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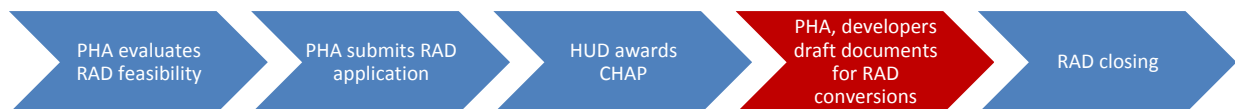
RAD Advocacy Guide: Securing Enforceable Tenant Protections During Component 1 of HUD’s Rental Assistance Demonstration (RAD)

The 1.2 million units in the national public housing program have a documented capital needs backlog of nearly \$26 billion. Because of this, the public housing inventory has been losing an average of 10,000 units annually through demolitions and dispositions. The current conditions of many of these properties inhibit investment and recapitalization efforts in the communities with the greatest needs.

In response to these serious needs, Congress enacted the Rental Assistance Demonstration in 2012 to preserve and improve public housing. Under RAD, public housing authorities (PHAs) may convert public housing to the Section 8 program, through either project-based vouchers or project-based rental assistance, and leverage private resources. RAD seeks to create public-private partnerships that use a private sector approach to financing and property management, while maintaining tenants’ rights and deep affordability of publicly assisted housing. Unlike previous HUD programs that displaced residents, under RAD, all public housing tenants are guaranteed the right to remain.

There are two components of the RAD program. RAD “first component” transactions cover public housing units and Section 8 Moderate Rehabilitation projects. Units that fall under this component are subject to a unit cap and are limited to current funding. As a result of the FY 15 Congressional appropriations bill, HUD has the statutory authority to convert up to 185,000 units through RAD’s first component, representing a significant increase from the initial 60,000 unit cap. RAD “second component” transactions cover Rent Supplement, Rental Assistance Payments, and Section 8 Moderate Rehabilitation projects. Unlike first component transactions, second component transactions are not subject to a cap, but are constrained by the availability of tenant protection vouchers.

This advocacy guide is designed for tenant advocates who are involved in the RAD conversion process in their jurisdiction, primarily focusing on RAD first component transactions for public housing units. As noted in the graphic below, this guide focuses on securing enforceable tenant protections after a jurisdiction has been approved to convert its public housing under RAD but prior to RAD closing. This guide also provides relevant examples and perspectives from RAD conversions in Baltimore, Cambridge, and San Francisco in order to illustrate challenges and compromises that advocates have been engaged in during their RAD conversion processes.



I. AUTHORIZING RAD

On a national level, RAD is governed by both its authorizing statute and HUD Notice 2012-32. Congress authorized RAD in 2011 as part of the Consolidated and Further Continuing Appropriations Act of 2012 (“RAD authorization statute”).¹ Among other provisions, the RAD authorization statute states that RAD tenants shall “at a minimum” retain all rights provided under sections 6 and 9 of the U.S. Housing Act.²

After the RAD authorization statute was passed, HUD issued HUD Notice 2012-32 (REV-2), which governs HUD’s implementation of RAD. HUD 2012-32 (REV-2) provides implementation details for both RAD Component 1 and Component 2. Among other details in this notice, HUD stated that “[e]qually important for the success of RAD are meaningful resident participation, procedural rights, and mobility, which are addressed in detail in various sections of the Notice.”³

Both the RAD authorization statute and HUD Notice 2012-32 (REV-2) work to provide a strong foundation for enforceable tenant protections to be secured during the RAD conversion process. These authorizing documents are also supported by a strong legislative history indicating that Congress intended to “ensure that the demonstration does not adversely impact tenants, and stipulates that all residents living in converted properties will maintain their existing rights.”⁴

II. PROTECTION OF TENANTS RIGHTS

Although HUD Notice 2012-32 (REV-2) allows participating PHAs to choose between project-based vouchers (PBVs) or project-based rental assistance (PBRA) for converting RAD tenants, there are common essential rights afforded to all residents at the time of a RAD conversion. These essential rights, and ways to ensure their inclusion in final RAD conversion documents, are briefly discussed below.

A. Continued Occupancy

a. **No Rescreening**⁵

Pursuant to the RAD authorization law⁶ and HUD Notice 2012-32 (REV-2),⁷ at conversion, current households are not subject to rescreening, income eligibility, or income targeting.

¹ [Consolidated and Further Continuing Appropriations Act, 2012](#), Pub. Law 112-55, 125 Stat. 673 (Nov. 18, 2011).

² *Id.*

³ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.2.D.

⁴ S.Rpt. 112-83, 112th Cong., 1st Sess. (Sept. 21, 2011), at 108, quoted in [NHLP, HUD Housing Programs: Tenant Rights](#) (“NHLP Green Book”), § 12.2.3 n.236.

⁵ Consolidated and Further Continuing Appropriations Act, 2012, *supra* note 1 (“notwithstanding sections 3 and 16 of the Act, the conversion of assistance under the demonstration shall not be the basis for re-screening or termination of assistance or eviction of any tenant family in a property participating in the demonstration, and such a family shall not be considered a new admission for any purpose, including compliance with income targeting requirements”); [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.4.A.5 (ii) (public housing); §§ 2.5.F (Mod Rehab PBV), 2.6.F (Mod Rehab PBRA), 3.5.G (Rent Supp); Attachment 1D, Table 1. See below for a fuller discussion of rescreening issues and concerns.

⁶ Consolidated and Further Continuing Appropriations Act, 2012, *supra* note 1.

The RAD authorization statute states that “notwithstanding sections 3 and 16 of the [United States Housing Act of 1937], the conversion of assistance under the demonstration shall not be the basis for re-screening or termination of assistance or eviction of any tenant family in a property participating in the demonstration.”

Consequently, current households will be grandfathered for conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion. For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit.

At a policy level, there is some inconsistency between the language of the RAD authorization statute and HUD Notice 2012-32 (REV-2) regarding if tenants can be rescreened during temporary relocation (i.e. after the RAD closing date and unit repairs but prior to move-in). The statute is clear that families whose homes are subject to conversion under RAD are not to be rescreened:

notwithstanding sections 3 and 16 of the Act, *the conversion of assistance under the demonstration shall not be the basis for re-screening or termination of assistance or eviction of any tenant family in a property participating in the demonstration, and such a family shall not be considered a new admission for any purpose, including compliance with income targeting requirements.*⁸

This language seems to be broader than the language in HUD Notice 2012-32 (REV-2), which provides:

Pursuant to the RAD statute, *at conversion, current households are not subject to rescreening, income eligibility, or income targeting.* Consequently, current households will be grandfathered for conditions that occurred prior to conversion but *will be subject to any ongoing eligibility requirements for actions that occur after conversion.* For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Thus, 24 CFR § 982.201, concerning eligibility and targeting, will not apply for current households.[⁹] Once that remaining household moves out, the unit must be leased to an eligible family. MTW agencies may not alter this requirement.¹⁰

The distinction in language between the RAD authorization law and HUD Notice 2012-32 (REV-2) seems to emphasize Congress’s intent to avoid any situation where tenants would be rescreened because of RAD conversion, regardless of the timing of the rescreening. While the language in HUD Notice 2012-32 (REV-2) seems to rely on the phrase “upon conversion” or “at conversion” as a key timing detail to distinguish acceptable from unacceptable screening

⁷ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.6.C(1).

⁸ Consolidated and Further Continuing Appropriations Act, 2012, *supra* note 1 (emphasis added).

⁹ The HUD Notice includes the following text in its footnote: “These protections (as well as all protections in this Notice for current households) apply when in order to facilitate repairs a household is relocated following the conversion and subsequently returns to the property, even if they are considered a “new admission” upon return.”

¹⁰ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.6.C(1) (emphasis added). Similar language appears in Section 1.7.B(1) for PBRA residents. [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.7.B(1).

practices, the authorization law instead states that the conversion cannot be a basis for rescreening, termination of assistance, or eviction. Because the authorization law does not rely on timing language, it can be fairly read to prohibit rescreening that only occurs because of RAD conversions, regardless of the timing of the rescreening.

Additionally, the associated footnote included in HUD Notice 2012-32 (REV-2) expressly protects current households that are relocated following conversion for repairs and then return to the repaired property. There is some unhelpful discrepancy in the footnote, however, because the footnote then states, “even if they are considered a ‘new admission’ upon returning . . .” This seems to contradict the RAD authorization language, which expressly states that such a family cannot be considered a new admission for any purpose.

HUD’s rescreening guidance is further qualified with respect to conversions under Component 2.¹¹ Regarding Moderate Rehabilitation RAD conversions, HUD provides that “current households are new admissions” into the PBV or PBRA programs.¹² As a condition of participation in RAD, pursuant to this guidance, owners or PHAs may screen households “for the mandatory screening requirements established by statute . . .”¹³ Substantially the same guidance is provided for Rent Supplement and Rental Assistance Payment projects under Component 2.¹⁴

A supplemental PBV or PBRA lease rider should be attached to converting RAD tenants’ lease and/or house rules that mentions that tenants are not subject to rescreening, income eligibility, or income targeting provisions.

b. No Permanent Displacement Due to Conversion¹⁵ and Right to Return¹⁶

HUD Notice 2012-32 (REV-2) states:

A PHA must demonstrate that any reduction in units better serves residents, will not result in the involuntary permanent displacement of any tenant family, and will not result in discrimination based on race, color, religion, national origin, sex, disability, or familial status.¹⁷

Under this provision, tenants cannot be permanently displaced due to RAD conversions. Any loss of units must be de minimis, which is defined as no more than the greater of 5 units or 5% of the number of project or portfolio units under the Annual Contributions Contract immediately prior to conversion.¹⁸

Any resident that may need to be temporarily relocated to facilitate rehabilitation or construction has a right to return to an assisted unit at the converting RAD project once rehabilitation or

¹¹ HUD Notice 2012-32 (REV-2), §§ 2.5.F (Mod Rehab PBV), 2.6.F (Mod Rehab PBRA); § 3.5(G) (Rent Supp).

¹² *Id.* §§ 2.5.F (Mod Rehab PBV) & 2.6.F (Mod Rehab PBRA).

¹³ *Id.*

¹⁴ *Id.* § 3.5(G) (Rent Supp).

¹⁵ *Id.* § 1.4.A(4).

¹⁶ *Id.* § 1.4.A(5)(ii).

¹⁷ *Id.* § 1.4.A(4).

¹⁸ *Id.* § 1.4.A(4).

construction is completed.¹⁹ Permanent involuntary displacement of residents may not occur as a result of a project's conversion of assistance, such as a result of a change in bedroom distribution, a de minimis reduction of units, the reconfiguration of efficiency apartments, or the repurposing of dwelling units in order to facilitate social services. Where the transfer of assistance to a new site is warranted and approved, residents of the converting RAD project will have the right to reside in an assisted unit at the new site once rehabilitation or construction is complete.

c. Relocation Rights²⁰

Tenants in public housing who are displaced from their homes are generally eligible for relocation assistance.²¹ RAD provides that the Uniform Relocation Act (URA) applies to *temporary* relocation caused by RAD rehabilitation projects.²² These temporarily relocated tenants have the right to return to the property.²³ Tenants who will be relocated for longer than a year are eligible for *permanent* relocation assistance pursuant to the URA. If they accept that long-term assistance, they waive the right to return to the rehabilitated RAD unit.²⁴

Advocates should: (1) make sure that tenants understand when they are giving up their right to return to the property, and (2) monitor what tenants are being told regarding their relocation rights.

Advocates have noted that relocation agreements appear to be subject to some scrutiny by HUD if tenants are moved prior to rather than after closing of the RAD transaction. HUD guidance states that “[g]enerally, resident relocation should not begin until after the date of closing/conversion of assistance under RAD.”²⁵

Advocates in Cambridge negotiated a range of tenant protection terms in a relocation policies and procedures agreement for one development. See attached *Putnam Gardens Resident Relocation and Unit Assignment Policies and Procedures Agreement*.

d. Transfer Rights

¹⁹ *Id.* § 1.4.A(5)(ii).

²⁰ *Id.*

²¹ NHLP Green Book, *supra* note 4, § 12.8.

²² HUD Notice 2012-32 (REV-2), § 1.4.A(5).

²³ *Id.* § 1.4.A(5)(ii).

²⁴ *Id.*; “Relocation Requirements under the Rental Assistance Demonstration (RAD) Program, Public Housing in the First Component,” [HUD Notice 2014-17 \(July 14, 2014\)](#) Appendix 4 (“SAMPLE RAD NOTICE OF RELOCATION (For relocation anticipated for more than a year)”) at 25–28.

²⁵ HUD Notice 2012-32 (REV-2), § 1.4.A(5)(ii). For additional detail, see “Relocation Requirements under the Rental Assistance Demonstration (RAD) Program, Public Housing in the First Component,” [HUD Notice 2014-17 \(July 14, 2014\)](#).

Generally speaking, tenants may request or be required to transfer to a different unit in a number of situations.²⁶ RAD conversions may lead a PHA to create different ownership entities, which can erect new artificial barriers between RAD projects. Consider whether the existing terms of your PHA's required transfer policies²⁷ have been beneficial to tenants and should be preserved, or if they may need to be updated and improved—in particular to address ownership by different entities controlled by the PHA. HUD Notice 2012-32 (REV-2) does not address resident transfer issues, which would be governed by applicable PBV or PBRA rules.

For an example of a policy negotiated by advocates addressing the right to transfer irrespective of specific site ownership, see attached documents from Cambridge (*CHA's Annual Plan; Resident Relocation and Unit Assignment Policies and Procedures Agreement (Putnam Gardens)*).

B. Lease

The public housing lease is governed by statute²⁸ and the implementing regulations and policies.²⁹ The RAD program under PBV does not specify any required lease; lease renewal is required unless cause exists.³⁰ RAD conversions to PBRA will be governed by the Multifamily HUD Model Lease,³¹ as well as Appendix 1E of HUD Notice 2012-32 (REV-2) regarding mandated procedural rights for tenants as house rules.³²

In San Francisco, there will not be one uniform lease across all RAD properties. Instead, advocates and developers were brought together to draft a uniform set of house rules with many provisions that would usually go into a lease document. Therefore, each San Francisco RAD developer will use their own leases (with conflicting provisions removed) and the uniform set of house rules with uniform lease addenda (including a grievance procedure, process for amending the house rules, and other lease riders). The San Francisco RAD lease addenda and house rules packet is attached (*Lease Addenda and House Rules Packet; San Francisco*).

In Baltimore, advocates worked with their PHA to modify the lease to be used at RAD properties to include grievance rights, income-based rents, and to attach the Long Term Affordable Criteria document, which includes a number of tenant rights.

Advocates in Cambridge were wary that any new lease would be unlikely to be an improvement on the public housing lease. Tenant advocates were able to secure an amendment to the HAP Contract providing that "[t]he lease between the owner and each assisted family will be modeled on the former public housing lease... in place of the Section 8 or other tenant lease. . . ." See attached *Second Rider to RAD PBV Housing Assistance Payment (HAP) Contract*.

²⁶ *Id.* § 7.2.

²⁷ 24 C.F.R. § 960.202(a)(2)(v).

²⁸ 42 U.S.C. § 1437d(l).

²⁹ See generally NHLP Green Book, *supra* note 4, Chapter 3 and especially § 3.4.2 (2012).

³⁰ See HUD Notice 2012-32 (REV-2), §§ 1.6.C(3) & (7) (requiring certain terms be included in lease).

³¹ See *Id.* Appendix I (Lease requirements from 24 CFR Part 880 "Stricken for PBRA Conversions"). See also *id.* § 1.7.B(6)(i) (reference to notification requirements included in Multifamily HUD Model Lease) & Attachment 1E.

³² *Id.* Attachment 1E.

C. House Rules

Attachment 1E of HUD Notice 2012-32 (REV-2) provides some language that must be included as part of the house rules for the associated RAD project. This language includes information about termination notifications and a basic set of requirements for the grievance process.

Other than the information included in Attachment 1E, tenants and tenant advocates should work closely with RAD developers to develop a set of mutually agreeable house rules. If the current public house rules are favorable to tenants, tenant advocates may consider starting with that document. The San Francisco RAD lease addenda and house rules packet is attached (*Lease Addenda and House Rules Packet; San Francisco*). As noted above, the San Francisco RAD house rules document is very long and detailed because it was designed to replace the substantive provisions of the lease. While having such substantive provisions in the house rules instead of the lease may not be the ideal example for other jurisdictions moving forward, San Francisco was also able to secure language in the lease and house rules packet about how to amend the house rules after RAD conversion, with significant tenant input and procedural protections (see Section 6 of *Lease Addenda and House Rules Packet; San Francisco*).

D. Pet Policies

Issues regarding pets in public housing are governed by statute³³ and discussed in the NHLP Green Book.³⁴ Nothing in the RAD authorization statute or HUD Notice 2012-32 (REV-2) pertains specifically to pet issues, but advocates should encourage their PHA to preserve these public housing rights.

In addition, since RAD conversion often requires relocation (on a tight time frame), tenants may have leverage for negotiating a more favorable pet policy. In Cambridge, tenants often had unapproved cats but were able to “grandfather” in one cat as part of the relocation agreement. In San Francisco, advocates were able to distinguish in the house rules different rules for pets at family buildings, pets at senior and disabled buildings, and pets and accommodation animals for residents who occupied the property as public housing tenants prior to RAD conversion (see Section 3.12 of *Lease Addenda and House Rules Packet; San Francisco*). Also, advocates should be careful to distinguish pet policies from reasonable accommodation animal policies (see Section 3.12 of *Lease Addenda and House Rules Packet; San Francisco*).

E. Grievance Rights³⁵

As noted above, the RAD statutory requirement is that tenants shall “at a minimum” retain all rights provided under sections 6 and 9 of the USHA.³⁶ Among these rights is the public housing grievance procedure, described in detail in section 10.2 of the NHLP Green Book.³⁷ Public housing tenants are entitled to access this process to address a broad range of individual disputes

³³ 42 U.S.C. § 1437z-3; 24 CFR Part 960.

³⁴ NHLP Green Book, *supra* note 4, § 3.2.3 (2012).

³⁵ *Id.* §§ 1.6.C(7)(ii) & 1.7.B(6)(ii) (grievance); § 1.6.C(3) & Appendix I (revised 24 CFR § 880.606), at 219 (lease).

³⁶ Consolidated and Further Continuing Appropriations Act, 2012, *supra* note 1.

³⁷ NHLP Green Book, *supra* note 4, § 10.2 (2012); see 42 U.S.C. § 1437d(k); 24 CFR Part 966(B).

concerning PHA action or failure to act with respect either to the tenant's lease or any PHA regulation that adversely affects the tenant's rights, duties, welfare, or status, and that is not otherwise excluded from the grievance procedure.³⁸ “[A]lmost every housing concern a resident may have can be tied to the lease or PHA regulations.”³⁹

Outside of public housing, federally assisted tenants have access to a far more restricted set of concerns that can be subject to grievance hearing, based on a policy reluctance to impose burdens on private owners.⁴⁰ Under RAD, however, it is generally a PHA that will operate the former public housing either as owner or (following a Low Income Housing Tax Credit (LIHTC) transaction) as managing partner. As a result, there is no policy rationale for restricting tenants' grievance rights under RAD. But pursuant to HUD guidance, the end result of a RAD conversion will be to transfer of tenants out of the well-developed public housing grievance process and replace those with the more limited rights in place under the PBV or PBRA programs.

For these reasons, the HUD guidance attempting to “port over” public housing grievance procedures deserves particularly close scrutiny. And it does not appear that under either approach the statutory mandate is being met:

For PBV conversions, HUD specifies the application of the usual PBV program grievance rules.⁴¹ The limited set of issues subject to grievance detailed there falls short of the range of matters currently available to a public housing tenant, such as decisions related to transfers or unit repairs, nor is there any requirement of a two-step grievance process. The HUD notice waives some provisions of § 982.555 that would otherwise not allow for an informal hearing.⁴² Informal hearings are often valuable as they allow for early resolution of disputes, without the need for formal representation.

With respect to PBRA conversions, HUD mandates the existing notice requirements contained in 24 CFR Part 245 (pertaining to rents and utilities). In addition, the HUD notice specifies a tenant's right to notice, representation and an informal hearing regarding any “proposed owner adverse action[.]”⁴³ Covered actions appear to be limited to the specific issues identified under Part 245. Even more than with the HUD PBV guidance, the matters subject to grievance by tenants under PBRA are sharply limited by contrast to what is available to them in public housing, and there is no requirement of a two-step grievance process.

Advocates should focus carefully on spelling out grievance rights and procedures consistent with existing law in public housing, in documents where they will be enforceable by residents, such as in a lease addendum.

A key issue given the introduction of private ownership via RAD conversion is which party will be responsible for holding the grievance hearing. In this context, the HUD Notice introduces the

³⁸ 24 CFR §§ 966.50, 966.53(a); *see generally* 24 CFR Part 966(B).

³⁹ NHLP Green Book, *supra* note 4, § 10.2.2.3.

⁴⁰ *Id.* §§ 10.3, 10.4.

⁴¹ HUD Notice 2012-32 (REV-2), § 1.6.C(7)(ii); 24 CFR § 982.555.

⁴² HUD Notice 2012-32 (REV-2), § 1.6.C(7)(ii)(a).

⁴³ *Id.* § 1.7.B(6).

term “PHA (as owner)” but avoids defining it. Advocates should seek clarity that the PHA will remain the responsible party in grievance proceedings, as appropriate in their local circumstances.

The San Francisco RAD grievance procedure (Section 3.18 and “Appeal and Grievance Procedure for RAD Developments” attachment in *Lease Addenda and House Rules Packet; San Francisco*) was developed in close consultation with tenant advocates. Working off of existing grievance procedures from participating non-profit developers, a working group incorporated procedures and protections substantially equivalent to those available to the public housing residents.

Advocates in Cambridge sought to address the grievance issue with the following PHA-agreed amendment to the HAP Contract:

Section 30 of the HAP Contract is amended by adding at the end the following: “To the extent that public housing due process and grievance rights (including informal conference and grievance hearings) exceed RAD statutory tenant protections, the more comprehensive protection shall apply.”

See attached *Second Rider to RAD PBV HAP Contract*. Note, however, that HAP Contracts are generally very difficult for a tenant to enforce in court.⁴⁴

F. Right to Notification and Consultation⁴⁵

Public housing residents as well as resident organizations at developments being subjected to RAD conversions are entitled to notification of the PHA’s plans, and the PHA must hold two meetings regarding the conversion plans to gather input and comment.⁴⁶ Further meetings may be required if plans significantly change. Written responses are required. This is in addition to notification and consultation requirements that attach to any significant amendment and/or relocation processes that may be triggered by a RAD conversion. HUD’s revised RAD guidance specifies the importance of effective communication with all residents, including physical accessibility and language assistance for tenants who are disabled and/or Limited English Proficient.

PHA board meetings and planning processes⁴⁷ are open to the public, and PHAs are required to provide residents with notice of contemplated actions and an opportunity to comment.⁴⁸ A consequence of RAD’s leveraging of private financing can – but should not – be a significant loss of this public information and transparency. HUD’s notice declares that PHAs will provide data to HUD on request,⁴⁹ but says nothing about requiring transparency for tenants or tenant

⁴⁴ NHLP Green Book, *supra* note 4, § 13.8.2.4.

⁴⁵ HUD Notice 2012-32 (REV-2), § 1.8.

⁴⁶ *Id.* § 1.8.

⁴⁷ 24 C.F.R. § 903.17(b); see NHLP Green Book, *supra* note 4, §§ 7.5.1.7.1 (boards), 8.2 (planning).

⁴⁸ 42 U.S.C. § 1437 et seq. (notice before sale or demolition); 24 C.F.R. §§ 966.3, 966.5; NHLP Green Book, *supra* note 4, § 9.2.2.

⁴⁹ HUD Notice 2012-32 (REV-2), §§ 1.6.D(1), 1.7.C(1).

organizations. Advocates should advocate for the continuation of open public meetings, and that notice and comment be allowed on actions to be taken.

Advocates in Cambridge secured the agreement of their PHA to “operate all of the housing units . . . in the same manner as the CHA’s current operation of federal public housing. . . .” The PHA agreed to provide Resident Council and attorneys “with copies of the proposed Management Agreement (and all attachments) and proposed RAD Use Agreement” in advance so they could review and submit comments. See attached *Resident Relocation and Unit Assignment Policies and Procedures Agreement*.

G. Phase-in of Tenant Rent Increases⁵⁰

If a tenant’s monthly rent increases by more than the greater of 10 percent or \$25 purely as a result of conversion, the rent increase must be phased in over 3 or 5 years. A PHA must create a policy setting the length of the phase-in period at three years, five years or a combination depending on circumstances. For example, a PHA may create a policy that uses a three year phase-in for smaller increases in rent and a five year phase-in for larger increases in rent. This policy must be in place at conversion and cannot be modified after conversion. HUD Notice 2012-32 (REV-2) describes how to calculate the yearly rent increases under three and five year phase-in periods for both PBV and PBRA conversions.⁵¹ A supplemental PBV or PBRA lease rider should be attached to converting RAD tenants’ lease and/or house rules that describes how to calculate yearly rent increases under the chosen phase-in period.

H. Right to Organize, to Recognition, and Funding⁵²

For both PBV and PBRA RAD properties, residents have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment. These residents are also eligible for resident participation funding.⁵³

III. EXAMPLES OF RAD ADVOCACY

The earlier you can engage with your PHA about its RAD process, the better.

Cambridge advocacy involved working with their city’s portfolio-wide RAD application at every level, from engaging with the PHA on issues that pertained to the full portfolio, to working with tenants and the PHA around documents that pertained to individuals developments.

In San Francisco, advocates organized a broad coalition to submit a set of minimum standards to city officials, prior to and alongside the submission and processing of the San Francisco Housing Authority’s RAD application. The principles were incorporated as an exhibit to the city-issued RAD RFQ (attached). Advocates also worked with city officials to pass a Right to Return Ordinance (attached).

⁵⁰ HUD Notice 2012-32 (REV-2), §§ 1.6.C(4), 1.7.B(3).

⁵¹ *Id.*, §§ 1.6.C(4), 1.7.B(3).

⁵² *Id.*, §§ 1.6.C(6), 1.7.B(5); Attachment 1B.

⁵³ *Id.*

Advocates in Baltimore were able to get their PHA to agree to have developers sign an MOU with resident councils covering organizing rights and right to use the property. (Details of the MOU are in process of negotiation as of April 2015.) Advocates have found that efforts generally aimed at agreement to secure third-party beneficiary enforcement rights have not been successful. See attached summary of Baltimore RAD advocacy efforts.

In San Francisco, NHLP worked with tenant rights organizations to develop [a series of eight FAQs](#) for public housing residents as well as RAD developers to explain the San Francisco RAD program. The FAQs are available in four languages.

IV. KEY RAD DOCUMENTATION

Advocates have worked to integrate long-term, enforceable tenant rights into the relevant legal documents that are required as the RAD conversion process creates new legal entities. Virtually any document in the RAD process presents an opportunity to address and potentially secure tenant protections, with the priority being the tenant lease, any ground lease, and other publicly recorded documents.

The following is a list of many of the key documents you can expect to see as part of a RAD conversion transaction. You should work with your PHA to gain access to these documents in draft form at a meaningful time, so that you can advocate for the inclusion of the above commitments.

A. Resident Lease

Securing protections directly in the lease is the best practice, to ensure their eventual enforceability by the tenants. As a practical matter, the lease may be the primary, if not the only, document that tenants have access to and/or read.

B. Ground Lease

Retaining PHA ownership of the land, separate from the public housing structures, via a ground lease is the best and simplest option to ensure long-term public control of the leveraged public housing via RAD conversion.

When their local PHA was proceeding with RAD transactions without the benefit of ground leases, advocates in Baltimore were able to intervene and gain the PHA's agreement to include this important long-term affordability protection.

C. RAD Application

The PHA is required to provide “comprehensive written responses” to tenant public comments on the RAD application.⁵⁴ See attached for an example of detailed written comments and PHA responses from Cambridge.

⁵⁴*Id.*, § 1.8.

The PHA letter submitting its RAD application to HUD presents an opportunity to highlight the agreements made with residents.

D. Section 8 Administrative Plan (PBV) or Tenant Selection Plan (for PBRA)

Advocates should participate in the RAD-required public outreach to tenants and other hearings, and work with residents to submit written comments (see excerpt).

E. Annual Plan or MTW Plan

Advocates should participate in public hearings and make written comments (see attached example from Cambridge).

F. RAD Commitment Contract (RCC)

Advocates could work with their PHA to make amendments to the RAD Conversion Commitment (RCC). Advocates in Cambridge tried this route, but HUD did not approve their proposed amendments.

G. Relocation Agreement

Currently, a written relocation plan is strongly encouraged but not required of the PHAs undergoing RAD.⁵⁵ RAD applicants have been encouraged by HUD to plan for the possibility of relocation, even where relocation may not be anticipated as part of the process.⁵⁶ (Note that tenants being relocated have substantive rights, described above, which vary depending on length of relocation).

H. LIHTC Documents

The Low Income Housing Tax Credit (LIHTC) program requires private ownership, generally through the creation of a limited liability company (LLC) that is formed to secure the profits for the investors from the tax credits. Generally speaking, a common structure would be the LLC as 99.9%+ owner of the tax credit entity. The PHA may operate both as a general partner with limited ownership and as the managing partner.

There are many different forms that this general structure can take, and different entities that may be set up in the process. The resulting ownership and management documents can be difficult to obtain or to parse for any potential negative impact on tenants. Among those documents you may find:

- Limited Partnership Agreement
- Management Agreement
- Operating Agreement
- Regulatory Agreement

⁵⁵ [HUD Notice 2014-17 \(July 14, 2014\)](#), at 3.

⁵⁶ Enterprise / HUD Relocation webinar, March 2015.

- Bylaws
- Articles of Incorporation

It is not apparent that these LIHTC documents provide a helpful opportunity for addressing the rights of residents. Advocates should feel free to be in contact with NHLP about issues and questions.

Advocates should look out for materials or terms related to a right of first refusal. For a number of reasons, this is likely to be a weak option on its own for preserving the PHA's ownership in a development and thus its long-term affordability. However, there may be cases where a right of first refusal is included in a transaction that also has strong protections via a ground lease.

V. RAD APPROVAL TIMELINE

The elements and timeline of a PHA's RAD application are detailed in the RAD notice at section 1.9.⁵⁷ Related resident notification requirements are detailed in section 1.8. The timeline is as follows:

1. Issuance of Commitment to enter into a Housing Assistance Payment (CHAP)
2. Accepted Lender Engagement or Commitment Letter, and Statement of development team capacity
 - a. within 30 days after CHAP
3. Significant amendment to Annual/Five Year Plan
 - a. within 60 days after CHAP
4. Decision whether the project will convert its assistance to PBV or to PBRA
 - a. within 60 days after CHAP
5. Certification re lender completion of industry-standard due diligence
 - a. within 90 days after CHAP
6. Certification of application for firm commitments of all financing
 - a. within 150 days after CHAP
7. Financing Plan, within 180 days after CHAP
 - a. A PHA will be notified of HUD's acceptance of the Financing Plan via issuance of a RAD Conversion Commitment (RCC)
 - b. The PHA will have 30 calendar days from the date of issuance of the RCC to execute the RCC
 - c. The RCC will allow 90 calendar days (from the date the RCC is issued to the PHA) in which to close the RAD conversion transaction
 - d. The Financing Plan and RCC must include a reasonable timeline for completion of all rehabilitation items acceptable to HUD, generally 12 to 18 months from the date of closing the conversion and any financing
8. Submission of evidence of firm commitment for financing or equivalent milestone
 - a. Within 320 days following issuance of the CHAP (and no later than 40 days prior to closing)
9. Closing, upon which the RAD conversion is completed

⁵⁷ HUD Notice 2012-32 (REV-2), § 1.9.

- a. Within 360 days following CHAP issuance

Any CHAP awarded to applicants proposing to use 9% LIHTCs or tax-exempt bonds and 4% LIHTCs, where a reservation has not been secured at the point of RAD Application, will include additional milestones.

VI. RAD OWNERSHIP MODELS

Advocates should focus on getting clear information from the PHA about what form of ownership is being contemplated pursuant to the RAD conversion. These are the primary examples you should expect to encounter.

Whatever the model, retaining PHA ownership of the land via **a ground lease, separate from the buildings themselves, is the best and simplest option to ensure long-term public control** of the public housing leveraged via RAD conversion.⁵⁸

1. The PHA can continue to own the project, or ownership can be by a new entity in which the PHA is the sole owner.
2. Ownership by another public or non-profit entity.

To the extent that the ownership will change (to a nonprofit controlled by PHA), advocate for a commitment to operate the nonprofit in a similar manner to the housing authority (including open Board meetings, agendas and minutes publicly posted/available, composition the same as the PHA governing board plus the executive director of PHA) The PHA governing board would have a tenant representative.

3. Ownership by a private, tax-credit entity, with a ground lease held by the PHA.

Many RAD conversions will likely access the private financing market by means of the LIHTC program. Generally these transactions create a number of new entities for tax and ownership purposes, with the PHA acting as general partner or managing member. The PHA should retain ownership of the land via a ground lease.

For developments using LIHTC, try to advocate for resident transfers to another PHA-controlled unit or rental assistance to protect those tenants who may later become ineligible (due to student status or income) and as a result cannot remain in the unit (see attached LIHTC lease rider)

⁵⁸ *Id.*, § 1.4.A(11).

List of Attachments

1. RAD Advocacy Efforts; *Baltimore*..... 16

2. RFQ, RAD Housing Principles and Guidelines; *San Francisco* 18

3. Right to Return Ordinance; *San Francisco*..... 20

4. RAD Application: Resident Process and Comments; *Cambridge*..... 28

5. PHA Annual Plan revision; *Cambridge*..... 30

6. Lease Addendum / LIHTC Rider; *Cambridge*..... 32

7. Second Rider to RAD PBV HAP Contract; *Cambridge*..... 34

8. Putnam Gardens Resident Relocation and Unit Assignment Policies and Procedures Agreement; *Cambridge*..... 35

9. Lease Addenda and House Rules Packet; *San Francisco*..... 40

Baltimore RAD Advocacy Efforts¹

■ Background

- The Housing Authority of Baltimore City (HABC) is transitioning a large portion of its public housing inventory through RAD.
- 4,150 public housing units (out of a total inventory of 11,000) are expected to transition through RAD in two phases.
- HABC is not creating ownership entities, but is transferring ownership to a number of different private owners/developers.

■ Challenges

- HABC is moving quickly to close on the first phase of units, including more than 2,000 public housing units. This created challenging time pressures.
- As HABC is working with a number of different private owners/developers, there was a constant pushback that adding tenant protections would hinder closings.
- HABC was unwilling to share documents that would be executed by developers.

■ Negotiations with HABC

- A number of advocacy groups and members of the RAB engaged in ongoing negotiations with HABC to try to obtain enforceable tenant rights.
- **Lease Reforms.**
 - HABC agreed to modify the lease to be used at RAD properties to include grievance rights, income-based rents, and to attach the HABC Long Term Affordable Criteria (LTA). The LTA is an HABC document that includes a number of tenant rights.
 - Negotiations are ongoing regarding a number of additional items advocates asked to have added to the lease to incorporate existing public housing rights/protections.
- **Third-Party Beneficiary Rights.**
 - Advocates repeatedly asked HABC to amend documents to provide tenants with third-party beneficiary enforcement rights. HABC has rejected all requests on this.
- **MOU Between Resident Councils and Developers.**
 - HABC agreed to have developers sign an MOU with resident councils covering organizing rights and right to use the property.
 - Negotiations are ongoing regarding the MOU.
- **Public Process for Future Changes.**
 - HABC agreed to implement a public notice and comment process for future changes at RAD properties.
 - The process is expected to mirror the public notice and comment process for changes to the ACOP.

¹ This is a summary of advocacy efforts surrounding RAD and represents actions taken by a number of different legal services groups. One legal services group also represents the RAB in this matter.

- **Applicant Rights.**
 - HABC agreed to have a process whereby applicants can request review of denials.
 - Unclear what form this process will take.

- **Legislation**
 - A bill was introduced by advocates that would incorporate RAD third-party beneficiary rights into the LIHTC covenant.
 - Advocates testified in favor of the legislation and HABC and other PHAs opposed.
 - Legislative sponsors were open that their goal of the bill was to get the parties to the table to negotiate. The legislative session ended and the bill didn't move beyond the initial hearing.

- **HABC Obtained HUD Waivers**
 - HABC sought—and obtained—a number of HUD waivers on RAD issues. Some of these modifications were due to negotiations and some due to the need to address issues of compliance with a consent order in previous litigation.
 - Some of the waivers obtained:
 - Requiring RAD properties to only accept applicants off a centralized HABC waiting list.
 - Allowing HABC to use the LTA as a description of grievance rights.

- **Tenant Education**
 - Advocates met with the residents of a number of public housing properties to let them know what was happening with RAD and to educate them about their rights.

Complete rehabilitation of Year One Projects	12/15/2016	Dev. Team	No later than 18 months from closing
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EXHIBIT C

Draft Principles and Guidelines for Access to and Preservation of Safe, Secure and Affordable RAD Housing

RAD sets forth minimum rules regarding access to converted public housing and preservation of existing tenancies, including the right of current tenants not to be rescreened, a right to return in the event of displacement, rules regarding the rights of tenants to organize, a phase in of any rent increases resulting from the conversion and minimum requirements relating to lease and grievance rights. The proposed principles and guidelines described below are intended to incorporate and expand upon these requirements and to be the foundation of uniform standards that are both fair and pragmatic for owners of RAD converted public housing. Selected Teams will work together and in collaboration with City staff and tenant advocacy organizations to refine and finalize these guidelines.

Accessibility:

- Owners should provide reasonable accommodations to persons with disabilities--including both physical and mental disabilities--and should make all residents aware of their rights to a reasonable accommodation.
- Language access: All correspondence and materials distributed to residents should be designed to meet the needs of tenants with limited-English proficiency. Avenues for communication with management by residents with limited language abilities should be provided.
- Owners should hire culturally competent staff.

Screening

- Owners should use fair, reasonable and compassionate screening procedures that have the effect of “screening in,” rather than excluding, all eligible applicants. Screening criteria should be designed appropriately so as to provide access to those have lived in poverty and/or experienced homelessness.
- Personal debt, poor credit history, criminal records and evictions (including evictions for non-payment) should not be automatic grounds for denial and should be weighed against mitigating circumstances, being a victim of domestic violence or loss of income due to employer “downsizing”.
- Screening criteria should also take into consideration the urgency of a household’s need for housing and the degree to which services that are made available to residents may serve to mitigate potential negative background issues or payment history problems that might otherwise prevent such a household from being accepted

Eviction

- Eviction should always be a considered a last resort. The goal is housing retention.
- Alternatives to eviction should be considered in every case. In non-payment cases, fair and reasonable payment plans should be offered before an eviction is filed.
- Considerations of health, safety and quiet enjoyment should be balanced with the reality that tenants often have no other housing options available, and that tenants do not have complete control over all household members and guests.

- Maintaining the premises in a habitable condition should be a priority.

Appeals

- Owners should put in place fair procedures for residents to appeal actions with adverse consequences such as rent increases and subsidy terminations, and for adjudicating grievances against owners and managers.
- Owners and managers should work with outside agencies, including social service providers, legal advocates and community groups whenever possible to resolve tenant issues.

Resident Organizing/Involvement

- Owners should respect residents' rights to organize, including allowing access to community space, ability to outreach to other residents, and to have meetings free from management interference. Owners should recognize legitimate resident organizations.
- Owners should provide opportunities for rigorous and timely resident involvement in development or amendment of "house rules," policy proposals, changes in procedures and practices and development of rehabilitation plans or related financial proposals for the future of the property.
- Owners should encourage resident participation in decision-making related to the operations and management of their housing.
- Owner should notify residents, seek resident input and respond to tenants' comments on any changes to the RAD conversion plan, financial plan or other issues that will have a significant impact on residents' welfare or ability to retain their housing or on future applicants for housing such as loss of subsidy, foreclosure or bankruptcy.

1 [Administrative Code - Public Housing Right to Return to Revitalized Housing]

2
3 Ordinance amending the San Francisco Administrative Code by: 1) adding Chapter 39,
4 Sections 39.1 through 39.9, to establish the San Francisco Right to Revitalized Housing
5 Ordinance and set City policy regarding the Right to Return to Revitalized Public
6 Housing Units; and 2) adding Section 37.6(n) to establish new powers for the San
7 Francisco Residential Rent Stabilization and Arbitration Board in connection with the
8 new San Francisco Right to Revitalized Housing Ordinance.

9
10 NOTE: Additions are *single-underline italics Times New Roman*;
11 deletions are *strike-through italics Times New Roman*.
12 Board amendment additions are double-underlined;
13 Board amendment deletions are ~~strikethrough-normal~~.

13 Be it ordained by the People of the City and County of San Francisco:

14 Section 1. The San Francisco Administrative Code is hereby amended by adding
15 Section 37.6(n) as follows:

16 (n) As provided by Administrative Code Chapter 39, utilize Administrative Law
17 Judges to review relocation claims from Current Households related to a Public Housing
18 Development Project, and make advisory recommendations thereon to the San Francisco
19 Housing Authority for its final determination.

20 Section 2. The San Francisco Administrative Code is hereby amended by adding
21 Chapter 39, Section 39.1 through 39.9, to read as follows:

22 **CHAPTER 39**

23 **SEC. 39.1. APPLICATION.**

24 This Chapter shall apply as a condition of receipt of any Financial Assistance to be provided by
25 the City to a Public Housing Development Project located within the City.

20

1
2 **SEC. 39.2. INTENT AND PURPOSE.**

3 It is the intent and purpose of the City to expressly give public housing households tenants a
4 right to revitalized housing after temporary relocation or displacement as a result of a Public Housing
5 Mixed Finance Development Project so long as the household tenant is not in eviction processes,
6 having been duly and properly served with a summons and complaint by the SFHA, or has not been
7 evicted from a unit that is managed by the SFHA. In order to further such purpose, it is the intent of
8 the City that, upon notification of his/her eligibility for a revitalized housing unit, the household
9 tenant shall not be subject to any additional screening by the landlord or someone acting under the
10 landlord's authority.

11 Additionally, it is the intent and purpose of the City to protect the relocation rights of such
12 household tenants. In order to further such purpose, it is the intent of the City to require that any
13 relocation plans produced by the project sponsor of a Public Housing Development Project must be
14 reviewed by the City department providing the Financial Assistance San Francisco Relocation
15 Appeals Board, as well as to establish the Relocation Appeals Board San Francisco Residential
16 Rent Stabilization and Arbitration Board as an independent third party to review relocation claims
17 and make advisory recommendations thereon to the SFHA for its final determination. This Chapter
18 shall be construed consistent with the intent and purpose as stated above, and in accordance with
19 applicable state and federal law.

20
21 **SEC. 39.3. DEFINITIONS.**

22 As used in this Article, the following terms shall have the following meanings:

23 (a) "Agreement" means any contract with the City for the provision of Financial Assistance for
24 a Public Housing Development Project.

25 (b) "City" means the City and County of San Francisco.

1 (c) “Community Redevelopment Law or CRL” means Cal. Health & Safety Code §33000 et
2 seq.

3 (d) “Current Tenant Household(s)” means a lawful household tenant of a Public Housing
4 Unit, including each member of the tenant household, that occupies a Public Housing Unit in an
5 Existing Public Housing Development on the Initiation Date. For purposes of this Chapter, each
6 lawful tenant within a Public Housing Unit household shall be treated as a single household Tenant
7 and shall not have rights to separate Replacement Units.

8 (e) “Existing Public Housing Development” means an existing development of Public Housing
9 Units that will be demolished, disposed of, removed, and/or converted, in whole or in part, in
10 connection with a Public Housing Development Project.

11 (f) “Financial Assistance” means the provision of any federal, state, or local public funds that
12 are administered, allocated, or committed by the City to SFHA, another public entity, private
13 developer, and/or any agents, managers or partners of such entities in connection with a Public
14 Housing Development Project.

15 (g) “Initiation Date” is the date of the first notice of eligibility for relocation benefits in
16 connection with a Public Housing Development Project

17 (h) “New Development” means a residential and/or mixed use development that is developed
18 under federal regulations stated in 24 CFR Part 941 to replace an Existing Public Housing
19 Development in connection with a Public Housing Development Project.

20 (i) ~~“Prior Tenants” means any Current Tenant that moves from a Public Housing Unit~~
21 ~~located in an Existing Public Housing Development, with or without relocation assistance, on~~
22 ~~or after the Initiation Date of a Public Housing Development Project, unless the Current~~
23 ~~Tenant was notified, in writing, before such move of their eligibility for relocation assistance~~
24 ~~and rehousing in a Replacement Unit; provided, any tenant that is evicted for just cause in~~
25 ~~accordance with applicable law shall not be a Prior Tenant.~~

1 (ji) “Public Housing Development Project” means a development or redevelopment project
2 that; (i) involves the demolition, disposition, removal, revitalization, rehabilitation, and/or conversion,
3 in whole or in part, of an Existing Public Housing Development; (ii) involves and/or the relocation of
4 Current Tenant Household(s) in connection therewith; and (iii) as a result of such activities, is
5 required to comply with the Uniform Relocation Assistance and Real Property Acquisitions
6 Policies Act, 24 U.S.C. 42 U.S.C. §4601 et seq. and the implementing regulations issued by
7 the Department of Transportation at 49 CFR part 24.

8 (ki) “Public Housing Unit” means a public housing dwelling unit as defined in the United
9 States Housing Act of 1937, as amended (42 U.S.C. §1437) and any regulations adopted in connection
10 therewith, and that is owned and operated by SFHA in the City.

11 (k) “Relocation Assistance Laws” means any and all federal, state, and local relocation
12 assistance laws that may be applicable to a Public Housing Development Project, including but not
13 limited to, the California Relocation Assistance Law, Cal. Govt. Code § 7260 et seq.; Uniform
14 Relocation Assistance and Real Property Acquisitions Policies Act, 24 U.S.C. 42 U.S.C. §4601 et seq.;
15 the Housing and Community Development Act, 42 U.S.C. §5301 et seq.; the United States Housing Act,
16 42 U.S.C. § 1437 and all regulations, guidelines, and/or HUD Handbooks adopted in connection with
17 each; and this Chapter.

18 (l) “Rent Board” means the San Francisco Residential Rent Stabilization and
19 Arbitration Board.

20 (m) “Replacement Housing Laws” means any and all federal, state, and local replacement
21 housing laws that may be applicable to a Public Housing Development Project, including but not
22 limited to, the Community Redevelopment Law, Cal. Health & Safety Code §33000 et seq.; the Housing
23 and Community Development Act, 42 U.S.C. §5301 et seq.; and all regulations, guidelines, and/or
24 HUD Handbooks or Notices adopted in connection with each; and this Chapter.
25

1 (n) "Replacement Unit(s)" means a comparable Public Housing Unit or other comparable
2 residential unit that is developed under federal regulations stated in 24 CFR Part 941, 24 CFR 970,
3 or 24 CFR 972 to replace a Public Housing Unit that is demolished, disposed of, removed, revitalized,
4 rehabilitated or converted as a result of a Public Housing Development Project.

5 (o) "SFHA" means the San Francisco Housing Authority, a public body, corporate and politic,
6 organized and existing under the California Housing Authorities Law (Cal. Health & Saf. Code §
7 34200 et seq.).

8
9 **SEC. 39.4. REQUIREMENTS FOR AGREEMENTS FOR FINANCIAL ASSISTANCE.**

10 Every officer and employee of the City shall include in any Agreement a provision requiring the
11 recipient of the Financial Assistance, as a condition of receiving the Financial Assistance, to provide
12 Current Households Tenants and Prior Tenants with a Replacement Unit as provided in subsection
13 (1) and (2) and to obtain review of relocation plans as provided in subsection (3). In addition, the
14 recipient of the Financial Assistance shall be required, as a condition of receiving the Financial
15 Assistance, to include these requirements in any contract with SFHA regarding the Public Housing
16 Development Project. Every officer and employee of the City who enters into such Agreement shall
17 confer with the City Attorney's Office in drafting and negotiating the provisions thereof in order to
18 implement these requirements, including the provision of appropriate remedies for violation of the
19 Agreement.

20 (1) Right to Replacement Unit. Subject to Section 39.4(2b), all Current Households
21 Tenants and Prior Tenants whose tenancy at the Existing Public Housing Development Project was
22 not lawfully terminated prior to or after the Initiation Date, unless such lawful termination was done
23 pursuant to the relocation plan in connection with the Public Housing Development Project, shall have
24 a right to, and the highest priority for, a Replacement Unit at the New Development or, if applicable,
25 for an off-site Replacement Unit.

1 (2) Eligibility and Screening Criteria. Current Households Tenants and Prior Tenants
2 shall be deemed eligible for a Replacement Unit, and shall not be subjected to any eligibility or
3 screening criteria for a Replacement Unit other than income eligibility restrictions that may apply to a
4 suitable Replacement Unit due to a subsidy affecting the unit.

5 (3) Review Of Relocation Plan. The recipient of Financial Assistance shall obtain a review by
6 the San Francisco Relocation Appeals Board, as established pursuant to San Francisco
7 Administrative Code Chapter 24B, City department providing the Financial Assistance of any
8 relocation plan drafted for a Public Housing Development Project. The recipient of Financial
9 Assistance shall present the proposed relocation plan to the applicable City department Relocation
10 Appeals Board at least thirty days prior to adoption and request that the City department Relocation
11 Appeals Board submit comments regarding the plan or policy in the form of a memorandum to the
12 entity responsible for adopting the final plan. If the City department Relocation Appeals Board
13 decides not to take a position or does not seek to provide comment, it shall issue a memorandum to the
14 appropriate entity stating as such.

15
16 **SEC. 39.5. APPEALS.**

17 For all Public Housing Development Projects, the Rent Board Relocation Appeals Board
18 shall be the independent third party to review relocation claims and make advisory recommendations
19 thereon to the SFHA for its final determination. In reviewing the claim and making recommendations
20 to the SFHA, the Rent Board Relocation Appeals Board shall be guided by the provisions of the
21 Appeals/Grievance Procedure established as part of the adopted relocation plan for the Public
22 Housing Development Project. The review and advisory recommendation process for all claims
23 submitted under this Section 39.5 shall consist of a hearing conducted by a Rent Board
24 Administrative Law Judge (as defined in Administrative Code Section 37.2(f)) and a written
25 advisory recommendation from the Administrative Law Judge to the SFHA.

1 The project sponsor for a Public Housing Development Project will be billed time and
2 materials for any administrative costs that the Rent Board or any other City entity incurs in
3 reviewing relocation claims under this Chapter.

4
5 **SEC. 39.6. APPLICATION OF OTHER LAWS.**

6 *Nothing in this Chapter is intended to limit the rights of Public Housing household tenants*
7 *that may exist pursuant to other state, federal, or local laws.*

8
9 **SEC. 39.7. ENFORCEABILITY.**

10 *This Chapter shall be enforceable by the City and any beneficially interested person. Any*
11 *enforcement action shall be limited to injunctive relief, including specific performance. As set forth in*
12 *Section 39.8, there shall be no monetary damages for any violation of this Chapter.*

13
14 **SEC. 39.8. CITY UNDERTAKING LIMITED TO PROMOTION OF GENERAL WELFARE**

15 *In undertaking the adoption and enforcement of this Chapter, this City is assuming an*
16 *undertaking only to promote the general welfare. It is not assuming, nor is it imposing on its officers*
17 *and employees or on any other person or entity, including but not limited to the SFHA, an obligation*
18 *for breach of which it is liable in money damages to any person who claims that such breach*
19 *proximately caused injury.*

20
21 **SEC. 39.9. NO CONFLICT WITH STATE OR FEDERAL LAW; SEVERABILITY.**

22 *This Chapter shall be construed so as not to conflict with applicable federal or State laws, rules*
23 *or regulations, including but not limited to the Relocation Assistance Laws and Replacement Housing*
24 *Laws. Nothing in this Chapter shall authorize any City agency to impose any duties or obligations in*
25

1 conflict with limitations on municipal authority established by federal law at the time such agency
2 action is taken.

3 If any section, paragraph, sentence, clause or phrase of this Chapter is for any reason held to
4 be unconstitutional, invalid or ineffective by any court of competent jurisdiction, such decision shall not
5 affect the validity or effectiveness of the remaining portions of this Chapter. The Board of Supervisors
6 declares that it would have passed each section, paragraph, sentence, clause or phrase of this Chapter
7 irrespective of the fact that any portion of this Chapter could be declared unconstitutional, invalid or
8 ineffective.

9
10 Section 32. Effective Date. This ordinance shall become effective 30 days from the
11 date of passage. This ordinance is intended to have prospective effect only.

12
13 Section 43. This section is uncodified. In enacting this Ordinance, the Board intends
14 to amend only those words, phrases, paragraphs, subsections, sections, articles, numbers,
15 punctuation, charts, diagrams, or any other constituent part of the Administrative Code that
16 are explicitly shown in this legislation as additions, deletions, Board amendment additions,
17 and Board amendment deletions in accordance with the "Note" that appears under the official
18 title of the legislation.

19
20 APPROVED AS TO FORM:
21 DENNIS J. HERRERA, City Attorney

22 By:


23 EVAN GROSS
24 Deputy City Attorney
25

Supervisor Olague
BOARD OF SUPERVISORS

27

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RAD PHASE II APPLICATION - RESIDENT PROCESS AND COMMENTS

Each resident residing at a Phase II development received a letter dated November 14, 2014 about the Rental Assistance Demonstration (RAD) proposal to convert 979 public housing units into project-based Section 8 housing through the RAD program. The letter was translated into Haitian Creole, Spanish, and Portuguese. The letter is provided in Attachment A.

The letter also invited and encouraged all residents residing at one of the Phase II developments to attend a resident meeting. The first meeting was held on December 2, 2014 at 7:00 p.m. at Corcoran Park, and was well attended. Another meeting was held on December 11, 2014 at Cambridge Housing Authority's main office at 7:00 p.m. The purpose of the meetings was to discuss the RAD program; to explain why the CHA is participating in the program; and to clarify the impact of the program on residents. Moreover, the meetings provided residents an opportunity to ask questions and to voice their concerns. At the resident meeting held on December 7th, there were interpreters for Haitian Creole and Spanish, and at the second meeting held on December 11th, there was a Haitian Creole, Spanish and Portuguese interpreter. Additionally, a legal notice regarding the resident meetings was placed in the Cambridge Chronicle on November 27, 2014.

Further, there are monthly meetings scheduled during the winter and spring of 2015 to continue the conversation about the RAD program and the CHA's participation in the program. Interpreters will be scheduled to attend all future meetings. The schedule is posted on the CHA's website and is provided in Attachment B.

A summary of the general questions from the meetings, as well as written comments jointly submitted by Cambridge Somerville Legal Services and the Alliance of Cambridge Tenants, is provided below.

1. **Tenant-based vouchers.** There is a concern that over the years the CHA has used more and more of Section 8 funds for its public housing program, and under the RAD Notice, it appears that CHA can use an unlimited amount of its block grant for this purpose.

CHA Response: CHA is committed to serving through its voucher program substantially the same number of households. As outlined at the October 2, 2013 meeting, CHA projects no impact to the voucher program from the Phase 1 application and a potential impact of 34 vouchers from Phase 2. This number is substantially below the estimate that the CHA projected in FY 2010 when the range of potential voucher usage in public housing was projected to be between 400 and 782 vouchers or more recently when it was projected to be between 275 and 400. While MTW block grant funds can be used to set initial contract rents, their use is limited by program caps (i.e. these rents cannot exceed 110% of HUD fair market rent).

2. **Full-time students.** The Section 8 PBV program precludes full-time students who are under 24, with no children, who do not live with their parents, and are not disabled from participating in the voucher program. They are, however, eligible for the public housing program. The comment requests that the CHA investigate some options to allow full time students to remain in their units.

CHA Response: The notice specifically indicates that there is to be no-screening of tenants as part of the conversion and that any resident who may need to temporarily relocate to facilitate RAD construction has the right to return. **However, single students on the waiting list will not be placed in RAD units.**

3. **Tenant protections.** While some tenant protections are recognized in the RAD notice (e.g. right for tenants to operate a resident organization), not all the tenant protections of the public housing program are specified in the notice. The comment seeks the CHA's commitment to retain all of its current public housing tenant protections (except where LIHTC requires something else) and to have such protections contained in recorded use restrictions.

CHA Response: CHA reasserts its commitment to keep existing tenant protections in place (except where the LIHTC program requires a different rule). These protections include, but are not limited to: the continuation of the existing lease (except as modified for LIHTCs), grievance and pet policies, resident organization recognition and funding, rent calculation methodology established by CHA under MTW, and CHA's Admissions and Continued Occupancy Policy, (including allowing transfers among "RAD" developments.) Any future changes to the lease and/or these policies will be subject to a public notification and comment period in accordance to the notice and comment provisions of 24 CFR 966 and 24 CFR 964 as they may be amended by the MTW Agreement OR MTW Annual Plan or other written agreement between the CHA and the local or city-wide tenant organization. The CHA will memorialize these documents in the Management Plan, an attachment to the Management Agreement that will be executed between the ownership entity of the RAD development and the CHA.



A new rent policy was adopted on 11/25/14: CHA will set the ceiling rent at either the Tax Credit Maximum Rent or \$1 below the RAD Contract Rent, whichever is higher. This will result in a rent increase for 72 Phase 1 households, after a public process for a phase in period. On average, the new rents would be equivalent to 24% of the household's income.

The new ACOP has been incorporated as Part II of the Section 8 Admin Plan for RAD units.

4. **Public Process.** It is requested that the CHA commit to maintain as the Board of Directors for the new ownership of the RAD developments the same composition as currently exists on the Board of the CHA's non-profit entities. This composition is CHA's five Commissioners plus the CHA's Executive Director. Further, that the meetings be open to the public, that meeting dates and agendas be publicly noticed, and the related memoranda be made available to the public upon request.



CHA Response: Meetings of the CHA non-profit entities are already open to the public and related memorandum is already available to the public upon request. The CHA commits to maintaining the same composition of the Boards as well as providing public notice of the meeting dates and agenda.

5. **Mobility Option under RAD.** Please explain.

CHA Response: Under RAD, residents living in their RAD unit a year after the RAD conversion have the option of requesting a mobile voucher. Vouchers will be made available to residents by the date of their request, subject to voucher availability and the provisions of CHA's emergency housing and reasonable accommodations policies. **CHA proposed to HUD in 2014 that the payment standards for RAD mobility vouchers be set at 80% of HUD's Fair Market Rents (FMR). This is still pending at HUD as of 12/1/14 and is designed to balance the impact that the RAD vouchers will have on the traditional mobile voucher program.**

6. **Difference between mobility vouchers and project-based vouchers.** Many residents wanted to know if they could move to another apartment with the Section 8 voucher.

CHA Response: Mobile vouchers can be used by low-income households to lease an apartment in Cambridge or elsewhere that is privately owned. The voucher stays with the family. Project-based vouchers are attached to a specific unit at a property. When a family leaves a project-based voucher unit, the subsidy stays with the unit for the benefit of the new family moving into the apartment. The project-based voucher is essential to CHA's ability to maintain the long-term affordability of the RAD converted units.

7. **RAD and Relocation.** Will I be able to stay at my development even if some temporary relocation will be required?

from CHA'S Annual Plan FY15

REVISION TO CHA'S DRAFT FY15 ANNUAL PLAN TO COMPLY WITH RENTAL ASSISTANCE DEMONSTRATION (RAD) REQUIREMENTS

CHA's draft Annual Plan for FY15 was issued on 12/20/13 and included a substantial discussion of applications pending with HUD to convert the entire CHA public housing portfolio to project based assistance under RAD. On 12/23/13, CHA was notified that the RAD conversions were approved by HUD and commitments to enter into Housing Assistance Payment (CHAP) contracts were awarded for the nine public housing developments in Phase 1. In addition, CHA was notified that it has one year to submit RAD applications for nine Phase 2 public housing developments/scattered sites. In total, this portfolio conversion consists of 1,151 units in Phase 1 and 979 units in Phase 2 for a total of 2,130 units. As noted in the FY15 Plan, CHA anticipates that 34 vouchers will be allocated for Phase 2. This allocation will not impact CHA's continued service requirements as calculated using the MTW Baseline Methodology.

Under HUD Notice PIH-2012-23 (HA), REV-1, CHA is required to address specific RAD details in its Annual Plan. While the RAD conversion was substantively addressed in the Draft Plan and at the Public Hearing on 1/7/14, more detailed information in the format contained in the HUD Notice is presented below and has been made available for public comment:

1. A description of the units to be converted, including the number of units, the bedroom distribution of units, and the type of units (e.g., family, elderly/disabled, or elderly-only).

SEE ATTACHMENT A

2. Any change in the number of units that is proposed as part of the conversion, including de minimis unit reductions and unit reductions that are exempt from the de minimis cap.

NONE

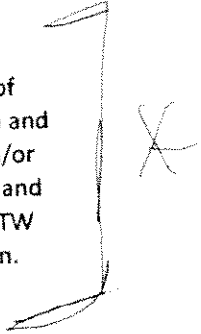
3. Any change in the bedroom distribution of units that is proposed as part of the conversion.

NONE

Any changes in the policies that govern eligibility, admission, selection, and occupancy of units at the project after it has been converted.

CHA has held numerous meetings with our residents at all of the affected sites to discuss the possible transition of properties from the public housing program to project-based assistance. Commitments to our residents have been made that were incorporated into our approved RAD applications. Specifically, when a conversion through the RAD program occurs, CHA has committed to keep all residents in place under the same tenant protections that exist in the public housing program. These tenant protections include but are not limited to the continuation of using the existing lease as modified for LIHTCs, grievance and pet policies, resident organization recognition and funding, rent calculation methodology established by CHA's rent simplification policy, and Admissions and Continued Occupancy Policy. CHA will revise the HCV Administrative Plan to accommodate continuation of the ACOP requirements for all RAD PBV units. All tenant rights and protections as currently applicable to CHA's federal public housing applicants and tenants

shall continue to apply after the conversion from public housing to project-based assistance, regardless of the ownership entity (except where the low income housing tax credit program requires a different rule) and the new owner will stand in the stead of CHA for all such purposes. Any future changes to the lease and/or these policies will be subject to a public notification and comment period in accordance with the notice and comment provisions of 24 CFR 966 and CFR 964 as they may be amended by the MTW Agreement or MTW Annual Plan, or other written agreement between the CHA and the local or city-wide tenant organization.



4. Detail any transfer of assistance to an off-site unit at the time of conversion.

NONE

5. The public is hereby notified that the current and future Capital Fund Program grants from HUD will be reduced as a result of any projects converted to RAD. The estimated amount of current Capital Fund Program grants that are associated with the RAD conversion is shown in the Five-Year Capital Plan on page A38. CHA has no Capital Fund Financing (CFFP) obligations. No Replacement Housing Factor (RHF) funds will be utilized as part of the RAD conversion effort.

LEASE ADDENDUM LOW-INCOME HOUSING TAX CREDIT (LIHTC) RIDER

This property has received an allocation of Low-Income Housing Tax Credits (LIHTC) under section 42 of the Internal Revenue Code. The program requires that only "Qualified Households" that meet certain income limitations based upon household size and composition may occupy a unit in the property.

The Landlord is responsible for compliance with the Internal Revenue Code. In order to accomplish this:

1. Tenant agrees to notify the Landlord of any changes in household composition and/or changes in household student status (within 14 days of the change).
2. Tenant agrees to complete annually or at any other such time requested by Landlord the Recertification Questionnaire disclosing current household composition, household student status and all household income and assets.
3. Tenant agrees to cooperate fully during the recertification process by signing all third party verifications and providing all requested names and addresses.
4. Tenant agrees to respond promptly to recertification notices to ensure a timely completion of the process. Tenant understands that failure to comply with Paragraphs 2 and 3 above within 30 days of the initial recertification notice is considered material non-compliance with this lease and therefore grounds for termination of the lease and eviction.
5. Tenant understands that the initial term of the lease is six months.
6. Tenant agrees that if all household members become full-time students, the household will accept a transfer to the next available non-LIHTC unit of the same bedroom size in the CHA portfolio unless the household meets one of the student exemptions under the LIHTC program or a waiver is obtained from the Internal Revenue Service. Tenant understands and certifies that, at present, the household either has (1) one or more members who are not full time students or (2) meets one of the student exemptions described below:
 - a. A single parent with children, none of which are declared as dependents on another Person's tax return.
 - b. Married and filing a joint federal tax return.
 - c. Receiving TAFDC payments (or other assistance under Title VI of the Social Security Act, 42 USC § 601 et seq.) on behalf of her/himself or his/her minor children.

- d. Enrolled in a job-training program receiving assistance under the Job Training Partnership Act or funded by another federal, state or local government agency.
 - e. Students who were previously under the care and placement of a foster care program.
7. Tenant understands that no additions in household composition are permitted during the first year of occupancy unless prior approval in writing is obtained from the Landlord. For any person to be added to the lease, (s)he must fill out an application and meet the Landlord's "Tenant Selection Criteria". The lone exception to this policy is the birth, adoption, or court appointed custody of a minor.
 8. Whenever the Tenant is or becomes ineligible for residency at the Leased Premises due solely to the LIHTC rules, the Landlord will offer the Tenant a transfer to a non-LIHTC unit or, if such unit is not available, will provide another form of rental assistance, subject to availability. *
 9. Tenant understands and agrees that the Landlord will verify in writing through a third party when necessary, the information provided on the application and recertification questionnaire in order to ensure IRC section 42 compliance. Failure of the Tenant to provide satisfactory, complete and accurate information, when requested, may be considered material non-compliance with the lease. Misrepresentation of any information required to determine tenant eligibility will entitle Landlord to terminate this lease and pursue eviction.

HEAD OF HOUSEHOLD	DATE
CO-HEAD OF HOUSEHOLD	DATE
FOR CAMBRIDGE HOUSING AUTHORITY	DATE

EXHIBIT J

Second Rider to RAD PBV HAP Contract

Moving to Work (MTW)-Related Changes to the Section 8 Project-Based Voucher (PBV) Housing Assistance Payments (HAP) Contract for New Construction or Rehabilitated Housing (Public Housing Conversions: First Component) (HAP Contract)

The HAP Contract, as amended by the Rider to the Section 8 Project-Based Voucher (PBV) Housing Assistance Payments (HAP) Contract for New Construction or Rehabilitated Housing (Public Housing Conversions: First Component), is further amended as follows:

1. Section 2 is revised by revising the third sentence to read "HUD requirements include Notice PIH 2012-32; Rental Assistance Demonstration—Final Implementation (RAD Implementation Notice), subject to any authorization HUD provides or has provided to the CA under its Moving to Work (MTW) Agreement, through approval of an MTW Plan or otherwise in connection with CA's participation in the MTW demonstration, that also has been authorized by HUD's waivers to the RAD Implementation Notice."

2. Section 10.a. is revised to read as follows: "The lease between the owner and each assisted family will be modeled on the former public housing lease (with RAD-required items incorporated into the lease) in place of a Section 8 or other tenant lease, subject to amendment to conform to RAD or tax credit requirements, and subject to amendment in accordance with the requirements of the lease, the Administrative Plan of the CA, and tenant participation requirements at 24 C.F.R. 966 and 24 C.F.R. 964, as they may be modified under MTW, and changes in accordance with the MTW Plan of the CA that do not conflict with RAD statutory requirements or with explicit statutory or regulatory waivers, or alternative requirements, detailed in PIH Notice 2012-32."

3. Section 30 of the HAP Contract is amended by adding at the end the following: "To the extent that public housing due process and grievance rights (including informal conference and grievance hearings) exceed RAD statutory tenant protections, the more comprehensive protections shall apply."

Owner

[Insert appropriate signature block]

Contract Administrator

[Insert appropriate signature block]

**PUTNAM GARDENS
RESIDENT RELOCATION and
UNIT ASSIGNMENT
POLICIES AND PROCEDURES
AGREEMENT**

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- A. List of Putnam Gardens Relocation Committee members
- B. Funding Sources
- C. Phasing Schedule
- D. The Moving Process — Know Your Rights and Responsibilities
- E. Putnam Gardens Notices
- F. Assurance of Permanent Housing and Benefits
- G. Washing Machine “Buy Back” Policy Associated with Revitalization of Putnam Gardens
- H. Relocation Exception to CHA Pet Policy for Putnam Gardens Residents

The number of units at Putnam Gardens will remain unchanged after construction, as described below.

Unit Type	Current Unit Mix	Unit Mix after Construction
1 bedroom	12	12
1 bedroom accessible	3	3
2 bedroom	64	64
2 bedroom accessible	2	2
3 bedroom	28	28
3 bedroom accessible	1	1
4 bedroom	12	12
TOTAL	122	122

The CHA and its affiliates shall use various federal and private funds for this redevelopment project to cover the anticipated cost of relocation (as listed in Attachment B). During and after construction, Putnam Gardens shall be owned by a Limited Liability Company (LLC) but the LLC shall be managed by a non-profit affiliate of CHA. Putnam Gardens will be converted to Project-Based Vouchers (PBV) under the Rental Assistance Demonstration (RAD) program. (The effective date of RAD is anticipated to be January 1, 2015). It is anticipated that all units will also be operated under the federal low income housing tax credits program at Putnam Gardens unless there is an existing Putnam Gardens resident who does not meet the income and program requirements of the low income housing tax credit (LIHTC) program. In that instance, the CHA will forego LIHTC for the unit occupied by such a resident so they can remain at Putnam Gardens.

The CHA and its affiliate(s) will operate all the housing units at Putnam Gardens as family housing using RAD Project-Based Vouchers in the same manner as the CHA's current operation of federal public housing under Moving to Work. Further, CHA will keep existing tenant protections in place, except where the federal low income housing tax credit program imposes different requirements (such as income limits on initial eligibility and continued occupancy and relating to student status). See Section 10 of this document for additional information.

This Resident Relocation and Unit Assignment Policies and Procedures Agreement ("Agreement") details the policies and procedures the Cambridge Housing Authority will use in relocating each household at Putnam Gardens. It will ensure that all households are provided with the same information and afforded the same opportunities in choosing a relocation option. This Agreement is not meant to supersede or limit any rights of tenants for relocation benefits under federal law (e.g. 42 USC 4601 et. seq., federal regulations at 49 CFR Part 24 and at 24 CFR Part 42, and HUD Handbook No. 1378), and the requirements specified in PIH Notice 2012-32, Rev 1, RAD Final Implementation Notice and PIH Notice 2014 -17 Relocation Requirements under the Rental Assistance Demonstration (RAD) Program, Public Housing in the First Component.



9.6 Relocation Claims

Following receipt of a claim for Moving Related Costs, Replacement Housing Costs, or Washing Machine Buy-Back, the CHA agrees to conduct an expeditious review and shall promptly notify the claimant about the need for any additional information in order for the CHA to determine the claim. Payment for a claim shall be made within 20 business days following receipt of documentation that establishes claimant's entitlement. Before denying any claim, the CHA shall offer the tenant a face to face meeting to discuss the claim. If the CHA denies the claim, the CHA shall provide written notice to the tenant of the detailed reasons for the denial and a description of the process for filing an appeal.

9.7 Statement of Assurance

As part of the information packet prepared and distributed by CHA, all households will receive a statement of assurance signed by the head of the CHA stating that relocation assistance payments will be provided to temporary or permanently displaced residents in accordance with this Agreement and applicable laws. See Attachment F.

10: What Happens When Putnam Gardens Construction is Finished? What Rules Apply?

10.1 Low-Income Housing Tax Credits (LIHTC) and RAD Project-Based Voucher (PBV) Program

The CHA and the new owner of Putnam Gardens shall operate the 122 apartments as low-income housing tax credit and RAD Project-Based Voucher rental housing which shall be governed by the laws and regulations applicable to Rental Assistance Demonstration (RAD) Program and Project-Based Voucher Program as amended by CHA's Moving to Work Agreement, except when the federal low income housing tax credit program imposes different requirements (such as income limits on initial eligibility and relating to student status). The CHA will operate the RAD PBV apartments at Putnam Gardens as family public housing with the same tenant protections as currently in place for federal public housing including but not limited to: the continuation of the existing lease (except as modified for LIHTCs), grievance and pet policies, resident organization recognition and funding, rent calculation methodology established by CHA under MTW, and CHA's Admissions and Continued Occupancy Policy (including allowing transfers among "RAD" developments). Any future changes to the lease and/or these policies will be subject to a public notification and comment period in accordance to the notice and comment provisions of 24 CFR 966 and 24 CFR 964 as they may be amended by the MTW Agreement, the MTW Annual Plan, the lease, or other written agreement between the CHA and the local or city-wide tenant organization. At a minimum, the CHA will memorialize these protections in the Management Plan, an attachment to the Management Agreement that will be executed between the ownership entity of the RAD development and the CHA.

The CHA and/or the owner of the Putnam Gardens shall provide the PGRC, its attorneys and the Alliance of Cambridge Tenants (ACT) with copies of the proposed Management Agreement (and all attachments) and proposed RAD Use Agreement with sufficient time to enable PGRC and the other

named parties to meet with the CHA, to obtain relevant information from the CHA, and to submit comments prior to the execution of the Management Agreement and RAD Use Agreement.

10.2 Return from Off-Site - Moves After Construction Is Completed

All current Putnam Gardens tenants who moved off site and who want to return to the new Putnam Gardens upon its completion shall be entitled to do so in accordance with this Agreement and as evidenced by the Assurance of Permanent Housing and Benefits (Attachment F). CHA will provide such Putnam Gardens residents with as much notice as possible for returning residents, but at least one hundred (100) days before the estimated date that the newly renovated Putnam Gardens will be available for occupancy. Any tenant electing to return to the new Putnam Gardens after construction is complete shall notify the CHA that he/she elects to return within the time limits specified in the chart and sections below.

Prior to the household's move back to Putnam Gardens, Cambridge Housing Authority's Relocation Coordination Manager (RCM) or Relocation Coordinator (RC) will meet with each household to:

- confirm that they wish to return to the renovated Putnam Gardens
- discuss the upcoming move;
- confirm unit preference(s);
- confirm if there is a need for moving or packing and unpacking assistance; and
- identify potential moving dates.

For those tenants returning to Putnam Gardens from off site, the CHA will develop a unit assignment plan based upon the following criteria:

- Appropriate unit size
- Pertinent medical needs

Every Putnam Garden tenant wishing to return to the renovated Putnam Gardens at the end of construction will be part of this lottery with those tenants receiving the lowest lottery number having priority over similarly situated tenants receiving a higher lottery number. Tenants with pertinent medical need will be placed on one list (in lottery order) for each bedroom size and will have priority over all other tenants for a particular relocation option that meets his or her medical needs. Those tenants without medical need will be placed on a second list by bedroom size and lottery number. All tenants with medical need shall be placed into apartments which meet their needs if at all possible. If tenants with medical needs require the same type of apartment (such as first floor) the tenant with the lowest lottery number will have first choice of such units. Once those with medical needs are placed in appropriate units to the extent possible, then the remainder of the units shall be chosen by returning tenants in order of the tenant's lottery number within each bedroom size.

All Putnam Gardens tenants who relocated off site shall be notified at least two weeks in advance of the date and time of the lottery. The lottery shall be conducted in the Putnam Gardens community room and open to any interested person. After the lottery, the CHA will prepare a ranked list taking into consideration any medical need a resident may have and post the lists (with a control number) in the management office within two business days of the lottery. Once the list is posted, the CHA shall

ATTACHMENT F

Putnam Gardens
Assurance of Permanent Housing and Benefits

The Cambridge Housing Authority guarantees to _____ who resides or resided at _____ Putnam Gardens, Apartment #_____, Cambridge, MA 02139 on or after September 13, 2013, the right to permanent housing at Putnam Gardens upon completion of the relevant phase and entire development subject to the terms and conditions of the Resident Relocation and Unit Assignment Policies and Procedures ("Agreement") between the Cambridge Housing Authority and the Putnam Gardens Relocation Committee dated January _____ 2015 and the right to all other benefits, assistance, and procedures as provided for in the Agreement, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the requirements specified in PIH Notice 2012-32, Rev 1, RAD Final Implementation Notice and PIH Notice 2014 -17 Relocation Requirements under the Rental Assistance Demonstration (RAD) Program, Public Housing in the First Component.

Executed in duplicated on the dates listed below.

RESIDENT

Date

CAMBRIDGE HOUSING AUTHORITY

Date

Gregory P. Russ, Executive Director

Date

Jenepher Gooding, Property Manager

The San Francisco Housing Authority (“SFHA”), in partnership with the City and County of San Francisco (“City”), has converted some public housing units to the federal Rental Assistance Demonstration (RAD).

The terms of this tenancy are established by this Lease and several other documents that are being provided to you along with this Lease, as follows:

- HUD’s Tenancy Addendum Section 8 Project-based Voucher Program (form HUD 52530.c (04/15))
- RAD PBV Lease Rider
- Supplemental PBV Lease Rider
- Low Income Housing Tax Credit (“LIHTC”) Rider (Resident Notification Letter, LIHTC Rider, Notice – Good Cause Eviction Protection)
- Grievance Procedure
- House Rules and addenda

The purpose of this Lease to help ensure the safety and comfort of Residents to RAD subsidized units, and to advance the quality and safety of the entire RAD Community as a whole. Resident understanding of the terms of these RAD House Rules, the Lease, and all other lease addenda is highly valued. All of the documents governing the Lease must be considered together and shall be interpreted consistent with the RAD goals of housing retention and tenant protection.

[INTENTIONALLY LEFT BLANK]

[INSERT OWNER'S TENANT LEASE HERE]

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Tenancy Addendum Section 8 Project-based Voucher Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 04/30/2018)

Instructions for use of Tenancy Addendum

This tenancy addendum is used in the Section 8 project-based voucher (PBV) program. Under the program, HUD provides funds to a public housing agency (PHA) for rent subsidy on behalf of eligible families. The main regulation for this program is 24 Code of Federal Regulations Part 983.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the family members' names, unit address, and owner name is mandatory. The information is used to provide Section 8 project-based assistance under the Section 8 Project-based Voucher program in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family or owner participation in the Section 8 Project-based Voucher program.

The tenancy addendum has two parts:

Part A: Tenancy Addendum Information (fill-ins).

See section by section instructions.

Part B: Tenancy addendum.

How to fill in Part A

Section by Section Instructions.

Section 2: **Tenant**

Enter full name of tenant.

Section 3. **Contract Unit**

Enter address of unit, including apartment number, if any.

Section 4. **Household Members**

Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities.

Section 5. **Initial Lease Term**

Enter first date and last date of initial lease term.

(The initial lease term must be for at least one year. 24 CFR § 983.256(f).)

Section 6. **Initial Rent to Owner**

Enter the amount of the monthly rent to owner during the initial lease term.

Section 7. **Initial Tenant Rent.**

Enter the initial monthly amount of tenant rent.

Section 8. **Housing Assistance Payment**

Enter the initial amount of the monthly housing assistance payment.

Section 9. **Utilities and Appliances**

The lease must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 9 to show who is responsible to provide or pay for utilities and appliances.

**Tenancy Addendum
Section 8 Project-based
Voucher Program**

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

Part A of the Tenancy Addendum

(Fill out all of the information in Part A.)

1. Contents of Tenancy Addendum

This Tenancy Addendum has two parts:

Part A: Tenancy Addendum Information

Part B: Tenancy Addendum

2. Tenant

3. Contract Unit

4. Household

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

5. Initial Lease Term

The initial lease term begins on (mm/dd/yyyy): _____

The initial lease term ends on (mm/dd/yyyy): _____

6. Initial Rent to Owner

The initial rent to owner is: \$ _____

7. Initial Tenant Rent

The initial tenant rent is: \$ _____ per month. The amount of the tenant rent is subject to change by the PHA during the term of the lease in accordance with HUD requirements.

8. Initial Housing Assistance Payment

At the beginning of the Housing Assistance Payments (HAP) contract term, the amount of the housing assistance payment by the PHA to the owner is \$ _____ per month. The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

9. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type				Provided by	Paid by
Heating	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other		
Cooking	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other		
Water Heating	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other		
Other Electric						
Water						
Sewer						
Trash Collection						
Air Conditioning						
Refrigerator						
Range/Microwave						
Other (specify)						

Signatures:

Owner

Print or Type Name of Owner

Signature

Print or Type Name and Title of Signatory

Date

Tenant

Print or Type Name of Family Representative

Signature

Print or Type Name of Family Representative

Signature

Date

Tenancy Addendum
Section 8 Project-based
Voucher Program
(To be attached to Tenant Lease)

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

Part B: Tenancy Addendum

1. Section 8 Project-based Voucher (PBV) Program

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 PBV program of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the public housing agency (PHA) under the PBV program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

- a. The owner has given the PHA a copy of the lease, including any revisions agreed to by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with HUD requirements and the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

- a. During the lease term, the family will reside in the contract unit with assistance under the PBV program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

- a. The initial and redetermined rent to owner are established in accordance with HUD requirements.
- b. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
 - (1) The reasonable rent for the unit as most recently determined or redetermined by the

PHA in accordance with HUD requirements, or

- (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

- a. The tenant rent is the portion of the monthly rent to owner paid by the family. The PHA determines the tenant rent in accordance with HUD requirements. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 PBV program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. The rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease. The rent to owner does not include charges for non-housing services such as food, furniture or supportive services provided by the owner.
- f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

- a. With the exception of families receiving PBV assistance in assisted living developments (see paragraph b. below), the owner may not require the tenant or family members to pay charges for any meals or supportive services which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- b. In assisted living developments receiving project-based assistance, the owner may charge tenants, family members, or both for meals or supportive services. Any such charges must be specified in the lease. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the

reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in assisted living developments.

- d. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and Appliances

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.

- c. **Family Damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

- d. **Housing Services.** The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

- a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

- b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c);
- (4) Failure of a family in a supportive service excepted unit to complete its Family Self-Sufficiency (FSS) Contract of Participation or other supportive services requirement without good cause; or
- (5) Other good cause (as provided in paragraph d).

c. Criminal Activity or Alcohol Abuse

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

- (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

- (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

- (c) Any violent criminal activity on or near the premises; or

- (d) Any drug-related criminal activity on or near the premises.

- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

- (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
- (b) Violating a condition of probation or parole under Federal or State law.

- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other Good Cause for Termination of Tenancy

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

- (2) During the initial lease term or during any extension term, other good cause includes:

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

- (3) After the initial lease term, such good cause includes the tenant's failure to accept the owner's offer of a new lease or revision.

e. Lease Expiration

Upon lease expiration, an owner may renew the lease or refuse to renew the lease for good cause. In addition, the owner may refuse to renew the lease without good cause, in which case the PHA will provide the family with a tenant-based voucher, and the unit will be removed from the PBV HAP contract.

f. **Protections for Victims of Abuse**

- (1) Incidents or threats of abuse will not be construed as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of a victim of abuse.
- (2) Criminal activity directly relating to abuse, 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 abuse.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may “bifurcate” a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, 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. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
- (4) Nothing in this section may be construed to limit the authority of a PHA, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the PHA to terminate assistance to 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 owner, manager, or PHA does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the PHA to terminate assistance, to any tenant if the owner, manager, or PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if

the tenant is not evicted or terminated from assistance.

- (7) Nothing in this section 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, or stalking.

g. **Eviction by Court Action.** The owner may only evict the tenant by a court action.

h. **Owner Notice of Grounds**

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. **PHA Termination of Assistance**

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

10. **Lease: Relation to HAP Contract**

If the HAP contract terminates for any reason, the lease terminates automatically.

11. **Family Right to Move**

- a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.
- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. **Security Deposit**

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the

security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. **Prohibition of Discrimination**

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. **Conflict with Other Provisions of Lease**

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 PBV program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. **Changes in Lease and Rent**

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. The owner must notify the PHA in advance of any proposed change in lease requirements governing the allocation of tenant and owner responsibilities for utilities. Such changes may be made only if approved by the PHA and if in accordance with the terms of the lease relating to its amendment. The PHA must redetermine reasonable rent in accordance with HUD requirements, based on any

changes in the allocation of responsibility for utilities between the owner and tenant, and the redetermined reasonable rent shall be used in the calculation of the rent to owner from the effective date of the change.

16. **Written Notices**

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

17. **Definitions**

Contract unit. The housing unit rented by the tenant with assistance under the program.

Excepted Unit. A contract unit not counted against the 25 percent per- project cap on PBV assistance.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 PBV program.

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

HUD requirements. HUD requirements for the Section 8 PBV program. HUD requirements are issued by HUD headquarters as regulations, Federal Register notices or other binding program directives. The Lease Addendum shall be interpreted and implemented in accordance with HUD requirements.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 project-based voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

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PBV Lease Rider

As required by HUD and the RAD program, this Lease Rider applies to your lease at the [LIST PROPERTY NAME HERE]. This Lease Rider is for the following unit:

_____ (the
“premises”)

1. Lease Termination.

Any written notice of lease termination will provide to the Residents not less than:

A. A reasonable amount of time, but not to exceed 30 days notice:

1. If the health or safety of other Residents, San Francisco Housing Authority (SFHA) or Owner employees, or persons residing in the immediate vicinity of the premises is threatened; or

2. In the event of any drug-related or violent criminal activity or any felony conviction of a household member;

B. 14 days notice in the case of nonpayment of rent;

C. 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

2. Grievance Process.

HUD is incorporating additional procedural rights to comply with the requirements of Section 6 of the United State Housing Act of 1937, as amended.

For issues related to tenancy and termination of assistance, PBV program rules require the PHA to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will waive 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, and require that:

A. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi),¹ an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a Project Owner action in accordance with the individual's lease or SFHA action as the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.

1. For any hearing required under 24 CFR § 982.555(a)(1)(i)-(vi), SFHA, as the contract administrator, will perform the hearing, as is the current standard for the program. The hearing officer must be selected in accordance with 24 CFR § 982.555(e)(4)(i).

2. For any additional hearings required under RAD, the Project owner shall provide the opportunity for an informal hearing.

B. There is no right to an informal hearing for class grievances or for disputes between residents not involving the Project Owner or SFHA as contract administrator. The hearing requirement shall not apply to and is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and SFHA as contract administrator.

C. The Project Owner gives residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).

D. The Project Owner shall provide opportunity for an informal hearing before an eviction.

Current PBV program rules require that hearing procedures must be outlined in the SFHA's Section 8 Administrative Plan. Those hearing procedures are attached to this RAD PBV Lease Rider and incorporated herein and shall apply to hearings held in accordance with this Lease Rider.

¹ § 982.555(a)(1)(iv) is not relevant to RAD as the tenant-based certificate has been repealed.

All of the foregoing terms and conditions supersede and take precedence over any provisions to the contrary contained in your lease for the premises.

OWNER: NAME OF LEGAL OWNER, Legal Owner

**By: LEGAL NAME OF MANAGEMENT AGENT,
its *Authorized Management Agent***

By: _____
Printed Name *Signature*

Title: _____ Date: _____

RESIDENT:

Signature: _____ Date: _____
Head of Household: **PRINTED NAME**

Signature: _____ Date: _____
Co-Head or Spouse: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

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<p>SAN FRANCISCO HOUSING AUTHORITY RAD CONVERSION</p> <p>To be attached to Tenant Lease</p>	<p>SUPPLEMENTAL PBV LEASE RIDER</p>
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TENANT: _____

DESIGNATED UNIT: _____

1. The purpose of this Rider is to clarify the protections that apply to the tenancy of the household named above (“Tenant”), by virtue of the conversion of the Contract Unit from Public Housing to Section 8 PBV housing under the Department of Housing and Urban Development’s Rental Assistance Demonstration Program (RAD).²

2. This Rider accompanies and compliments the “Tenancy Addendum Section 8 Project-based Voucher Program” (form HUD 52530.c (04/15)) (“Tenancy Addendum”), and “RAD PBV Lease Rider”, which HUD requires as part of the Tenant’s lease.

3. HUD Notice PIH 2012-32, Rev 2 (“PIH Notice 2012-32”), which governs RAD conversions, contains certain tenant protections that the Tenancy Addendum and RAD PBV Lease Rider reference and/or incorporate. The purpose of this Rider is to explicitly identify as part of the Tenants’ lease the RAD tenant protections enumerated in PIH Notice 2012-32, which include the following:
 - a. **No Re-Screening Upon Conversion** (Notice 2012-32, Section 1.6(C)(1)). Pursuant to RAD statute, at conversion, current households are not subject to rescreening, income eligibility, or income targeting provisions. Consequently, current households will be grandfathered for conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for

² The Consolidated and Further Continuing Appropriations Act, 2012, Pub. L. No. 112-55, approved November 18, 2011 (2012 Appropriations Act), authorizes the conversion of properties with Public Housing assistance under section 9 of the 1937 Act to properties with PBV assistance under section 8(o)(13) of the 1937 Act. Requirements of the RAD conversion process are further articulated in Notice PIH 2012-32; Rental Assistance Demonstration – Final Implementation.

actions that occur after conversion. Thus, 24 CFR § 982.201, concerning eligibility and targeting, will not apply for current households.

- b. **Right To Return** (Notice 2012-32, Section 1.6(C)(2)). Any resident that may need to be temporarily relocated to facilitate rehabilitation or construction under RAD will have a right to return to the development once rehabilitation or construction is completed.
- c. **Renewal of Lease** (Notice 2012-31, Section 1.6(C)(3)) and PIH 2012-32, REV 2, page 52. The PHA and Owner must renew all leases upon lease expiration, unless good cause exists. "Good cause" is defined in "Tenancy Addendum Section 8 Project-based Voucher Program" (also attached to this lease), Part B, Paragraphs 8-9. Consequently, 24 CFR § 983.257(b)(3) and Tenancy Addendum Part B, Paragraph 8(e) will not apply. The current lease provision is modified accordingly and initialed by the tenant and owner.
- d. **Phase-In of Tenant Rent Increases** ((Notice 2012-32, Section 1.6(C)(4)). If Tenant's monthly rent increases by more than the greater of 10 percent or \$25, purely as a result of conversion, the rent increase must be phased in over 3 years, as follows:
 - i. Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 33% of difference between most recently paid TTP and the standard TTP
 - ii. Year 2: Year 2 AR and any IR prior to Year 3 AR – 66% of difference between most recently paid TTP and the standard TTP
 - iii. Year 3: AR and all subsequent recertifications – Full standard TTP
- e. **Resident Participation and Funding** ((Notice 2012-32, Section 1.6(C)(5)). Residents of Tenant's project have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment and are eligible for resident participation funding. Specific protections for resident organizations are included in Notice 2012-32, Attachment 1B.2.B.1-6.
- f. **Converting Residents and Supportive Services** ((Notice 2012-32, 1.6(A)(2) and Notice 2012-32, Rev 2, 1.6(A)(2)). A household living in the unit at the time of the RAD conversion may decline an offer of supportive services without creating a ground for lease termination. Consequently, Tenancy Addendum Section 8(b)(4) shall not apply.

- g. **Earned Income Disregard (EID)** ((Notice 2012-32, Section 1.6(C)(8)).((Notice 2012-32, Section 1.6(C)(8)). Tenants who are employed and are currently receiving the EID exclusion at the time of conversion will continue to receive the EID after conversion, in accordance with regulations at 24 CFR § 5.617. Upon the expiration of the EID for such families, the rent adjustment shall not be subject to rent phase-in, as described in Section 1.6.C.4; instead, the rent will automatically rise to the appropriate rent level based upon tenant income at that time.

- h. **Choice Mobility** In accordance with 24 CFR § 983.260, the Tenant may choose to terminate the Lease after one year, and the Housing Authority must offer the Tenant a Housing Choice Voucher or similar tenant-based assistance, *but only if such assistance is available*. If tenant-based assistance is not available, the Housing Authority must give the family priority to receive the next available opportunity for continued tenant-based rental assistance. "See the "Tenancy Addendum Section 8 Project-based Voucher Program" (also attached to this lease), Part B, Paragraph 11, for additional guidance.

- i. **Limited English Proficiency.** In accordance with Title VI, Executive Order 13166, HUD's 2007 Limited English Proficiency Guidance, 72 Fed. Reg. 2732 (Jan. 22, 2007)), as well as applicable state and local laws, the landlord and the Housing Authority must ensure that all meetings and materials include meaningful language assistance to persons with limited English proficiency. Meaningful language assistance includes, but is not limited to, translation of documents that will foreseeably have an impact on tenant or occupant rights ("vital documents") and access to oral interpretation assistance.

OWNER: NAME OF LEGAL OWNER, Legal Owner

**By: LEGAL NAME OF MANAGEMENT AGENT,
its *Authorized Management Agent***

By: _____
Printed Name Signature

Title: _____ Date: _____

RESIDENT:

Signature: _____ Date: _____
 Head of Household: **PRINTED NAME**

Signature: _____ Date: _____
Co-Head or Spouse: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

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RESIDENT NOTIFICATION LETTER

As a Resident of _____ (*name of property*), a development funded under the Low Income Housing Tax Credit program, you have certain rights stated in your lease and the Lease Rider attached. Your landlord must follow the federal and state rules for the Housing Tax Credit Program. One of the important protections provided by federal law is that you cannot be evicted from your home without a good reason, or "good cause".

Your landlord may not evict you without good cause. Good cause is generally serious or repeated violations of the terms of your lease. The landlord must state the good cause in any notice seeking to terminate your tenancy. If you contest the eviction, the landlord must then file a court action and prove the good cause to a judge.

Attached are a Notice and "Lease Rider" that outline the protections you can enforce. The attached Lease Rider should already be signed by your landlord. You and all members of your household aged 18 or older must also sign the Lease Rider and return it to your landlord by _____ (*date*).

The Lease Rider only needs to be signed at initial move-in. If at any time additional adult household members enter the unit or a child turns 18, they should sign the existing form with the current date. You may view the current Lease Rider Form at the following web site:

<http://www.treasurer.ca.gov/ctcac/compliance/leaserider>. If you do not have Internet access, you may call (916) 654-6340 and request a copy of the current form.

If you have any questions concerning this matter, please contact your Resident Manager _____, or your landlord at _____.

Sincerely,

Property Representative Name (print)

(Property Name)

Date

Encl:

(1) Lease Rider

(2) Notice - Good Cause Eviction Protection

**LOW INCOME HOUSING TAX CREDIT LEASE RIDER
(to be attached to resident lease)**

Property Name: _____ Unit # _____
Household Name: _____

Dear Resident or Applicant:

The owner(s) of this property rents residential units under the federal Low-Income Housing Tax Credit Program (the "program") administered by the California Tax Credit Allocation Committee (TCAC). Under the program, the owner has agreed to rent some or all of the units in the property to low-income households and restrict the rents for those units. Another protection provided by federal law is that Low Income Tenants may not be evicted without good cause. The following Lease Rider is an important part of ensuring your rights to good cause for eviction.

The Lease or Rental Agreement dated _____ is hereby amended by adding the following provision:

Lease Rider: Good Cause for Eviction

Owner may not terminate the tenancy the Lease or rental agreement of a Low Income Tenant except for good cause, including a serious or repeated violation of the material terms and conditions of the Lease, or a violation of applicable Federal, State, or local law. To terminate the tenancy the Lease, Owner must provide written notice to the tenant of the grounds with sufficient specificity to enable the tenant to prepare a defense. The notice must be served at least three days before the termination of tenancy, and must comply with all requirements of California law and other applicable programs. Tenant has the right to enforce this requirement in state court, including presenting a defense to any eviction action brought by Owner.

To the extent that any terms contained in the Lease or rental agreement, or any other agreement between the owner and the tenant, contradict the terms of this Rider, the provisions of this Rider shall control.

By signing below, I indicate my consent to this Lease Rider:

Property Representative Name (print)	(signature)	Date

By signing below, I indicate my consent to this Lease Rider. I/we have been given a copy of this Lease Rider.

Resident or Applicant Name (print)	(signature)	Date
Resident or Applicant Name (print)	(signature)	Date
Resident or Applicant Name (print)	(signature)	Date
Resident or Applicant Name (print)	(signature)	Date

NOTICE – GOOD CAUSE EVICTION PROTECTION

As a resident in a “Housing Tax Credit Program” rental unit, you have a right to continue living in your rental unit unless you do something that gives your landlord “good cause” to evict you. This notice provides basic information about your rights.

Why are you being notified of your right against eviction without “good cause”?

The federal law that created the Housing Credit Program requires this protection. The California Tax Credit Allocation Committee requires your landlord to notify you and amend your lease. You and your landlord must also sign the “Lease Rider” to make this important resident protection part of your lease. This “Lease Rider” has already been signed by your landlord and should be attached to this notice for your signature.

What is “good cause” for your landlord to evict or to terminate your tenancy?

There is no specific list of “good causes” to evict residents. Rather, this matter has been left to the courts to decide and define. However, your landlord would have “good cause” if you commit a serious or repeated violation of the significant terms of your lease. Some examples of what might be considered good cause are failure to pay rent on time, failure to cooperate with legal recertification requirements, and engaging in illegal activity on the premises.

What if your lease does not yet include protection against being evicted without “good cause”?

Even if your lease does not state this protection, you have the right NOT to be evicted without “good cause.” To strengthen this protection, you should immediately sign and return the “Lease Rider.”

What procedures must the landlord follow to evict me?

Before you can be evicted, your landlord must give you a **written notice** of the reasons – the “good cause” – that is specific enough for you to present a defense if you wish. You do not have to move out after the notice if you believe there is no good cause. Whether you agree or disagree with the notice, you should never ignore it. If you choose to stay and contest the eviction, the landlord must file and serve you with a court action, called an “unlawful detainer”. This court action must be based on the same good cause stated in the notice. You have the right to show why there is not good cause at a hearing in court. The judge will then decide whether the landlord has shown good cause. You only have to leave the premises if the court orders you to do so.

IMPORTANT! If you receive an eviction notice or court papers, you should contact an attorney immediately for legal advice.

Who should you contact if you have more questions?

Please contact your resident manager, local legal services office, local housing rights organization, or a private attorney.

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APPEAL AND GRIEVANCE PROCEDURE FOR RAD DEVELOPMENTS *(Post Conversion)*

The RAD developer strives to provide excellent services to tenants and applicants of the housing we own and manage. However, we realize that on occasion, disagreements between tenants or applicants and staff will occur. We have adopted the Appeal and Grievance Procedure described herein to ensure that tenants and applicants have a fair opportunity to present and resolve any disagreements or disputes they have in the area of property management. (Tenant Services grievances are covered in a separate procedure available from your property's Tenant Services office.)

Experience shows that most disagreements can be resolved quickly and informally through direct and honest communication. Therefore, we encourage you to bring your concerns directly to the pertinent employee for resolution. You may also request a hearing if you have a complaint about another tenant concerning your or others' health and safety or maintenance and management of the project.

If you do not believe that the employee has adequately addressed your concern, we ask that you bring your concern to the Property Manager, whose office is on the ground floor of the property you live in. If you do not believe that the Property Manager has adequately addressed your concern, or if your concern is with the Property Manager and you feel you cannot address this with them directly, please bring the issue to the Property Supervisor. The Property Supervisor manages the staff and facilities of several buildings.

Submit your request to the office of the Property Supervisor.

If the Property Supervisor does not resolve your concern satisfactorily, you may follow the procedure described below.

The RAD developer's policy is that all tenants' grievances be given complete and objective consideration. On rare occasions, this may require reference of a problem to higher levels of authority. This procedure has been adopted to assure that opportunity for full -due process and a fair opportunity to present and resolve any disagreements or disputes that you have with management is given to all tenants and applicants.

This procedure applies to both applicants and tenants of [RAD DEVELOPER NAME] properties. All tenants are encouraged to use it without concern that it will reflect on their status as a tenant.

DEFINITIONS

-Complainant is defined as any tenant or prospective tenant of the housing whose rights, duties, welfare, or status are or may be adversely affected by management's action or failure to act and who files a grievance with management with respect to such action or failure to act. Complainant is referred to in this procedure as -complainant, -you or -tenant.

-Grievance is defined as any dispute with respect to management action or failure to act in accordance with lease requirements, or any management action or failure to act involving the interpretation or application of management regulations, policies, or procedures which adversely affects the rights, duties, welfare, or status of the complainant.

A. Rights to a Grievance Hearing

If you believe you have a grievance, for example that management has acted so that your rights or status are adversely affected, or you believe that management has not complied with the terms of the residential lease it entered into with you, then you are entitled to a hearing in accordance with this grievance and appeal procedure.

You may also request a hearing if you have a complaint about another tenant concerning your or others' health and safety or maintenance and management of the project.

If you applied for a unit and were rejected, you also have the right to request a hearing. The grievance and appeal procedure does not apply if:

1. You have been given a notice to vacate because you or a member of your household engaged in:
 - a. criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises, other residents or management employees;
 - b. violent or drug-related criminal activity on or near the premises; or
 - c. criminal activity that resulted in felony conviction of a household member.
2. You do not have a right to an informal hearing for class grievances or for disputes between residents not involving management or SFHA.

Your tenancy will not terminate and management will not file an eviction complaint against you until the time to request a hearing expires and you did not request a hearing; or if you requested a hearing, a complaint will not be filed until the informal and formal hearing procedure have been completed. In the case of a proposed adverse action other than an eviction, the management shall not take the adverse action until the time for you to request a grievance hearing has expired, and (if you timely requested a hearing) the grievance hearing has been completed.

B. Rent or Other Charges Owing

During the hearing process, you must continue to pay all rent and charges not in dispute as they become due.

If you fail to pay rent and charges not in dispute, the hearing officer may determine that you have waived your right to a formal hearing. If the hearing officer decides that you have waived your right to a hearing, you may resolve your grievance in court.

C. Requesting a Hearing

1. **PRESENT YOUR REQUEST FOR AN INFORMAL HEARING ON TIME.** You must personally make a request for an informal hearing either orally or in writing to the [RAD DEVELOPER NAME] administrative office (located at INSERT ADDRESS), so that together we may agree to a date and time to discuss your grievance informally. You must present your grievance within a reasonable time, not to exceed ten (10) working days after the grievance or dispute arose. Your request must include a simple statement of your grievance or dispute.

2. **THE INFORMAL HEARING.** The goal of the informal hearing is to settle the problem without the need for a formal hearing or court proceedings. If you have a complaint and request a hearing, you will have an informal hearing with an individual who did not make or approve the decision or a subordinate of this person. Once requested, the informal hearing must be held between you and management within ten (10) business days after your request. Furthermore, management is obliged to give you its decision on the matter in writing within ten (10) business days of the hearing. If the decision is not in your favor or the problem is not settled, you are entitled to request a formal hearing. The written decision will also include the procedures you must follow if you want to appeal the decision in a formal hearing.

While you can present your grievance orally, it is better also to state your grievance in writing. The grievance may be simply stated, and it is best if you also state action or relief you seek.

We will prepare a written, dated, and signed summary of our discussion and answer to your grievance within ten (10) business days. We will mail or deliver one copy to you and keep one in your file. Our answer shall specify 1) the names of the hearing participants, including the tenant and management staff, 2) the date of the hearing, 3) the nature of the grievance, 4) the proposed disposition of the grievance and the specific reasons therefore, 5) your right to a formal hearing, 6) the procedure by which you may request a formal hearing if you are not satisfied with the proposed disposition and 7) the date by which to file the request for the formal hearing.

3. THE FORMAL HEARING. If you are dissatisfied with management's decision at the informal hearing, you have a right to a formal hearing. An impartial person, (someone other than a person who made or approved the decision or a subordinate of this person will conduct the formal hearing. An impartial hearing officer will be selected from the rotating list of hearing officers established by SFHA after consultation with the resident organizations. An attorney who has represented any RAD developer or the SFHA may not act as a hearing officer.

4. PRESENT YOUR REQUEST FOR A FORMAL HEARING ON TIME. If you want a formal hearing, you may submit a written request to [Name and title and address] within ten (10) days after receiving the decision from the informal hearing. If you miss this 10-day deadline, the decision from the informal hearing will become final. This shall not, however, constitute a waiver of your right thereafter to contest the disposition of the grievance in an appropriate judicial proceeding.

As with the informal hearing, you must simply state your complaint or grievance, the reasons why you disagree with the decision resulting from the informal hearing and action or relief you seek.

5. DO NOT MISS THE HEARING. The hearing will be held no more than ten (10) business days after management receives your request for a hearing. You will be given at least five (5) business days' notice of the hearing date. You have the right to make one request for a rescheduled time, for good cause. If you or management's representative fails to appear without prior notification, the hearing officer can either proceed with the hearing without the absent party or reschedule the hearing for a later date.

D. Procedures Governing the Hearing

The following procedures are intended to protect your right to a fair hearing and provide basic due process safeguards:

1. You can bring as much evidence to the hearing as you think you need. However, the hearing officer will determine if it relates sufficiently to the hearing to be considered.
2. You can bring someone to represent you at the hearing or a witness or observer, but you must also be present.
3. You and management can have witnesses to support your respective positions, with the right to cross-examine each other's witnesses.
4. You will be given the opportunity a reasonable time before the hearing to examine and copy at your expense all documents, records, and regulations that are relevant to the hearing. Any documents not made available for review may not be relied upon by management at the hearing.
5. The hearing will be private.
6. Either party may request that the hearing be recorded at their own expense. Any party may purchase a copy.
7. At the hearing, you must present your side of the dispute and state what you want done. It will then be management's burden to justify its actions. If the hearing relates to an eviction or lease termination, management must also prove "good cause," as defined in the Program Regulations. Good cause includes, but is not limited to, nonpayment of rent, noncompliance with the terms of the lease, subletting, and remaining on the property after your tenancy is terminated.
8. Those present at the hearing must conduct themselves in an orderly fashion and follow the rules laid out by the hearing officer. Failure to do so is sufficient grounds for the hearing officer to terminate the hearing.
9. Until the hearing officer sends you a written decision, neither management nor the owner will file an eviction action against you in court.

E. Consideration of Circumstances

In determining whether to deny or terminate assistance or evict because of action or failure to act by members of the family:

- (i) Management and the hearing officer must consider all relevant circumstances such as the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member,

and the effects of denial, termination of assistance or eviction on other family members who were not involved in the action or failure.

(ii) Management or the hearing officer may impose, as a condition of continued assistance for other family members, a requirement that other family members who participated in or were culpable for the action or failure will not reside in the unit. Management or the hearing officer may determine that the other members of a participant family may continue receiving assistance.

(iii) In determining whether to deny admission, terminate assistance or to evict due to illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the management and hearing officer shall consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully (42 U.S.C. 13661). For this purpose, the management or hearing officer may require the tenant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

(iv) If the family includes a person with disabilities, decision concerning such action is subject to consideration of reasonable accommodation in accordance with 24 CFR, part 8.

(v) Nondiscrimination limitation and protection for victims of domestic violence, dating violence, sexual assault or stalking. The management and owner's admission, termination and eviction actions must be consistent with fair housing and equal opportunity provisions of 24 CFR § 5.105, and with the requirements of 24 CFR part 5, subpart L, protection for victims of domestic violence, dating violence, sexual assault or stalking.

(vi) In the case of a proposed eviction, eviction must always be considered a last resort and alternatives to eviction must be considered. In non-payment of rent cases, a fair and reasonable payment plan must be offered. Considerations of health, safety and quiet enjoyment must be balanced with a consideration that residents may have no other housing options and that they may not have complete control over all household members and guests.

F. Decision of the Hearing Officer

The hearing officer must send a written decision to all parties within ten (10) business days of the request for the hearing. The decision will be based solely upon a preponderance of the evidence presented at the hearing and in conformance with applicable laws and/or regulations. In general all evidence is admissible. Even though hearsay is generally admissible hearsay evidence alone cannot be used as the sole basis for the decision.

The decision should follow a format of: Hearing information (date, parties present, etc.), Statement of reasons for the hearing, Summary of evidence, Finding of facts, Conclusions and Order.

Provided that the decision is consistent with the applicable laws and regulations, it will be binding on all the parties. If the decision is in your favor, management must promptly take all actions necessary to carry out the decision or refrain from any action prohibited by the decision. If the decision is not in your favor, you must promptly comply with the decision, terminate your tenancy and move, if required, or take your complaint to court.

A copy of the decision with all names and identified references shall be provided to and maintained on file by SFHA and made available for inspection by another complainant, a hearing officer or SFHA.

G. Unresolved Grievances or Additional Appeals

If the parties and hearing officer are unable to resolve the grievance or any party wishes to make an additional appeal, either party may direct their complaint to the local responsible agency for review and recommendation.

For housing matters relating to Section 8, you may contact the San Francisco Housing Authority, ATTN: Special Programs, 1815 Egbert Avenue, San Francisco, CA 94124.

For matters relating to discrimination based upon race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, familial status, marital status, disability or Acquired Immune Deficiency Syndrome, HIV status, height, or association with members of such classes, may contact the California Department of Fair Employment and Housing, (800)

884-1684 and/or the San Francisco Human Rights Commission (SFHRC), 25 Van Ness Avenue, San Francisco, CA 94102. You may also contact the SFHRC if you are an applicant with a criminal history and believe that your rights under the Fair Chance Ordinance, Article 49 of the SF Police Code have been violated or an applicant or tenant with a claim of discrimination based upon source of income.

Upon a written request from the local or state agency for interpretation, the SFHA shall be the final authority for purposes of interpretation of these procedures.

H. Right to Go to Court

Participation in any of the procedures described above will not waive, or affect in any manner, any rights you or management may have to any judicial proceedings that may thereafter be brought on the matter.

I. Notice of Eviction

The management's notice of eviction or notice to vacate must provide adequate written notice, which shall not be less than:

1. a reasonable period of time not to exceed 30 days, if the health or safety of other tenants, SFHA employees or management employees, or persons residing in the immediate vicinity of the premises is threatened, or in the event of any drug-related or violent criminal activity or any felony conviction by a tenant or immediate household member
2. 14 days in the case of nonpayment of rent, and
3. 30 days in any other case, except that if State or local law provides for a shorter period of time, such shorter period shall apply

The management must provide SFHA with a copy of any owner eviction notice and the SFHA shall also provide the tenant a notice of lease termination with time periods not less than listed above.

Any notice of eviction or notice to vacate must contain the following information.

1. The reasons for the eviction with enough specificity to permit the tenant to prepare a defense;
2. A statement of the right to request an informal and formal grievance hearing (including the deadline for requesting the hearing) or if the tenant is not entitled to a hearing the basis for excluding the tenant from the procedures;
3. A statement of the opportunity to examine prior to any hearing or trial any relevant documents, records, or regulations, including the tenant file, directly relating to the eviction or termination, if the management does not make the documents available to the tenant, management may not rely on the document at the hearing or at trial;
4. The rights of tenants pursuant to the requirements of 24 CFR part 5, subpart L, protections for victims of domestic violence, dating violence, sexual assault or stalking, and

5. The right to request a reasonable accommodation based upon your disability, in accordance with 24 CFR part 8.

J. Incorporated into Tenant Lease and SFHA Administrative Plan

This Appeal and Grievance Procedure is a required attachment to all tenant leases and is incorporated therein. The Procedure also must be incorporated into the SFHA Administrative Plan.

K. Language Access

Grievance hearings will be conducted in a manner consistent with Title VI of the Civil Rights Act of 1964 and HUD's Title VI Guidance, 72 Fed. Reg. 2732 (Jan. 22, 2007). Management has an obligation to provide meaningful language assistance to individuals who are limited English proficient (LEP). Being LEP means that you have difficulty communicating (reading, writing, speaking) in or understanding English.

Therefore, if you are LEP, management will make reasonable efforts to provide you with interpretation services, free of charge. Additionally, management will make reasonable efforts to provide you with free translated copies of any documents used in the hearing by management.

Failure by management to take reasonable steps to provide interpretation services or translated copies of documents, consistent with Title VI and HUD's Title VI Guidance, will result in the postponement of the hearing.

1. Interpreters

If you require an interpreter for your grievance hearing, you or someone representing you may request an interpreter by providing five (5) business day(s) notice to management. Management will then make reasonable efforts to secure a qualified interpreter to provide interpretation services for the purposes of the hearing, at no charge to you.

A "qualified interpreter" is someone who has a demonstrated ability to interpret that goes beyond merely stating that he or she is bilingual or multilingual, but who has a formal certification or other significant experience as an interpreter in state or federal court or other tribunal. Interpreters should have working knowledge of common terms used in grievance hearings.

You are strongly encouraged to use the free, qualified interpreter assistance provided to you. The use of friends, neighbors, relatives, or others without formal interpretation training as interpreters is highly discouraged. Minor children will not be allowed to act as interpreters.

2. Translation

Reasonable efforts will be made to provide you with translated copies of any documents used in the hearing by management. These documents will be provided to you at least five (5) business day(s) before the hearing. Failure to make reasonable efforts to provide translated documents in a timely manner constitutes grounds for a postponement of the hearing.

L. Service of Notices

Unless otherwise required by state or local law or otherwise agreed to in writing service of a notice shall be in person or by U.S. Mail to management at the address provided by the management company to the tenant at the address that the management has on record.

If the notice is sent by U.S. mail, add three days to any applicable notice period noted above.

OWNER: NAME OF LEGAL OWNER, Legal Owner

**By: LEGAL NAME OF MANAGEMENT AGENT,
its *Authorized Management Agent***

By: _____
Printed Name *Signature*

Title: _____ Date: _____

RESIDENT:

Signature: _____ Date: _____
Head of Household: **PRINTED NAME**

Signature: _____ Date: _____
Co-Head or Spouse: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

[INTENTIONALLY LEFT BLANK]



RENTAL ASSISTANCE DEMONSTRATION (RAD) Portfolio
HOUSE RULES & LEASE ADDENDA



TDD Telephone device
for the deaf only: (415) _____ - _____
or California Relay Service (_____)

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The San Francisco Housing Authority (“SFHA”) , in partnership with the City and County of San Francisco (“City”) has converted some public housing units to the federal Rental Assistance Demonstration (RAD). **Where there is a conflict between terms in the RAD House Rules and terms in the Lease, the RAD House Rules will prevail, with the exception of provisions in the Lease relating specifically to HUD, federal/ and/or state regulations and requirements, including requirements related to project financing.** Management is required to keep a copy of the most current House Rules on file at The Property for Residents to view during business hours.

The purpose of these House Rules is to help ensure the safety and comfort of Residents in units formerly subsidized with Annual Contribution Contracts (“ACC”), and to advance the quality and safety of the entire RAD Community as a whole. These rules ensure that all applicable laws and regulatory requirements are applied. Resident understanding of the terms of these RAD House Rules, the Lease, and all other lease addenda is highly valued. All of the documents governing the Lease and House Rules must be considered together and shall be interpreted consistent with the RAD goals of housing retention and tenant protection.

This document is divided into six sections: (1) Definitions; (2) Rent & Security Deposit; (3) Resident Safety & Comfort; (4) Care & Use of Unit; and, (5) Community Safety & Care, and Addenda; (6) Amending House Rules.

SECTION 1 DEFINITIONS.

1.1 **Defined Terms.** The following definitions apply to these House Rules:

“City” shall mean the City and County of San Francisco.

“Conversion Date” shall mean the date that the Owner acquired the Property from SFHA, which is [PROPERTY MANAGEMENT COMPANY FILL IN ACQUISITION DATE HERE].

“Covered Persons” shall mean members of the household, a guest, a visitor or other person under a Resident’s control or invitation at The Property.

“Designated Unit” shall mean the dwelling unit rented under the written Lease and includes the private balcony or private patio attached to unit.

“Guest” shall mean a person temporarily staying in the unit with the consent of the Resident who is the head of household. A live-in aide or attendant that is essential to the care and well-being of an eligible elderly, near-elderly, or disabled tenant under 24 C.F.R. § 5.403 is not considered a guest.

“HUD” shall mean the United States Department of Housing and Urban Development.

“Management” shall mean [LIST RAD PROPERTY MANAGEMENT COMPANY HERE], the property management agent or company for the Owner.

“Manager” shall mean Management’s designated onsite representative.

“Owner” shall mean [NAME THE OWNER HERE].

“The Property,” “Property,” or “Community” shall mean [LIST NAME OF RAD Property and/or ADDRESS].

“Property Supervisor” shall mean the Manager’s supervisors.

“Resident(s)” or “Tenant(s)” shall mean any person listed as an occupant in the [NAME OF RAD PROPERTY IN CAPS HERE] housing development Lease for a Designated Unit, including the head of household and all household members.

“Riders” shall mean the Tenancy Addendum Section 8 Project-based Voucher Program (form HUD 52530.c), PBV Lease Rider, and Supplemental PBV Lease Rider.

“SFHA” shall mean the San Francisco Housing Authority.

“Visitor” shall mean a person whose stay is brief and does not include an overnight stay.

SECTION 2 RENT & SECURITY DEPOSIT.

2.1 Rent . Rent will be 30% of your adjusted gross income, as summarized on the HUD Fact Sheet, “How Your Rent Is Determined,” Office of Public and Indian

Housing, November, 2002. The tenant paid portion of the rent will be calculated by SFHA and verified with Management.

2.2 Rent Due Date . Rent is due on the first (1st) of every month. Rent is late on the tenth (10th) day of every month. Unless a written payment agreement has been made, a late fee of up to ten dollars (\$10.00) may be applied for each late rent payment paid on or after the tenth (10th) day of the month.

2.3 Security Deposits . A security deposit is required for all new Residents whose occupancy begins on or on or after [PROPERTY CLOSING DATE HERE], 2015 (“Property Closing Date”). The required security deposit amount will equal the residents Total Tenant Payment (TTP), with the minimum security deposit of one hundred dollars (\$100.00).

Residents whose occupancy began on or before the Property Closing Date and were Residents of the Property when managed by San Francisco Housing Authority (SFHA) are not required to provide new or additional security deposits.

SECTION 3 RESIDENT SAFETY & COMFORT.

3.1 Guests/Visitors. Guests may stay in the Unit, or be on Development premises only as permitted by the terms of the Lease. Residents shall be held responsible for the conduct and actions of their Guests or Visitors, except in situations where a Resident was a victim of domestic violence, sexual assault, dating violence, or stalking as defined by the Violence Against Women Reauthorization Act of 2013 or was a victim of an act that constitutes an act of domestic violence as defined in California Family Code Section 6211, sexual assault as defined in California Penal Code Section 261, 261.5, 262, 286, 288a, or 289, stalking as defined in California Civil Code Section 1708.7, human trafficking as defined in California Penal Code Section 236.1, or abuse of an elder or a dependent adult as defined in Welfare and Institutions Code Section 15610.07, as evidenced by court order, police report, qualified third party statement as provided by California Civil Code Section 1946.7 or completed HUD form 50066 or HUD form 91066. The HUD form may be used for elder/dependent adult abuse victims, as well as human trafficking victims.

Except as noted above, in addition to any other action that Management might take, Residents will be charged for any damage or waste that directly results from

the actions of their Guests or Visitors. Also except as noted above, Residents must accompany their Guest and/or Visitor wherever they are on the Property.

Resident's Guest and/or Visitor privileges may be forfeited if the Resident is in the process of being evicted or if the Resident's previous Guest and/or Visitor have had a history of violating the house rules, except as noted above.

3.1.1 Guest/Visitor Maximum Visit. Resident shall not permit any Guest or Visitor to stay in the unit or reside on the Property for more 30 consecutive days or a total of 90 cumulative calendar days during any 12-month period, without the prior written permission of Management. Resident shall notify Management of any Guests who have resided in the Designated Unit for fourteen (14) days or more.

3.2 Noise. So as not to disturb the peace and quiet enjoyment of other Residents and neighbors, Residents and Covered Persons must keep noise at a reasonable level at all times. Unreasonably loud sound or noise that disturbs the quiet enjoyment of others is not allowed.

QUIET HOURS ARE OBSERVED BETWEEN 10:00 PM AND 7:00 AM ON WEEKDAYS AND 10:00 PM AND 9:00 AM ON WEEKENDS. During these hours, noise from within a unit must not be audible beyond 50 feet of the unit, noise is not allowed in common areas during quiet hours, and Residents using any outdoor space may be asked to go inside if the noise level is disturbing others at any time of the day. Residents making an excessive amount of noise may be asked to lower the noise level if they are disturbing others at any time.

3.3 Drug-Free Environment. Residents and Covered Persons shall not engage in drug-related criminal activity on the grounds, common areas, and buildings of The Property.

"Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act – 21 U.S.C.k.802).

Possession or use of medical marijuana in the Designated Unit or on The Property is strictly prohibited by Federal law. Pursuant to the HUD memo entitled "Use of Marijuana in Multifamily Assisted Properties," dated on December 29, 2014, the owner may exercise discretion in determining whether, on a case-by-case basis, possession or use of medical marijuana, alone, shall constitute grounds for eviction.

3.4 Harassment. Management will not tolerate harassment of employees, other Residents, their Guests or Visitors, or Management's vendors and invitees. Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment, or that interferes with work performance for Management employees, vendors, or invitees, or which creates a similar hostile living environment for Residents. Some examples of harassment include, but are not limited to: threats, profanity and offensive statements, racial slurs, ethnic jokes, or posting of offensive statements, posters, or other similar conduct. Sexual harassment includes solicitation of sexual favors, unwelcome sexual advances, or other verbal or physical conduct of a sexual nature.

Residents should promptly report in writing any incident of harassment to Management, who is responsible for investigating the matter. Management employees who receives complaints or who observes harassing conduct should inform Management immediately. Management emphasizes that Residents are not required to complain first to the onsite Management employee(s) if Management's employee is or employees are the person committing the harassment, and Residents may contact the Management's main office.

Every complaint that is reported to Management will be investigated thoroughly, promptly and in a confidential manner. In addition, Management will not tolerate retaliation against any Resident for making a complaint to any other member or staff of Management.

3.5 Keys and/or FOBs. Only Residents on the Lease Agreement are allowed to possess keys to the Designated Unit or designated area within the property. Keys/Key Cards/FOBs may not be given to Guests, relatives, or caregivers, or any other person without written permission from Management or a pre-conversion approved reasonable accommodation from SFHA.

One set of keys will be issued to each Resident 18 years of age or older. Management may issue second key/key card/FOB for caregivers or relatives upon written request of Residents. Additional keys may be charged to the Resident at cost, and Management reserves the right to deny a request for additional keys.

Upon termination of the Lease, Resident agrees to return all keys to Management. Management may charge the Resident the replacement cost for each key not returned. In addition, Management reserves the right to change a lock at Resident's expense if all keys are not returned.

Keys/keycards/fobs may not be loaned or given to anyone who is not a Resident or member of the Resident household.

3.6 Lockouts. Residents should take care not to lock themselves out of their Designated Unit.

[Management check all the boxes that apply and cross out the boxes and items that do not apply.]

- Management provides lock out services at any time.
- Management provides lockout services for a fee, as defined in the Lease.
- Management does not provide lock out services after hours.
- Management will charge Residents a fee and will bill Residents for after-hours lockout services.

If locked out, Resident should contact:

[Management check the boxes that applies and cross out the boxes and items that do not apply]

- The Resident Manager [ADD CONTACT INFO HERE]
- The Onsite Staff, if after hours. [ADD CONTACT INFO HERE]
- A licensed locksmith of Resident's choice at Resident's expense.

3.7 Lost Keys, Keycards, FOBs. Residents must notify Management immediately if a key/keycard/fob is lost. Management reserves the right to charge Residents for the replacement cost of each key lost. For Resident safety, Management

reserves the right to change a lock at the Resident's expense when the Resident has lost a key. The cost to replace lost or damaged keycard/keys/fobs is \$[_____] each. Failure to pay these charges will not be a basis for eviction.

3.8 Lock Changes. For routine lock changes: Management may change locks on doors or windows upon the Resident's request. Management will not charge Residents for one lock change within a three year period. No Residents may change their locks, except in the case of California Civil Code Sections 1941.5 and 1941.6 as described below.

Lock changes with respect to Violence Against Women Act (VAWA): Management will change locks on doors or windows in accordance with state law concerning lock changes for protected tenants (California Civil Code ("CCC") Sections 1941.5 and 1941.6). In addition to a court order or police report naming the restrained person from contracting the Protected Tenant, the Protected Tenant is permitted to include other documentation substantiating a claim under CCC 1941.5 and/or 1941.6, regardless of whether the person restrained from contact with a protected Resident lives with the protected Resident or not. Management will not charge the Resident for any locks changed in relation to CCC Section 1941.5 and 1941.6.

In California Civil Code Sections 1941.5 and 1941.6, Protected Tenant means a Tenant and/or Resident who has obtained a court order or has a copy of a police request or a qualified third-party statement for survivors as provided by CCC 1946.7.

New Keys/keycards/FOBs, as the result of a lock change, may not be loaned or given to anyone who is not a Resident or member of the Resident household.

3.9 No cash. Except where required by law, Management will not accept payments for rent, repairs, or other charges in cash, blank money orders, or blank checks. If Resident's personal check has been returned from a financial institution for non-sufficient funds ("NSF"), all future payments will only be accepted via completed money orders or cashier's checks.

3.10 Tipping and Gifts to Staff. Staff is strictly prohibited from accepting tips or gifts.

3.11 Resident Businesses. Residents may use the Designated Unit as a residence and as a place to run a legal home business, as long as 1) the business is incidental to the use of the Designated Unit as a dwelling and 2) the Resident receives written permission from Management confirming the legal home business is in compliance with Section 42 of the IRS code. In addition, a licensed family day care must fully comply with Health and Safety Code Sections 1597.30 through 1597.627, and all other laws and requirements related to the operation of the small family day care home currently in effect or subsequently enacted. At all times, pet day care business services are prohibited.

3.12 Pets & Accommodation Animals, General . Under no circumstances may Aggressive Animals be allowed on the Property. “Aggressive Animals” are ones that have:

- (a) engaged in or has been trained to engage in exhibitions of fighting;
- (b) attacked a person or domestic animal without justification causing serious bodily injury or death;
- (c) behaved, on two or more occasions, in a manner that a reasonable person would believe posed an unjustified threat of serious injury or death to a person or domestic animal; or
- (d) threatened, attacked, or interfered with persons or other domestic animals on the Property.

Residents shall not feed or house wild, stray, or feral animals on or near The Property.

Animals exceeding 25 pounds or any animal not permitted under state or local law or code are not permitted as pets, other than as Accommodation Animals.

For the policy regarding aquariums, please see section 4.13 – Water-Filled Beds or Accessories.

Residents may request a reasonable accommodation for a pet (“Accommodation Animal”). Please see Section 3.16 and the attached Reasonable Accommodation

addendum for reasonable accommodation request procedures and standards. The request for an Accommodation Animal must be approved in advance by Management before the Accommodation Animal moves on-site. Aggressive Animals will not be approved as Accommodation Animals. Residents must contact Management to schedule a meeting with the Resident and the Accommodation Animal. The Resident must also complete the following sections of Management's Pet Rules and Pet Agreement so that Management has record of the Accommodation Animal on the Property and in the Designated Unit:

- Dwelling Unit Description
- Lease Description and Listing of Occupants
- Description of Pet, and ;
- Emergency Care.

Only the "Pet Rules" section of the Pet Rules and Pet Agreement (not including numbers 2 and 4 of that section), and the Pet Rules and Pet Agreement sections listed above, apply for Accommodation Animals. In addition, approved Accommodation Animals are not subject to a pet deposit.

Residents and Covered Persons may not bring animals or pets to The Property, with the exception of Accommodation Animals.

3.12.1 Pets Other Than Accommodation Animals at Family Buildings

- Management check box if Property is a Family Building.

Pets are not permitted anywhere in the Designated Unit or on The Property.

3.12.2 Pets Other Than Accommodation Animals at Senior and Disabled Buildings .

- Management check box if Property is a Senior and Disabled Building

Pets are permitted at Senior and Disabled buildings. All pets must be approved in advance by Management before the pet moves on-site. Residents must

contact Management to schedule a meeting. Management will meet with the Resident and pet. Following the approval of any pet by Management, the Resident and all adult Household Members will be required to sign and comply with the terms of the Pet Agreement and all Pet Rules described within the Pet Agreement.

Under no circumstances are Aggressive Animals allowed on The Property. Management reserves the right to charge a pet deposit not to exceed One Hundred dollars (\$100.00) when the requested pet is not an Accommodation Animal.

3.12.3 Pets and Accommodation Animals for Residents Who Occupied The Property as a Public Housing Tenants Prior to RAD Conversion. For Residents who occupied the Property as a Public Housing tenant prior to RAD Conversion on November 1, 2015, the following apply:

- A. Prior to the Conversion Date, Residents with Accommodation Animals, must allow Management to meet the Accommodation Animal and complete the following sections of Management’s Pet Rules and Pet Agreement so that Management has record of the Accommodation Animal on the Property and in the Designated Unit:
- Dwelling Unit Description
 - Lease Description and Listing of Occupants
 - Description of Pet, and ;
 - Emergency Care.

Only the “Pet Rules” section of the Pet Rules and Pet Agreement (not including numbers 2 and 4), and the Pet Rules and Pet Agreement sections listed above apply for Accommodation Animals.

- B. There is no deposit required for pets approved by SFHA prior to RAD conversion.

3.13 Unit Transfers. House Rule for Unit Transfer applies to unit transfers that are **within** the Property only. Management will strive to transfer Residents for medical necessity or to correct under-or over-occupancy, as appropriate units become available.

Transfers to *same-size units* are not permitted unless determined by Management to be a medical necessity or personal preferences, as long as the transfer complies with Section 42 of the IRS Code and units are available. In some instances recertification may be required. Proper documentation through a Reasonable Accommodation process will be required for medically based transfers.

Transfer requests must be made in writing, and will be placed on a unit transfer list according to date received. Residents will be transferred to units of the bedroom size appropriate for their family. Management reserves the right to charge Residents for moving costs.

3.14 Transfer to Other RAD Buildings. Transfer to other RAD Buildings will be according to process provided in the SFHA Administrative Plan, Section 18.

3.15 Continuous Occupancy. Affordable housing may be rented only to eligible Residents who occupy a Designated Unit on a continuous basis as their only residence. The following rules apply to absences:

3.15.1 Notification Required for Designated Unit Absence. Resident must notify Management in writing if the Resident intends to be absent from the Designated Unit for more than 30 consecutive days (or longer than 180 days for medical reasons). Rent must be paid in accordance with the Lease and these House Rules. Resident or other household member shall notify Management in writing 10 days from the start of the absence, or as soon as reasonably possible for medical emergencies. Failure to report such absences may result in Resident's Designated Unit being considered abandoned as identified by local state law.

3.15.2 Residents shall notify Management in writing within 10 days if any member of the household takes residence in any other location.

3.15.3 The Resident, or other household member, must supply any necessary documents required by investors or lenders for certification requested by Management to verify that the Resident or household member is living in the Designated Unit, or relating to family absence from the Designated Unit, including any Management-requested information of certification on the purpose for the absence. The Resident and household members must cooperate with Management for this

purpose. If the Resident is absent from the Designated Unit for more than 30 consecutive days (or 180 consecutive days for medical reasons) as noted above, the Designated Unit shall be deemed abandoned and management will terminate the Lease, unless there are extenuating circumstances such as a medical reason, or unless the household adequately verifies that the Resident is still residing in the Designated Unit.

3.15.4 During such absence, Management may, with prior written notice received by the Resident at least 24 hours in advance, enter the Designated Unit at times reasonably necessary to maintain the Designated Unit or The Property, and to inspect for damage and needed repairs.

3.16 Options for Persons with Disabilities. Management has a legal obligation to provide "reasonable accommodations" to Residents if they or any person on the Lease requires such an accommodation. A reasonable accommodation is a change in a rule, policy, practice, or service that may be necessary to allow a person with a disability the equal opportunity to use and enjoy a dwelling. Actions taken to make a reasonable accommodation may include an exception from the rules and policies as well as structural modifications to the Designated Unit or The Property, to the extent these can be implemented without creating an undue financial or administrative burden to The Property. A reasonable accommodation may be requested by the Resident orally or in writing, but it is strongly preferred that the Resident make a written request in order to ensure a clear record of the request. The request should state specifically what accommodation the Resident is seeking.

Examples of reasonable accommodations and structural modifications include, but are not limited to:

- Making alterations to a unit so it can be used by a Resident with a wheelchair;
- Installing strobe-type flashing light smoke detectors in an apartment for a Resident with a hearing impairment.
- Permitting a Resident to have a seeing-eye dog to assist a Resident with a vision impairment;
- Making large type documents or a reader available to a vision-impaired Resident;

- Making a sign language interpreter available to a hearing-impaired Resident;
- Permitting an outside agency to assist a Resident with a disability to complete their annual recertification.

SECTION 504 OF THE REHABILITATION ACT OF 1973, THE FAIR HOUSING AMENDMENTS ACT OF 1988 AND TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AND EQUAL ACCESS TO HOUSING IN HUD PROGRAMS prohibits discrimination based upon disability in all programs or activities operated by recipients of federal financial assistance.

Residents may choose not to disclose the nature of their disability to Management. If a Resident chooses to make a reasonable accommodation request, the Resident waives the right to privacy concerning the nature of their disability only to the extent necessary to verify the need for such accommodation/modification. All requests will be sent to appropriate person (i.e. medical provider) who can verify the request is from a Resident who has a disability. Pursuant to federal and California state law, a person with a disability is any person who: 1) has a physical or mental impairment that limits one or more major life activities; 2) has a record of such impairment; or 3) is regarded as having any such impairment.

3.17 Accessible and Adaptable Unit or Parking Space. If Resident, who does not have a physical or sensory disability, resides in a unit that is designed to be accessible or adaptable for persons with physical or sensory disabilities, Resident agrees to transfer to a reasonably comparable unit (which may, or may not, be designed to be accessible or adaptable for persons with physical or sensory disabilities), if Resident's Designated Unit is needed for persons requiring these special features. If the property is federally subsidized, Management will pay for the cost of this relocation.

If Resident has been assigned a parking space that is designed to be accessible to persons with mobility impairments, Resident agrees to use a different parking space if Resident's assigned space is needed for persons requiring these special features.

3.18 Grievance Procedure. If an Applicant or Resident feels Management has acted in an unfair manner, Resident or Applicant has the right to follow the grievance

procedure. Management is required to provide Resident(s) with a copy of the Grievance Procedure.

If a Resident(s) feels they have been treated unfairly due to their disability, they may also contact the local 504 Coordinator, [NOTE: Insert the name of any Service Coordinator (or similar staff person) here:] <NAME OF SERVICE COORDINATOR>, <TELEPHONE #>.

3.19 Video Surveillance Policy (if applicable). [NOTE: Include if applicable, and revise as necessary:] Video Surveillance Cameras are in operation at this Property. The presence of surveillance cameras is NO GUARANTEE of the safety and security of a Resident.

SECTION 4 CARE & USE OF UNIT.

4.1 General Care of Units. Residents must maintain their Designated Unit in a decent, safe, and sanitary condition at all times, including entrances, patios, backyards and other areas designated in the Lease.

4.2 Unit Inspections. Prior to initial occupancy, units will be properly cleaned by Management and rendered in good condition. Management and Resident will conduct a joint inspection at move-in to record the condition of the Designated Unit at that time.

Management will perform inspections periodically as permitted by law. Management will provide a minimum of 24 hour written notice, except in the case of emergencies.

Residents have the right to a pre-inspection during the last 2 weeks of residency prior to move-out to assess the condition of their Designated Unit and to identify items and costs which could be charged to the Resident at move-out if not repaired, replaced, cleaned or otherwise put in satisfactory condition prior to move out. The purpose of the pre-inspection is to allow the Resident the opportunity to correct any issues in advance. Following the pre-inspection and with 48-hour written notice, Management and Resident will conduct a joint inspection to record the condition of the unit at that time. Resident will be assessed for all expenses that may be required to restore the unit to its move-in condition, and to repair damage caused by Covered

Person(s) to the unit beyond ordinary wear and tear.

4.3 Maintenance/Repair Reporting Responsibilities & Work Order Requests.

Residents are required to report to Management maintenance repairs, such as plumbing, heating, weatherproofing and other defects, and safety or security problems, whether in the Designated Unit or in common areas of The Property. Residents must notify the Management Office during normal business hours when any maintenance or repair work is required in the Designated Unit. During normal business hours (Monday thru Friday, [STATE TIMES OF OPERATION HERE]) Residents must go to the Management Office and complete a Work Order Form. If a Resident cannot come to the office in person, the Resident may call the office and Management will complete the Work Order Form with the Resident over the telephone. Management or the Owner's resident services will work with Residents who need assistance in completing the Work Order. Translation services will be provided. For Residents that call in the Work Order information, Residents may leave a message in their native language, and Management will interpret the message.

If Residents have a maintenance emergency after business hours, they may call the Management Office telephone number and the answering service will receive the Resident's call and contact Management Staff. All after-hours non-emergency maintenance must be reported *within 2 business days* to the Management Office and will be handled during normal business hours. PLEASE NOTE: IT IS IMPORTANT TO REPORT ALL REPAIRS TO MANAGEMENT FOR YOUR HEALTH AND SAFETY AND IN ORDER TO KEEP YOUR UNIT AND THE PROPERTY FUNCTIONING AS OPTIMALLY AS POSSIBLE.

All work to repair damage caused by Resident or Covered Persons will result in reasonable charges to the Resident's account. Maintenance staff charges will be the equivalent of their wage rate and benefits cost per hour per staff person plus materials for maintenance and repairs beyond normal wear and tear that are caused by the Resident or Guest.

4.4 Maintenance Hours. Routine maintenance will be handled during normal business hours. Maintenance emergencies that occur outside normal business hours must be reported:

[Management check all the boxes that apply and cross out the boxes and items that do not apply.]

by phone at (____)____-____.

to the front desk staff, who will dispatch on-call maintenance technician.

Management commits to acknowledging all submitted work orders within 72 hours, except in case of emergency, and repairing all submitted issues as soon as reasonably possible.

4.5 Smoke Detection and Carbon Monoxide Detection Devices. Residents are responsible for informing Management immediately of any malfunction, defect, low battery signal or failure in conjunction with smoke and carbon monoxide detectors, in the same manner that they are responsible for informing Management of any malfunction or maintenance needs in their unit. Management has the right to inspect smoke and carbon monoxide devices during routine maintenance requests and at every unit inspection.

For Residents' health and safety, Residents are not allowed to remove smoke or carbon monoxide detectors, or to remove batteries, from detection devices.

4.6 Fire Hazards. Flammable materials must be stored in sealed containers away from heaters, ranges or other sources of heat. Residents shall not store furniture or materials that may pose a fire, health or safety hazard.

Oxygen tanks must not be stored outside the Designated Unit or in any common area. Residents must inform Management if oxygen tanks are used in the Designated Unit in order to comply with local fire code. Residents who use oxygen tanks within their Designated Unit or on The Property must adhere to the safety precautions contained in the usage booklet provided with the oxygen tank. Smoking or open flames are not permitted near oxygen tanks. Oxygen tanks should be stored away from heat and all flammable materials such as grease, oil, lubricants, Vaseline, hand lotions, and aerosol sprays.

4.7 Personal Telephone and Cable, and Satellite Utilities. Residents are independently responsible for contacting the telephone, cable television, or satellite companies to arrange for services. Wires may not be installed without prior written permission from Management.

Management is allowed to impose reasonable restrictions relating to the installation and maintenance of a satellite dish and receiving antenna. Under the rules of the Federal Communications Commission, Residents have a right to install a satellite dish and/ or receiving antenna within their Designated Unit; however, some units may not have any areas where a satellite dish is permitted. It is not Management's responsibility to provide a location for a satellite dish.

Residents must obtain prior approval from Management and sign a Satellite Agreement prior to installation of a satellite dish or antenna. No building alternations or drilling of holes are allowed.

4.8 Appliances. Service calls, damage, or waste resulting from the improper use of appliances will be charged to the Resident.

4.8.1 Stoves, Fan Hoods, and Refrigerators. Residents are required to keep these items clean to ensure their safe operation. Any abuse or damage, including improper cleaning of these appliances, could result in charges to the Resident. The fan filter above the stove must be cleaned on a regular basis to prevent hood or stove fires. Please see Management if you require assistance.

If you have a stove top fire:

- Do Not Use Water: Pouring water can cause the oil to splash and spread the fire. The vaporizing water can also carry grease particles in it, spreading the fire.
- Turn the Heat Off: Do not move the pan or pot. In moving the pan or pot, you might accidentally splash yourself or your kitchen with burning oil.
- Cover the Pan or Pot with a Metal Lid: Fire cannot exist in the absence of oxygen. With the lid on (and the heat off), the fire should quickly consume all of the oxygen and put itself out. Use a metal lid since glass will shatter.

4.8.2 Dishwashers, Washing Machines, and Dryers. Residents may not install any of these appliances in their Designated Unit, unless hook-ups are provided and approved by Management. Appliances are limited to those provided by Management,

unless Residents have received prior written approval by Management.

4.9 Kitchen Sinks. Residents should use sink screen drain to prevent food waste from clogging the drain. Food waste should be properly disposed of in composting bins.

Please do not pour grease down the drain because it hardens in sewer pipes, causing them to clog and overflow.

If unit has a garbage disposal, care should be taken to use it properly. Electric disposals are designed to handle soft foods only, and must not be used for non-food items, or for starchy fibrous or granular food items such as potatoes, banana peels, coffee grinds, or eggshells.

4.10 Plumbing. The toilets and other water and sewer apparatus shall be used only for the purposes for which they are designed, and no paper towels or similarly heavy or improper materials shall be thrown therein. The cost of repairing any damage resulting from such misuse shall be borne by Resident.

4.11 Energy Conservation. Leaky faucets and pipes must be reported immediately to Management to promote water conservation and to reduce waste.

Resident should follow the green practices that are detailed in the Green Practice Manual provided by Management.

4.12 Drawers and Countertops. Shelves and drawers may only be lined with non-adhesive paper or liner.

4.13 Water-Filled Beds or Accessories. No waterbeds or water-filled furniture/accessories shall be placed in or around the Designated Unit or The Property. Any damage to the Designated Unit or any other housing unit as a result of the violation of this provision will result in the assessment of charges to the Resident's account.

Water-filled accessory includes fish tanks and/or aquariums. Residents are allowed one fish tank or pet aquarium per Designated Unit. Fish and/or pet aquariums may not exceed 10 gallons. Any fish tank and/or aquarium for a pet or accommodation

animal must follow requirements in Section 3.12 of these House Rules.

See Section 4.22 regarding Management's recommendation for Renters Insurance.

4.14 Windows. Interior cleaning of glass and window sills, including window coverings, is the responsibility of Resident.

All windows should be closed at all times during storms, high winds, rain, or other inclement weather. Resident will be held responsible for any damage that results from failure to close their windows.

Residents and/or Covered Persons are not allowed to enter and exit any unit or Common Area from a window, unless for an emergency. Residents are responsible for broken windows and will be charged for repair and/or replacement that results from Resident's misuse.

4.15 Window Coverings/Blinds. All window coverings/blinds are to be maintained as originally designed for the Designated Unit and The Property. Any damage to the window coverings/blinds will be the responsibility of Resident and the Resident will be charged accordingly. Management will not permit any alterations or changes to the color or type of window covering as originally provided by Management without Management's prior written approval. Residents may not replace or remove window coverings provided by Management without Management's prior written approval.

4.16 Screens. Residents must properly clean and maintain the screens, if any, in front of windows so as to prevent damage or misuse. Any broken, torn or damaged screens will be replaced by Management and Residents will be charged for replacement that results from Resident's misuse.

4.17 Common Areas. Activities in the Common Area that may pose a risk to the health and safety of the person engaging in the activity, or to any other person, or which may cause damage to the Property, are prohibited.

4.18 Outdoor Spaces and "Private Outdoor Spaces" . - Common areas,

entryways, balconies, patios, front porches, decks, backyards, landings, parking spaces, sidewalks, and streets, where applicable, must be kept free of clutter and debris and storage. At no time should any items block ingress or egress.

Outdoor furniture in good condition is permitted.

Bounce houses are not permitted in open space areas on the Property due to the risk of health and safety to Residents and their Guests/Visitors.

4.19 Barbecues. Except as approved by Management, barbecues are not permitted anywhere on the Property, including common areas, entryways, balconies, patios, front porches, decks, backyards, landings, parking spaces, sidewalks, and streets. At no time should items block ingresses or egresses.

If Management approves the use of a barbecue for individual use, the barbecue must comply with the City of San Francisco and California Fire Code, Section 308.3.1, which states that charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies and must be kept at least 10 feet from the buildings. In addition, Residents should:

- Never grill indoors or near garages or porches, even if it's raining.
- Never leave the grill unattended, especially when young children or pets are nearby.
- Never use gasoline or kerosene to light a charcoal fire. Both can cause an explosion.
- Use insulated, flame retardant mitts and long handled barbeque tongs and utensils to handle food and coals.
- Let coals/ash cool in the grill for at least 24 hours before disposing of them. Never empty hot/warm coals into a garbage receptacle, and especially not into a plastic receptacle.

Using barbecues indoors is extremely dangerous and can cause poisoning and/or death. Using barbecues indoors for heating or cooking is not allowed.

**Management provides barbecues at the following locations:
[MANAGEMENT LIST LOCATIONS BELOW]**

-

-
-
-
-

4.20 Alterations. Interior or exterior alterations, additions or changes to the original structure or interior design of The Property are allowed only after Resident's written request for alterations or changes are approved by Management in writing.. (See Section 4.7 regarding installation of cables, satellite dishes, and antennas.) Cost of alterations and restorations will be paid by Resident.

4.21 Signs and Outside Decorations. No decorations, signs, signals, stickers, advertisements, pictures, radios, or awnings shall be in any manner affixed to the outside of any window, door, exterior, or common areas of The Property, except in areas specifically assigned or otherwise approved by Management.

For assigned or approved areas where Residents may affix objects, no object may be installed or affixed in a way that damages any wall or ceiling of a patio, balcony, window, door, exterior, or common areas of The Property. Such installation would penetrate the waterproofing membrane of the Designated Unit. Please see Management for assistance with adhering devices that will not cause damage to the Property.

All affixed objects in assigned or approved areas must remain within the confines of the respective area and may NOT extend onto the common areas of The Property.

4.22 Renters Insurance Recommended. The fire and property insurance maintained by Management and the Owner of The Property does not cover Resident's personal possessions. We urge each Resident to obtain renters insurance to protect against loss or damage.

Management is not responsible for damage or loss of Resident possessions that are left anywhere on The Property, including in common areas, laundry facilities, automobiles or units.

4.23 **Personal Belongings.** If a Resident should die and there are no remaining household members in the unit, all personal property from the premise will be disposed of within the time period as permitted by law.

SECTION 5 COMMUNITY SAFETY & CARE.

5.1 **Community Room.** The primary use of the community room is for Residents and Residents' Guests. Guests must be accompanied by a Resident and under the supervision of a Resident at all times. Any Resident wanting to use the Community Room for the individual and private use must reserve the room at least one week in advance, and must receive prior written approval from Management. Residents wanting to use the community room must sign a written Community Room Reservation Agreement outlining the terms and conditions of its use.

Resident groups that are not part of the regularly occurring programmed activities in the community room may reserve the community room as required by group meetings, functions, and/or activities. The Resident, who is a member of the group, must sign a written Community Room Reservation Agreement outlining the terms and conditions of its use.

Management will, collect a refundable room and cleaning deposit for the use of the community room. Any Resident or group who has used the community room must clean the community room and put into a neat and tidy condition following the use by the Resident.

Consumption of alcoholic beverages in the community room is prohibited at all times.

5.2 **Outdoor Park Usage (if applicable)** . The Park is available to all Residents and their Guests and Visitors. It will be open from 8AM to dusk. All belongings and trash must be removed upon leaving the area. Park rules are posted.

Permanent barbeque pits may be provided in the park or other common area. Residents interested in using any of the barbeque pits should reserve the barbeque pits as outlined on the rules of the park, if applicable. If no rules for the park

exist, Residents should contact San Francisco Parks and Recreation before assuming the barbecues are available on a “first-come first-serve” basis.

5.3 Loitering. - Residents and their Guests may not loiter anywhere on The Property. "Loiter" means to delay or linger without a lawful purpose for being on the Property. Residents shall use the Common Areas only for their designated purposes. No Resident shall permit loitering by any persons upon Common Areas or elsewhere within the Property.

Residents shall not enter the mechanical rooms, air conditioning rooms, electrical closets, telephone closets, janitorial closets, or similar areas, or go on the roof of the Property without the prior written consent of Management.

5.4 Soliciting. No solicitation or handbill distribution of any kind is allowed on the Property, except as related to Resident issues, activities, or organizing.

5.5 Alcohol. The consumption of alcohol in common areas and outside of the Designated Unit is strictly prohibited.

5.6 Smoking. Smoking of any kind is NOT allowed in and around the Common Areas of The Property, or in any outdoor areas, including any “Private Outdoor Spaces” or in any other area designated by Management.

Residents may smoke in their Designated Unit, provided that no nearby Resident complains of the smoke or odor caused by the smoke. However, smoking will not be permitted in units that have designated as “smoke-free,” pursuant to San Francisco Health Code, Article 19F, Sections 1009.21(f), (k), (o); 1009.22(f), (i). Smoking will not be a basis for eviction.

5.7 Parking. Resident, household members, and their Guests and Visitors must comply with the Parking Policy, which contains the rules and regulations regarding parking privileges and responsibilities. Failure to comply with the Parking Policy is a Lease violation, and could result in assessments, charges, and retraction of parking privileges. Violations of the Parking Policy may result in loss of parking privileges, but will not be a basis for eviction. Vehicles will be towed at the expense of the Resident. In addition, once a year, Residents are required to provide their driver’s license, insurance,

and proof of registration to Management in order to gain a parking space or maintain existing parking space.

Parking is limited at the Property. Parking is provided to the Residents and household members on the Lease, as available. The onsite parking space for the Resident may also be used by Resident's live-in aide or care provider. Resident's live-in aides or care providers are required to provide to Management valid driver's license, auto insurance, and current vehicle registration.

5.8 Automatic Parking Gates. [NOTE: Insert if applicable, and revise as necessary:] Certain areas of The Property have automatic opening and closing gates. These gates are for vehicular traffic only. No foot traffic is allowed through these gates. In addition, Residents and Covered Persons are not to be on or near these gates.

The automatic gate openers are issued to Residents having vehicles with current registration, proof of insurance and valid driver's licenses. If a gate opener is lost or damaged, the cost of replacement is \$[_____]. Failure to pay these charges will not be basis for eviction.

Resident may request additional gate openers for live-in aide or care provider, as long as the provider parks in the designated space for the Designated Unit. A security deposit may be required for additional gate openers.

5.9 Pedestrian/Walk thru Gates. [NOTE: Insert if applicable] Keycards/keys/fobs providing entrance to The Property through pedestrian gates are for use by Residents only. Keycards/key/fobs may not be loaned or given to anyone who is not a Resident or member of the Resident household. Residents must not allow entrance to unauthorized or unknown persons. Pedestrian doors may not be propped open at any time. Damages due to misuse of these doors will result in charges to the Resident responsible for its misuse.

5.10 Laundry. [NOTE: Insert if applicable] Any laundry room facility is for Resident use only. Each Resident using the laundry room facility must clean up after their use and dispose of trash in the proper receptacles. Management is not responsible for lost or stolen items.

5.11 **Shopping Carts.** Shopping carts and baskets belonging to commercial stores are not allowed in the Unit and shall not be left or brought on The Property .

5.12 **Garbage, Recycling, and Composting.**

5.12.1**Garbage.** All garbage and refuse must be placed into plastic or paper bags and tied before loading into garbage bins, dumpsters, and other garbage containers in designated trash rooms or areas.

Residents must properly dispose of large items such as discarded furniture, bicycles, cardboard boxes, carpets, etc. These items are not to be placed in or around garbage bins at any time. It is not the responsibility of Management to accept these items from Residents for disposal. Residents may contact Management on recommendations on how to dispose of items. Illegal dumping is prohibited and should be reported to Management.

Trash receptacles provided in common areas are not intended for dumping of household trash.

5.12.2**Recycling.** Management requires Residents to recycle to reduce garbage waste. Recycling bins are provided in the designated trash rooms or areas for recycling. See the recycling posters in the trash rooms for instructions and information about recycling. Dumping trash in recycling bins is prohibited.

5.12.3**Composting Green Waste.** Compost bins are provided in the designated trash rooms or areas for dumping of green waste. Green waste includes compostable items such as coffee grounds, tea bags, eggs, plants, fruit, and vegetable trimmings. Residents are encouraged to participate in the green waste program. Dumping trash in compost bins is prohibited.

5.13 **Pest Control.** A professional pest control service will be provided at The Property. Units will be treated for pest control, including vermin or bed bugs. Residents are required to cooperate with Management in its attempt to keep the buildings pest-free. Residents or Residents' pets with allergic reactions to or medical conditions that are exacerbated by pest control treatment pesticides must notify Management so that alternative pest treatments can be applied. Management is not responsible for injury,

accidents or illness arising out of pest control functions performed by unauthorized personnel. Residents must report infestations of bugs or rodents to Management immediately. Management will work with the Resident to schedule a mutually convenient time for Pest Control treatment.

5.14 Bed Bugs. It is the goal of Management to maintain the highest quality living environment for Residents. Toward that goal, Management inspected the Designated Unit for Bed Bugs prior to making it available for new leasing or re-leasing related to temporary relocation. Also toward that goal, Residents are required to report the presence or suspicion of bed bugs to Management within twenty-four (24) hours. For further Resident agreements related to bed bug prevention and eradication, please see the RAD Bed Bug Addendum.

5.15 Mold Notification and Management Response. Mold and mildew is made-up of microscopic organisms found virtually everywhere in our environment, both indoors and outdoors, that spread through the dispersal of airborne spores. When excess moisture is present, mold and mildew can accumulate and grow. If not addressed, accumulations of mold and mildew can lead to adverse health effects such as allergy symptoms or respiratory problems in some instances.

Residents are required to take the following measures to reduce moisture build-up and discourage the growth of mold and mildew:

- a) Properly ventilate their Designated Unit by operating the Heating, Ventilation and Air Conditioning systems (HVAC), and/or by opening windows and doors. Proper air circulation will help prevent excess moisture build-up in the humid areas of the Designated Unit.
- b) Use the ventilation fans in the bathroom, kitchen, and laundry areas. In order to minimize the opportunity for moisture build-up, start the fans before bathing, cooking, or washing clothes and allow them to continue to operate until after these activities are complete.
- c) Wipe down any visible moisture accumulation on windows, walls, ceilings, or other surfaces as soon as possible.
- d) Open the bathroom window while bathing, showering, and cleaning.

- e) Within 24 hours, notify Management of any signs of water leaks, moisture problems, and/or any signs of excessive mold or mildew growth.

Resident agrees to maintain the Designated Unit in a manner that prevents the occurrence of an infestation of mold or mildew. Resident agrees to uphold this responsibility in part by complying with the above list of responsibilities.

Management commits to acknowledging all submitted work orders within 72 hours, except in case of severity, and repairing all submitting issues as soon as reasonably possible.

SECTION 6 AMENDING HOUSE RULES.

Beginning January 1, 2018, except in circumstances where health and safety issues arise that must be addressed, Management may amend these House Rules following a process that shall be outlined and defined in the Review Committee Guidelines. The Guidelines shall establish a timeline and process to amend House Rules that includes the following necessary provisions:

Pre-Committee Review Meeting with Residents:

- Requirements for a formal, noticed meeting, by Management with its tenant/resident council to discuss the proposed change, at least 30 days prior to submission to the Committee.
- Requirements for timing and content of advance notice to all residents of this meeting.

Resident-Initiated changes:

- Provision allowing that resident and/or tenant council may work with Management and, together, Management, tenant council, and/or Resident submit a request to change these House Rules. This provision shall include a process and timeline for tenant initiated changes.

Oversight by Review Committee:

- A timeline and process by which the Review Committee may review, comment upon, and approve or reject proposed changes.
- Requirements for the content of Management's submission to the Committee requesting the change, including minutes documenting oral and written comments by residents and a statement of management's approval of or reason for denial of any alternate changes proposed by residents.

Post-Committee Review Tenant Comment Period:

- A requirement that changes preliminarily approved by the Committee be presented to the residents for comment during a period of no less than 30 days before change to House Rules is to become effective.
- A requirement that Management review, consider and respond to any oral or written comments by residents.
- A requirement that Management follow fair housing laws and act in accordance with 24 CFR § 8.6, Title VI, Executive Order 13166 and HUD's Limited English Proficiency Guidance, published in the Federal Register on February 16, 2007 (72 FR 2732).

Provisions if Review Committee Sunsets

- A procedure by which House Rules may be modified in the instance that the Review Committee sunsets or ceases to exist.

Receipt of Agreement.

The undersigned certifies: **[Resident checks one below.]**

Resident is fluent in the English language and has read and understands the House Rules and associated addendum and hereby acknowledges receipt of a copy of this House Rules and associated addendum and understands and acknowledge that the Riders, House Rules and associated addenda are an attachment to and part of the Lease agreement (the "Agreement"), **OR**

Pursuant to 24 CFR § 8.6, Title VI, Executive Order 13166 and HUD’s Limited English Proficiency Guidance, published in the Federal Register on February 16, 2007 (72 FR 2732), properties financed with SFHA funds are required to provide translation of vital documents into Chinese Russian, Spanish, and Vietnamese. Residents understand and acknowledge that these House Rules and associated addenda are an attachment to and part of the Lease agreement (the “Agreement”). A translated copy of this House Rules and associated addendum has been provided, or has been translated and interpreted in _____ by: _____

[language of translation]

Printed Name of Interpreter

Signature of Interpreter

Date

OWNER: NAME OF LEGAL OWNER, Legal Owner

**By: LEGAL NAME OF MANAGEMENT AGENT,
its *Authorized Management Agent***

By: _____
Printed Name

Signature

Title: _____

Date: _____

RESIDENT:

Signature: _____

Date: _____

Head of Household: **PRINTED NAME**

Signature: _____

Date: _____

Co-Head or Spouse: **PRINTED NAME**

Signature: _____

Date: _____

Other Adult: **PRINTED NAME**

Signature: _____

Date: _____

Other Adult: **PRINTED NAME**

Signature: _____

Date: _____

Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

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Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

RAD
Notice of Right to Reasonable Accommodation/Modification

[OWNER'S PROPERTY MANAGEMENT COMPANY] will make every reasonable effort to accommodate individuals with special needs so that they are able to live, work, and/or receive services adequately and comfortably. These accommodations may include, but are not limited to, requirements related to visual, audio, language, ergonomic, physical, psychiatric, and other medical needs. These accommodations may be offered to any individual who requires them and who would otherwise not be able to live, work or access services in this particular environment.

It is the intent of this policy to create a life, work, and service delivery environment which is respectful of all people's differences and special needs, and to make all reasonable accommodations in order to welcome diverse perspectives. It is also our intent to make these accommodations in a timely and efficient manner so that minimal impact is felt by all parties involved. It should be noted that these reasonable accommodations will be made at the expense of the Property.

If you have a physical or mental disability, and as a result, you need:

- A change or repair in your housing unit that would give you an equal chance to live here and benefit from the use of your apartment.
- A change or repair to some other part of the housing site that would give you an equal chance to live here and use the facilities or programs on site.
- A change in the rules or policies or how we do things that would give you an equal chance to live here and use the facilities or take part in programs on site.
- A change in the way we give you information.
- An accessible unit. The accessible units comply with UFAS (Uniform Federal Accessibility Standards).

Then you may ask for this kind of change, which is called a Reasonable Accommodation. What you ask for may be one of the examples listed above or it may be any other

change you need. Please contact a Manager if you need this information in another format.

Your Request

If you can show that you have a physical or mental condition that needs this change, and if your request is reasonable (not too expensive and not too difficult to arrange), we will try to make the changes you ask for.

You can ask for a Reasonable Accommodation by contacting the Manager. You may be asked to fill out a Reasonable Accommodation Request form. Staff can assist you with your request.

Our Response

We will verify the disability with the appropriate person (i.e. medical provider) who can verify the request is from a Resident who has a disability.

We will give you an answer within 21 days of our receiving your written request, unless there is a problem getting the information we need, or unless you agree to a longer time. We will let you know if we need more information or verification from you, or if we would like to talk with you about other ways to meet your needs.

If we deny your request, we will explain the reasons in writing and you can give us more information, if you think that will help. You may also appeal our decision by contacting the person listed on the Reasonable Accommodation Request Form.

Confidentiality

All information you provide will be kept confidential and will be used only to help you have an equal opportunity to enjoy our housing, services, and programs. It is illegal for us to deny you any services or retaliate against you because you made a Reasonable Accommodation/Modification Request Form.

Resident Acknowledgement

I acknowledge that I have received a copy of the Notice of Right to Reasonable Accommodation and blank Reasonable Accommodation Request form.

RESIDENT:

Signature: _____ Date: _____
Head of Household: **PRINTED NAME**

Signature: _____ Date: _____
Co-Head or Spouse: **PRINTED NAME**

Management Acknowledgement of receipt of Request

**By: LEGAL NAME OF MANAGEMENT AGENT,
its *Authorized Management Agent***

By: _____
Printed Name *Signature*

Title: _____ Date: _____

RAD

Reasonable Accommodation/Modification Request Form

Resident Request for Reasonable Accommodation

The following Resident or potential Resident claims a physical or mental impairment that limits his or her ability to occupy housing.

Name: _____

Date: _____

As a Result of the disability, this person is requesting the following Reasonable Accommodation(s):

A change in a policy, practice or procedure: (Please specify, e.g., a change in Visitor procedures.)

A physical change in the housing unit: (Please check needed accommodation(s).)

_____ Addition of grab bars for bath/shower.

_____ Modification of the fire alarm system to accommodate visual impairment.

_____ Modification of the fire alarm system to accommodate hearing impairment.

_____ Other (Please explain): _____

Verification of Need:

You MAY be asked to allow Management to verify the need for this accommodation. If so, the information we obtain will be kept completely confidential and used solely to determine that the accommodation is needed.

Providing the Accommodation:

If Management cannot provide this accommodation immediately, you will receive an answer to this request within 21 days. If you do not agree with the response, you may appeal the decision to:

<NAME OF PROPERTY>

ATTN: <PERSON TO WHOM APPEAL SHOULD BE SENT>

<ADDRESS OF WHERE APPEALS SHOULD BE SENT>

San Francisco, CA 941XX

RAD
Smoke/Carbon Monoxide Detector Addendum

Your apartment is equipped with a smoke/carbon monoxide (CO) combo detector. The owner or his authorized agent and the tenant (Resident) agree to the following to ensure it is operating properly:

Management will

- Test the smoke/CO detector before the resident moves in to ensure it is working properly.
- Explain the smoke detector operation to the Resident in person.

It is recommended that Residents

- Perform the smoke and carbon monoxide detector test as shown at the move-in inspection monthly to determine if smoke/CO detectors are working properly.
- Residents with limited mobility may make a maintenance request for smoke and carbon monoxide detector testing.

Residents will:

- Allow the owner or his agent access to the premises pursuant to notification requirements of California Civil Code Section 1954, to test the smoke/CO detector when required by law, during routine inspections, and/or routine maintenance work in your home.
- **Immediately** inform the owner/agent **in writing** of any malfunction, defect, low battery signal, or failure in conjunction with said smoke/CO detector.
- Never remove smoke/CO detector or remove batteries from detection devices.

*This unit is equipped with **battery-operated** smoke/CO detectors. (Management Circle one) Yes No*

*In addition to the above agreement, Residents of units equipped with **battery-operated** smoke/CO detectors also agree to:*

- Ensure that the battery is in operating condition at all times.
- Contact management to replace the battery as needed (unless otherwise provided by law).

_____ Initials of Head of Household renting units with battery-operated smoke/CO detectors.

RESIDENT:

Signature: _____ Date: _____
Head of Household: **PRINTED NAME**

Signature: _____ Date: _____
Co-Head or Spouse: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

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Other Adult: **PRINTED NAME**

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Other Adult: **PRINTED NAME**

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Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Management Acknowledgement of receipt of Request

By: LEGAL NAME OF MANAGEMENT AGENT,
its ***Authorized Management Agent***

By: _____
Printed Name *Signature*

Title: _____ Date: _____

RAD
Form of
Satellite Dish Rules for Installation and Maintenance

As a courtesy to Residents who might want an alternate source for television reception, the following rules apply to all installations of satellite dishes, and these rules are made a part of the Lease by reference.

1. Residents will inform Management of their intention to install a satellite dish, and will provide information about the company that will install the dish. No stand-alone satellite dishes will be allowed to be installed without Management's permission. Only satellite dishes that are one (1) meter (approximately 3 feet, 3 inches) or less in diameter or a traditional stick type antenna will be accepted.
2. Residents must provide Management with copy of the installation and service agreement and renewals. Neither the Owner nor Management will be made party to the installation, service agreements.
3. Residents must pay for the entire cost of installing the satellite dish.
4. When contracting for installation and service, Residents must not and will not sign any document with the installer or provider of services to lead to the encumbrance of the property. Allowing the property to be encumbered will be a violation of the Lease agreement, which may lead to termination of the Lease agreement.
5. If the dish is stolen, Residents will contact the proper local police authorities. It is strongly recommended that Residents installing satellite dishes get insurance for the appliance.
6. In their installation, Residents may place dishes only in their own, exclusive Designated Unit, such as inside the rental unit, or on a balcony, terrace, deck, or patio. The device must be wholly within the Designated Unit. It may not overhang a balcony or window sill, or intrude into a common area space.
7. Residents and/or their contractors cannot place satellite dishes in or on common areas, such as roofs, hallways, breezeways, walkways, or the exterior walls of the building. Residents and/or their contractors cannot under any circumstances drill through exterior walls.

8. Satellite dishes will be installed in a way that will minimize the chances of accidents, and will not violate safety or fire codes. Satellite dish installation must not create a physical hazard of any sort.
9. Satellite dishes must be removed when the Residents vacate the Designated Unit. Residents agree that any satellite dish will not be allowed to become part of their Designated Unit, and that after vacating, if not removed, the dish will be considered abandoned.
10. Any damage to the property or Designated Unit in the installation or maintenance of satellite dishes will be paid by Resident at occurrence. Any maintenance costs occasioned by the removal of an abandoned dish will be the responsibility of the Resident vacating the Designated Unit.
11. **Liability Insurance and Indemnity:** Resident is fully responsible for any satellite dish or antenna and related equipment. Management (check one) does does not require evidence of liability insurance. If Management does require insurance, prior to installation, Resident must provide Management with evidence of liability insurance to protect Management against claims of personal injury to others and property damage related to Resident's satellite dish, antenna, or related equipment. The insurance coverage must be no less than \$_____ (which is an amount reasonable determined by Management to accomplish that purpose) and must remain in force while the satellite dish or antenna remains installed. Resident agrees to defend, indemnify, and hold Management harmless from the above claims by others.

RESIDENT:

Signature: _____ Date: _____
 Head of Household: **PRINTED NAME**

Signature: _____ Date: _____
 Co-Head or Spouse: **PRINTED NAME**

Signature: _____ Date: _____
 Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
 Other Adult: **PRINTED NAME**

Signature: _____ Date: _____

Other Adult: _____
PRINTED NAME

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Other Adult: _____
PRINTED NAME

Signature: _____ Date: _____
Other Adult: _____
PRINTED NAME

Signature: _____ Date: _____
Other Adult: _____
PRINTED NAME

Management Acknowledgement of receipt of Request

**By: LEGAL NAME OF MANAGEMENT AGENT,
its *Authorized Management Agent***

By: _____
Printed Name *Signature*

Title: _____ Date: _____

RAD
Smoking Policy Addendum

GOAL OF ADDENDUM

City and County of San Francisco has passed the following codes related to smoking in multifamily buildings: San Francisco Health Code, Article 19F, Sections 1009.21(f), (k), (o); 1009.22(f), (i). On March 2014, San Francisco Housing Authority in Exhibit C of its Lease designated all interior common areas as smoke-free, and that Residents and/or Residents' Guests and/or Visitors shall refrain from smoking within 15 feet of any building entrances, exist, and operable windows and vents.

It is the intent of [LIST MANAGEMENT COMPANY HERE] to enforce both the City of San Francisco policy and the previous property management company policy. To that end, the Smoking Addendum below, taken from the San Francisco Department of Public Health's ordinance regarding smoking prohibition and multiple-unit housing complexes, is as follows:

DEFINITION

"Smoking" or "to smoke" means and includes inhaling, exhaling, burning, or carrying any lighted smoking equipment for tobacco or any plant or other weed. (San Francisco Health Code ("SFHC") 19F Section 1009.21(s)). Smoking of products that are not tobacco, plant, or other weed, such as steaming stones, is not prohibited.

Pursuant to SFHC 19F 1009.22(k), if the owner or manager of multiple-unit housing complexes complies with all of the requirements, smoking in a prohibited area will not be considered a substantial reduction in housing services that would qualify a tenant for a reduction in rent under SF Administrative Code Chapter 37.

SMOKING IS NOT ALLOWED:

- **In enclosed common areas** of multi-unit residences including elevators, covered parking areas, lobbies, waiting areas, interior halls and stairwells; shared bathrooms, cooking, dining, lounge, laundry facilities and recreation areas; etc.
- Within 15 feet of a door or window located within the perimeter of an **outdoor common area** (i.e., an outdoor area where all Residents have access and able to use).
- Within 15 feet of the building entryway, exit, operable doors, or vents.

SMOKING IS ALLOWED:

- At the curb of the street, sidewalk, or alley closest to the Property.
- If there is no curb near the Property, at least 15 feet away from the building entrances, exits, and operable windows, and vents.
- Inside a Residential unit when the front door is closed.
- The private outdoor area(s) of a Residential unit (e.g., balconies and private yards, etc.).
- The outdoor common area of the Residential building that is greater than 15 feet from a door or window located within its perimeter.

To comply with the policy, Management will:

- Post a clear and prominent sign at each entrance to the premise;
- Remove any ashtray or ash receptacles from inside the premise;
- Post at least one (1) clear and prominent “No Smoking” sign in the lobby, elevator, or mailbox area;
- Post additional “No Smoking” signs in any other area(s) where smoking is prohibited (e.g., exit doors, vents, loading docks; other enclosed areas; car port or garages with ceilings; shared bathrooms, laundry, recreation, or dining rooms; within 10 feet of a door or window within the outdoor common area; etc.);
- Request Residents to refrain from smoking in prohibited areas when appropriate;
- Post a written notice for at least 10 days in the elevator, lobby, or mailbox area when Management receives a written complaint;
- Issue a written notice requesting the Resident to the refrain from smoking within prohibited area when Management observes smoking in a prohibited area, in addition to posting the 10-day notice, and;
- Maintain a copy of the written notice to the Resident for at least 1 year.

As required by Article 19M of the San Francisco Health Code, Management has determined your Designated Unit to be:

- Smoke-Free (smoking is prohibited within the unit at all times)
- Smoking Optional (smoking is allowed within the unit at all times)

As pursuant to Article 19M, if Management determines the Designated Unit to be Smoking Optional, Resident may request that the Designated Unit be Smoke Free. If Resident elects a Smoke Free unit, Resident must initial below.

- I, Resident, elect to make my unit Smoke Free. _____(Resident initial)

Regardless of the unit designation noted above (Smoke-Free or Smoking Optional), smoking in prohibited areas will NOT be a basis for Lease termination.

Management Not Guarantor of Smoke-Free Environment: Resident acknowledges that Management’s adoption of Non-Smoking Areas, does not make Management the guarantor of the Resident’s health or of the smoke-free condition of the Non-Smoking Areas. However, Management shall take reasonable steps to enforce the Non-Smoking Areas. Management shall not be required to take steps in response to smoking unless Management has actual knowledge or has been provided written notice.

By signing this Smoke Free Addendum, I acknowledge that I have read, understand and will abide by all of the Smoke Free Addendum requirements of [TYPE NAME OF RAD PROPERTY IN CAPS HERE]. I further understand and acknowledge that the Smoke Free Addendum are attached to and part of the Lease agreement (the “Agreement”).

RESIDENT:

Signature: _____ Date: _____
Head of Household: **PRINTED NAME**

Signature: _____ Date: _____
Co-Head or Spouse: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

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Other Adult: **PRINTED NAME**

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Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Management Acknowledgement of receipt of Request

**By: LEGAL NAME OF MANAGEMENT AGENT,
its *Authorized Management Agent***

By: _____
Printed Name *Signature*

Title: _____ Date: _____

RAD BED BUG ADDENDUM

NAME PROPERTY HERE

RESIDENT REQUIRED REPORTING

Residents are required to report the presence or the suspicion of the presence of bedbugs to Management within twenty-four (24) hours of the discovery of the presence or suspected presence. Management is not responsible for the loss of personal belongings or any other costs incurred by the Resident as a result of a bedbug infestation. Residents are required to comply with the bedbug remediation treatment program as outlined below.

BEDBUG WARNING STATEMENT: Bedbugs are wingless parasites that feed on the blood of humans, pets, birds and other animals. Bedbug bites leave itchy bumps on the skin that can lead to other infections if scratched or left untreated. Bedbugs are transferred from place to place when people expose themselves or their belongings to bedbug infested areas. Bedbugs are also transferred when a person brings contaminated objects or items into a building. Bedbugs hide in cracks and crevices in beds, wooden furniture, floors and walls during the day and emerge at night to feed. Bedbugs can quickly spread throughout a building unless all Residents fully cooperate with eradication efforts.

RESIDENT OBLIGATIONS

Resident agrees to the following requirements:

1. Resident agrees to maintain the Designated Unit in a manner that prevents the occurrence of an infestation of insects and vermin including bedbugs.
2. Resident agrees to keep the Designated Unit in a safe and sanitary condition so that the Designated Unit does not promote infestation by insects and vermin including bedbugs. Resident shall maintain the Designated Unit in a condition that permits reasonable ingress and egress to the Designated Unit and unimpeded access throughout the Designated Unit.
3. Resident shall immediately notify Management of any condition in the Designated Unit indicating infestation by insects and vermin, including bedbugs. Conditions indicating infestation include but are not limited to: itchy welts on the Resident's skin; live bugs in the bed, bedding, or clothing maintained in the Designated Unit; blood spots on the mattress or bedding; brown or black excrement spots on bedding or the bed; a sweet odor.

4. Because of the risks to other Residents, and staff, associated with the presence of bedbugs, Resident agrees that conditions indicating the presence of bedbugs constitute an emergency for purposes of permitting Management access to inspect the Designated Unit.
5. In the event it is determined that the Designated Unit must be treated for infestation by insects and vermin including bedbugs, Resident shall cooperate with Management and Management's agents, staff and pest control technicians as required to eradicate any infestation from the Designated Unit and The Property.
6. Resident shall permit Management staff and pest control technician's access to the Designated Unit upon written notice.
7. Resident agree to do the following if pest control technicians believe that such action is necessary for the eradication of the insects:
 - a. Discard, or permanently remove from the Designated Unit, and from The Property, infested personal property such as bedding, clothing, bed, furniture, furnishings, books, magazines, newspapers, open food, personal supplies, plants, and stuffed animals. Residents should follow the written disposal directions provided by pest control technician.
 - b. Seal clothing and bedding in plastic bags for laundering, and laundering the clothing and bedding in hot water and then drying at a high heat setting. After such laundering, Resident shall not return the cleaned clothing or bedding to the Designated Unit until completion of the eradication process.
 - c. Seal personal property, toiletries, and other personal items in plastic bags for treatment by Management's pest control technician.
 - d. Enter into a written agreement concerning treatment to the Designated Unit and for treatment of personal property.
 - e. Resident and Resident's pet or service animal transfer to another unit, or relocate temporarily to another unit or other location such as a hotel, in the event it is determined that relocation is necessary to facilitate eradication of insects and vermin including bedbugs from the Designated Unit. Upon reasonable notice to Resident, Management may substitute for the Designated Unit a comparable unit within The Property and thereupon such other unit shall be deemed to be the Premises covered by the Lease and these Rules. If management deems the relocation as temporary, then within two calendar days or as otherwise approved after written notice of the completion of eradication measures in the Designated Unit, from management to Resident, Resident shall return to, and reoccupy, his or her

original Designated Unit leaving the substituted unit or other location completely empty.

8. Resident has been advised that in order to control and eradicate insects and vermin including bedbugs, Management and its pest control technician may use pesticides in and around the Designated Unit. Upon request, additional information about particular pesticides and chemical agents used during the eradication process can be provided. In the event Resident has reason to believe that he or she has a medical condition which precludes Resident from being exposed to pesticides, Resident shall provide written verification from their physician of such condition.
9. The Resident's failure to comply with the terms of this section constitutes a material breach of the Lease Agreement that adversely affects the health, safety, and quiet enjoyment of other Residents and interferes with the Management's responsibilities.
10. Repeated failure to comply with the terms of the Bed Bug Addendum may lead to associated costs being charged back to Resident(s).

The Resident's failure to comply with the terms of this section constitutes a material breach of the Lease Agreement that adversely affects the health, safety and quiet enjoyment of other Residents and interferes with the Management's responsibilities.

By signing this Bed Bug Addendum, I acknowledge receiving an informational sheet titled "Tenant's Bed Bugs Control Guidelines. I, also, acknowledge that I have read, understand and will abide by all of the Bed Bug requirements of [TYPE NAME PROPERTY IN CAPS HERE].

RESIDENT:

Signature: _____ Date: _____
Head of Household: **PRINTED NAME**

Signature: _____ Date: _____
Co-Head or Spouse: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
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Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Management Acknowledgement of receipt of Request

**By: LEGAL NAME OF MANAGEMENT AGENT,
its *Authorized Management Agent***

By: _____
Printed Name *Signature*

Title: _____ Date: _____

RAD

Tenant's Bed Bugs Control Guidelines

(Pamphlet)

[Document follows this cover page]

RAD

Megan's Law & Required Environmental Addendum

(Megan's Law, Proposition 65, Asbestos Disclosure, Lead-Based Paint Disclosure)

Megan's Law Notice: As required by California Civil Code Section 2079.10a:

Notice: Pursuant to Section 290.46 Penal Code, information about specified **registered sex offenders** is made available to the public via an Internet Web site maintained by the Department of Justice as www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and zip code in which he or she resides.

Proposition 65 Warning: Pursuant to California Health and Safety Code Section 25249.5 *et seq.*, the Property, as well as the common areas in and around the Property, contain at least one of the chemicals known to the State of California to cause cancer or reproductive toxicity and for which warnings are now required. These chemicals include, but are not limited to, tobacco, smoke, lead and lead components, asbestos, carbon monoxide, and gasoline components.

Asbestos Disclosure; Operation And Maintenance Program:

This box must be checked if building is constructed prior to 1981 OR if Management/Owner knows or believes there is asbestos on the Property.

- a. Asbestos is a mineral on the list of chemicals known to the State of California to cause cancer. Asbestos is present in the sprayed-on acoustic ceiling material (which has a "cottage cheese" appearance) in the Property and in the hallways and other areas in the building in which the Property is located. Asbestos may also be present in other materials in the Property and the building, including the insulation fireproofing and floor tiles.
- b. Management has instituted operations and maintenance program directed at maintaining the Property in accordance with any applicable Federal and State safety requirements regarding asbestos-containing material. This program is designed (among other things) to prevent release of asbestos fibers into the air; minimize disturbance of damage to asbestos-containing materials; monitor the conditions of materials and air in the building; and regulate maintenance, renovation and construction activities. No matter how small the percentage of such material may be, Resident and Resident's Guests/Visitors shall comply with such rules and regulations as Management from time to time may prescribe in

connection with Management's operations and maintenance program, including without limitation the following:

- i. Hazardous Materials: Residents shall not take or allow any action which in any way damages or disturbs all or part of the ceiling or floor tiles in the Property, including, but not limited to: piercing the surface of the ceiling or floor tiles by drilling or any other method; hanging plants, mobiles or other objects from the ceiling; allowing any objects to come into contact with the ceiling; permitting water or other liquid to come into contact with the ceiling; painting or undertaking any repairs or improvements with respect to the ceiling;
- ii. Resident(s) shall notify Management immediately in writing (a) if there is any damage to or deterioration of the ceiling or floor tiles in the Property, including, without limitation, loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling or floor tiles, or (b) upon the occurrence of any of the activities described in Asbestos Disclosure; Operation And Maintenance Program above.

Lead-Based Paint Disclosure and Warning:

- This box must be checked if building is constructed prior to 1978 OR if Management/Owner knows or believes there to be lead-based paint on the Property.*
- a. Lead Warning Statement. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Management must disclose the presence of known lead-based paint and/or lead base paint hazards in the dwelling. Resident(s) must also receive a federally approved pamphlet on lead poisoning prevention.
 - b. Management's Disclosure (*check appropriate box or boxes*)
 - Management has no knowledge of lead-based paint and/or lead-based paint hazards in the Property.
 - Management has no reports or records pertaining to lead-based and/or lead-based paint hazards in the Property.

- Management knows the lead-based paint and/or lead-based paint hazards are present in the Property (explain). _____

 - Management has reports or records pertaining to lead-based and/or lead-based paint hazards in the Property and Management either (1) has provided Resident with all available records and reports, which are attached to and made a part of this Addendum or, alternatively, (2) has made such reports available for Resident's inspection upon request during normal business hours (list documents).
-

c. Resident's Acknowledgment (*check all that apply*).

- Resident has received copies of all information listed above, if any.
- Management has made copies of all information listed above, if any, available to Resident for inspection during normal business hours.
- Resident has received the pamphlet Protect Your Family from Lead In Your Home.

RESIDENT:

Signature: _____ Date: _____
 Head of Household: **PRINTED NAME**

Signature: _____ Date: _____
 Co-Head or Spouse: **PRINTED NAME**

Signature: _____ Date: _____
 Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
 Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
 Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
 Other Adult: **PRINTED NAME**

Signature: _____ Date: _____

Other Adult: _____
PRINTED NAME

Signature: _____ Date: _____
Other Adult: _____
PRINTED NAME

Signature: _____ Date: _____
Other Adult: _____
PRINTED NAME

Signature: _____ Date: _____
Other Adult: _____
PRINTED NAME

Signature: _____ Date: _____
Other Adult: _____
PRINTED NAME

Management Acknowledgement of receipt of Request

By: LEGAL NAME OF MANAGEMENT AGENT,
its **Authorized Management Agent**

By: _____
Printed Name *Signature*

Title: _____ Date: _____

RAD

Protect Your Family from Lead in Your Home

(Pamphlet)

[Document follows this cover page]

RAD
Emergency Contact Information
Lease Attachment

To: Property Name

Resident Address: _____

Head of Resident Name _____

Instructions: Optional Contact Person or Organization: You have the right by law to include as part of your Lease for housing, the name, address, telephone, and other relevant information of a family member, friend, or social health, advocacy or other organization. This contact information is for the purpose of identifying a person or organization that may be able to help in resolving any issues that may arise during your tenancy or to assist in providing any special care or services you may require. **You may update, remove, or change the information you provide on this form at any time. Management will require you to update this form annually at your recertification. You are required to list at least one emergency contact.**

NAME: _____ PERMISSION TO ENTER UNIT? (Circle One) YES / NO		
ADDRESS: _____ CITY/STATE _____ ZIP CODE _____		
RELATIONSHIP: _____ EMAIL ADDRESS: _____		
HOME PHONE: ()	WORK PHONE: ()	CELL PHONE: ()
Relationship to Resident: _____		
Please contact this person for the following issues: <input type="checkbox"/> ALL: Check all it the person listed above may be contacted for all items listed below.		
<input type="checkbox"/> Medical emergency process	<input type="checkbox"/> Assistance with income recertification	
<input type="checkbox"/> Unable to contact you	<input type="checkbox"/> Change in Lease terms	
<input type="checkbox"/> Termination of rental assistance	<input type="checkbox"/> Change in house rules	
<input type="checkbox"/> Eviction from unit	<input type="checkbox"/> Other: _____	
<input type="checkbox"/> Late payment of rent		
NAME: _____ PERMISSION TO ENTER UNIT? (Circle One) YES / NO		
ADDRESS: _____ CITY/STATE _____ ZIP CODE _____		

RAD

**Certificate of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (HUD
form-50066)**

(This form may be used for cases of Elder Abuse, also)

[Document follows this cover page]

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING

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

OMB Approval No. 2502-0204
Exp. 03/31/2014

Purpose of Form: The Violence Against Women Reauthorization Act of 2013 (“VAWA”) protects qualified tenants, participants, and applicants, and affiliated individuals, who are victims of domestic violence, dating violence, sexual assault, or stalking from being denied housing assistance, evicted, or terminated from housing assistance based on acts of such violence against them.

Use of Form: This is an optional form. A PHA, owner or manager presented with a claim for continued or initial tenancy or assistance based on status as a victim of domestic violence, dating violence, sexual assault, or stalking (herein referred to as “Victim”) has the option to request that the victim document or provide written evidence to demonstrate that the violence occurred. The Victim has the option of either submitting this form or submitting third-party documentation, such as:

- (1) A record of a Federal, State, tribal, territorial, or local law enforcement agency (e.g. police), court, or administrative agency; or
- (2) Documentation signed by the Victim and signed by an employee, agent or volunteer of a victim service provider, an attorney, a medical professional, or a mental health professional from whom the Victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) that he or she believes that the incident of domestic violence, dating violence, sexual assault, or stalking is grounds for protection under 24 Code of Federal Regulations (CFR) § 5.2005 or 24 CFR § 5.2009.

If this form is used by the Victim, the Victim must complete and submit it within 14 business days of receiving it from the PHA, owner or manager. This form must be returned to the person and address specified in the written request for the certification. If the Victim does not complete and return this form (or provide third-party verification) by the 14th business day or by an extension of the date provided by the PHA, manager or owner, the Victim cannot be assured s/he will receive VAWA protections.

If the Victim submits this form or third-party documentation as listed above, the PHA, owner or manager cannot require any additional evidence from the Victim.

Confidentiality: All information provided to a PHA, owner or manager concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking relating to the Victim (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking) shall be kept confidential by the PHA, owner or manager, and such information shall not be entered into any shared database. Employees of the PHA, owner, or manager are not to have access to these details unless to afford or reject VAWA protections to the Victim; and may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) requested or consented to by the Victim in writing; (ii) required for use in an eviction proceeding; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING:

Date Written Request Received by Victim: _____

Name of Victim: _____

Names of Other Family Members Listed on the Lease: _____

Name of the Perpetrator*: _____

***Note:** The Victim is required to provide the name of the perpetrator only if the name of the perpetrator is safe to provide, and is known to the victim.

Perpetrator’s Relationship to Victim: _____

Date(s) the Incident(s) of Domestic Violence, Dating Violence, Sexual Assault, or Stalking Occurred: _____

Location of Incident(s): _____

Description of Incident(s) (This description may be used by the PHA, owner or manager for purposes of evicting the perpetrator. Please be as descriptive as possible.):

[INSERT TEXT LINES HERE]

I hereby certify that the information that I have provided is true and correct and I believe that, based on the information I have provided, that I am a victim of domestic violence, dating violence, sexual assault or stalking. I acknowledge that submission of false information is a basis for denial of admission, termination of assistance, or eviction.

Signature _____ Executed on (Date) _____

Public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. Information provided is to be used by PHAs and Section 8 owners or managers to request a tenant to certify that the individual is a victim of domestic violence, dating violence or stalking. The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

Certificate of Domestic Violence, Dating, or Stalking (HUD form-91066)

(This form may be used for cases of Elder Abuse, also)

[Document follows this cover page]

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING

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

OMB Approval No. 2502-0204
Exp. 03/31/2014

Public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. Information provided is to be used by owners and management agents administering Section 8 project-based assistance under the United States Housing Act of 1937 (42 U.S.C. 1437) to request a tenant to certify that the individual is a victim of domestic violence, dating violence, or stalking. The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

Purpose of Form: The Violence Against Women and Justice Department Reauthorization Act of 2005 protects qualified tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking (collectively “domestic violence”) from being evicted or terminated from housing assistance based on acts of such violence against them.

Use of Form: If you have been a victim of domestic violence, you or a family member on your behalf must complete and submit this certification form, or submit the information described below under “Alternate Documentation,” which may be provided in lieu of the certification form, within 14 business days of receiving the written request for this certification form by the owner or management agent. The certification form or alternate documentation must be returned to the person and the address specified in the written request for the certification form. If the requested certification form or the information that may be provided in lieu of the certification form is not received by the 14th business day or any extension of the date provided by the owner or management agent, none of the protections afforded to victims of domestic violence under the Section 8 project-based assistance program will apply. Distribution or issuance of this form does not serve as a written request for certification.

Alternate Documentation: In lieu of this certification form (or in addition to it), the following documentation may be provided:

- (1) A federal, state, tribal, territorial, or local police or court record; or
- (2) Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney or medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional’s belief that the incident(s) in question are bona fide incidents of abuse, and the victim has signed or attested to the documentation.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE:

- 1. **Date written request is received from owner or management agent:** _____
- 2. **Name of victim:** _____
- 3. **Your name (if different):** _____
- 4. **Name(s) of other family members listed on the lease:** _____

- 5. **Name of the abuser:** _____
- 6. **Relationship of the abuser to the victim:** _____
- 7. **Date of incident:** _____
- 8. **Time of incident:** _____
- 9. **Location of incident:** _____

{Page two must be completed and attached to this form.}

RAD
Pet Rules and Pet Agreement

This **Pet Agreement** is incorporated in full into the existing Lease Agreement between <MANAGEMENT COMPANY NAME>, as Managing Agent for <PROPERTY NAME> (hereinafter referred to as “we”) and <RESIDENT NAME> (hereafter referred to as the “Resident” or “you”). The purpose of this Agreement is to authorize you to maintain a pet in your dwelling unit subject to certain conditions and restrictions. Pets are a serious responsibility and risk. If not properly controlled and cared for, pets can disturb the rights of others and cause costly damages for which you may be held liable.

DWELLING UNIT DESCRIPTION:

Unit No.: <UNIT #> Name of development: <PROPERTY NAME>
Address: <RESIDENT UNIT ADDRESS>

LEASE DESCRIPTION AND LISTING OF OCCUPANTS:

Date of Lease: <DATE OF LEASE>
Names of all persons occupying dwelling unit: _____

DESCRIPTION OF PET - Only the following described pet is authorized to be kept in your dwelling unit. No substitutions are allowed. No other pet or pets shall be permitted on the premises by you or your Guests, except for visiting Assistance/Service animals.

TYPE: _____ BREED: _____ COLOR: _____ WEIGHT: _____ AGE: _____
CITY LICENSE NO.: _____ ISSUED BY THE CITY OF: _____
DATE OF LAST RABIES SHOT: _____ NAME OF PET: _____
IS PET HOUSEBROKEN? _____ DOCUMENTATION OF NEUTERING: _____

EMERGENCY CARE - In case of emergency, your pet will be taken care of by:

Name: _____ Telephone #: _____ Email: _____

DEPOSIT (Reference HUD Handbook 4350.3, Ch.6, Section 6-24) - A refundable deposit of \$100 is required to be paid by those Residents who own or keep cats or dogs in their units. The initial deposit cannot exceed \$50 at the time the pet is brought onto the premises. The remaining required deposit will be paid in the amount of \$10 per month until the deposit of \$100 is reached. A Resident is allowed to pay the entire amount or increments that are greater than \$10 if they choose to do so. If the pet dies and is not replaced, deposit will be returned. Replacement pet does not require a new deposit. However, Management must meet the new pet.

CONDITIONS OF MANAGEMENT APPROVAL OF PETS - Management must meet all pets before the pet moves on-site. Aggressive animals of any kind will not be tolerated. Photo identification will be maintained in the file.

MULTIPLE RESIDENTS - Each Resident who signed the Lease shall sign the Pet Agreement if non-accommodation pet. You and your Guests shall abide by all Pet Rules. Each Resident of the unit shall be jointly and severally liable for damages and all other obligations set forth herein--even if such Resident does not own the pet.

MOVE-OUT - Prior to vacating the dwelling unit, you shall be responsible for cleaning, de-fleeing, and deodorizing the unit in order to protect future Residents from possible health hazards, regardless of how long your Pet has occupied the unit.

PET RULES - You are responsible for the actions of the pet at all times. You agree to abide by the following rules:

1. Pets will be vaccinated in accordance with state and local law.
2. Pets exceeding 25 pounds or any animal not permitted under state or local law or code are not permitted.
3. You will register the pet before bringing him/her onto the premises. You will update the registration annually.
4. We may refuse to register the pet if the pet Owner will be unable to comply with any of the provisions in this Agreement.
5. You agree that the pet will not disturb the rights, comforts, or conveniences of neighbors or other Residents. This applies whether the pet is inside or outside of your dwelling unit.
6. Pets must be trained. **All pets, other than dogs or cats**, must be caged at all times. No pet offspring are allowed. Dogs and cats must be neutered or spayed. Young animals must be spayed or neutered within six months.
7. The Pet shall not be tied to any fixed object outside a dwelling unit, including—without limitation—patio area, walkways, stairs, stairwells, or any other part of the development. The pet shall not be allowed to run free outside your dwelling unit on The Property.
8. You shall not permit your pet in laundry rooms, offices, lobby areas, club rooms, other recreational facilities, and other dwelling units, unless needed for assistance.
9. Your pet must be fed and watered inside the dwelling unit or other areas designated by Management, and pet food or water may not be left outside the dwelling unit at any time.
10. Your pet shall be kept on a leash and under supervision when allowed outside a dwelling unit, provided, however, that all pets shall be hand-held within corridors and other interior common areas.
11. Unless we have designated a particular area in a dwelling unit or on the grounds for the discharge of pet urine and feces, no pet shall be allowed to discharge anywhere on the development, including--without limitation--dwelling units, walkways, stairs, podium areas, stairwells, or other places, and all pets must be taken off the development property for such purpose. Cat discharge is permitted inside a dwelling unit, but it shall be done in commercial-type litter boxes with "kitty litter" type mix. If pet discharge occurs anywhere on the development property, you shall be responsible for the

immediate removal of waste and repair damage. In addition to the foregoing provisions hereof, you shall comply with all applicable local ordinances regarding pet discharge.

PET CARE AND ABUSE - We may terminate your authorization to keep such pet if you become incapable of caring for your Pet, or if such Pet is neglectfully cared for or abused.

CHANGES AND/OR ADDITIONS TO PET AGREEMENT - Any changes to this Pet Agreement will go through the formal amendment process described in the House Rules.

VIOLATION OF AGREEMENT - Complaints of rule violations must be made in writing and signed by the person complaining. Management and Residents alike may file such complaints. After three verified rule violations supported by objective facts in a calendar year, a Resident who does not correct the violations may be required to give up the pet or face eviction proceedings, subject to procedures stated in the Federal Register, Vol. 51, No. 230, Section 243.24 (copies available in the office).

COMPLAINTS ABOUT PET - You agree to immediately take appropriate action in the event that we receive complaints from neighbors or other Residents concerning your pet.

PRIOR UNDERSTANDING - You acknowledge that no other oral or written Agreement or understanding exists regarding this Pet Addendum.

ACCOMMODATION ANIMAL

*For Residents who lived at the property on or before November 1, 2015, and Management did not receive Accommodation Animal documents in the transfer of documents from SFHA to Management, Management shall meet the Accommodation Animal and together Management and Residents will complete Dwelling Unit Description, Lease Description and Listing of Occupants, Description of Pet, and Emergency Care sections of the Pet Rules and Agreement. **Only Dwelling Unit Description, Lease Description and Listing of Occupants, Description of Pet, Emergency Care, and Pet Rule sections) of the above Pet Rules and Pet Agreement (not including numbers 2 and 4 of the Pet Rule section) apply.***

THIS IS A BINDING LEGAL DOCUMENT. READ CAREFULLY BEFORE SIGNING.

By signing this statement below, I am acknowledging that I have read, understand and will abide by all of the terms and conditions stated in this Pet Agreement.

RESIDENT:

Signature: _____ Date: _____
Head of Household: **PRINTED NAME**

Signature: _____ Date: _____

Co-Head or Spouse: _____
PRINTED NAME

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Signature: _____ Date: _____
Other Adult: **PRINTED NAME**

Management Acknowledgement of receipt of Request

By: **LEGAL NAME OF MANAGEMENT AGENT,**
its **Authorized Management Agent**

By: _____
Printed Name *Signature*

Title: _____ Date: _____

RAD
Accessible – Barrier Free Unit Lease Rider

I, _____, do hereby acknowledge that I have rented a unit

located at _____, San Francisco, CA _____, an accessible/barrier-free unit, in the development known as,

(Property Name), effective _____, 20____.
(effective date of lease)

My household currently does/ does not (check one) require the accessibility features of a accessible/barrier-free unit. An accessible/barrier-free unit is defined as: a unit with a structural or architectural design that does not impede use by individuals with special physical needs.

I further acknowledge that if, in the future neither I nor any member(s) of my household require such accommodations provided by an accessible/barrier-free unit, and such accommodations are required by another Resident or applicant. I agree to transfer to an appropriate sized non-accessible/barrier-free unit in the above referenced development within 30 days of management requesting such a transfer in accordance with the provisions of the HUD Multifamily Occupancy Handbook, Chapter 7, Section 16, Sub-Section B, Part 1.b.

RESIDENT:

Signature: _____ Date: _____
Head of Household: **PRINTED NAME**

Signature: _____ Date: _____
Co-Head or Spouse: **PRINTED NAME**

Management Acknowledgement of receipt of Request

**By: LEGAL NAME OF MANAGEMENT AGENT,
its *Authorized Management Agent***

By: _____
Printed Name *Signature*

Title: _____ Date: _____

RAD
Form of
Community Room Reservation

1. In reserving this Community Room, the following rules and regulations apply:
 - A. Resident must not have any current or pending legal actions, including actions for non-payment of rent, material non-compliance with the terms of the Lease, holdover actions, etc. to reserve private use of the Community Room.
 - B. An Adult (18 years old or older) member of the Resident's Household must be present during the entire event.

2. Cleaning and Security Deposit, prior the use of the Community Room.
 - A. \$50.00 Room and Cleaning Deposit. (Property Name) shall return this deposit to you after the party only under the conditions listed in Section 4 and 5. This deposit will be waived for recognized, legitimate tenant organizations that are using the room for tenant organization purposes.
 - B. Resident must reimburse The Property for any actual costs incurred for cleaning and/or damages. **These costs are payable by money order only. No cash will be accepted.**

3. Resident's Responsibilities
 - A. You are responsible for the Community Room and its contents from the time you take possession of the room until you return the Room to an Agent of (Property Name).
 - B. After the party/function, you must remove trash from room to the dumpster, and clean all counters, appliances (if used), and rest rooms. You must leave the Community Room in the same condition as it was when you took possession.
 - C. You and your Guests must comply with all rules governing the use of the Community Room as set forth in your Lease and/or owner's rules and regulations.
 - D. Management, Staff, or their Designee has the right to discontinue an event should it become disruptive to the quiet enjoyment of other Residents. If a complaint is lodged against your party, you shall receive a single warning from Management to immediately terminate the function. Warning from any Management staff, including maintenance, is to be regarded.

- E. The Room is available from x:xx a.m. to x:xx p.m. only.
- F. The maximum occupancy of the Community Room cannot exceed XXX .
- G. **No attendee can be charged a fee for attending the event.**
- H. **No alcoholic beverages or any illegal substances will be permitted** inside and/or outside the Community Room or surrounding areas.
- I. **No smoking is permitted anywhere in the Community Room** or anywhere within 15 feet from the building, per San Francisco Health Code Article 19F.
- J. You agree that the Community Room is for your own use; you may not leave the Community Room unsecured at any time. If the Community Room is found unsecured, the event will be terminated.
- K. No parking is provided for attendees of the event.

4. Owner's right to reimburse.

Owner shall deduct the cost of replacing or repairing items that are damaged, destroyed, or missing, from the deposit provided in Section 2 of this agreement. You are immediately responsible for reimbursement of any costs that exceed the amount of the Cleaning and Security Deposit.

5. Cleaning and Security Deposit

Owner shall return the deposit to you after the party only under the following conditions:

- A) There is no damage to the Community Room, its furniture, fixtures, and other appliances listed in the inventory list.
- B) The Community Room is clean, the floors are swept and mopped, and the counters are clean.
- C) You have removed all trash from the Community Room;
- D) You have completed cleaning the Community Room (inside and outside) and returned possession to an Agent of **(Property Name)**.

RESIDENT NAME: _____
 ADDRESS _____

Rental Date: ____ / ____ / ____ Rental Start Time: _____ Rental End Time: _____

WHAT KIND OF EVENT WILL TAKE PLACE? _____

ESTIMATED ATTENDANCE: _____ PERSONS	Telephone Number: _____
Resident Signature: _____	DATE: ____ / ____ / ____
Deposit Returned: _____	DATE: ____ / ____ / ____
Key Received: _____	DATE: ____ / ____ / ____
Key Returned: _____	DATE: ____ / ____ / ____

FOR OFFICE USE ONLY	
Deposit Received: _____	DATE: ____ / ____ / ____

Balance Due: _____
Tenant in Good Standing: Yes _____ NO _____
APPROVED BY: _____

NOTES:

Owner/Management Agent

(Property Name)
Xxxx Street Address, San Francisco, CA xxxxx
TELEPHONE: (xxx) xxx-xxxx TTY: (877) 735-2929
FAX: (xxx) xxx-xxxx E-MAIL: xxxxxxx@xxxxxxx.com

RAD Parking Agreement
(Property Name)

LICENSEE NAME (S): _____

ADDRESS: _____

CAR MAKE: _____ CAR MODEL: _____

DOORS: _____ COLOR: _____

LICENSE # _____ REGISTRATION EXP. DATE _____

INSURANCE COMPANY: _____

INSURANCE POLICY #: _____ INSURANCE EXP. DATE _____

PARKING SPACE #: _____

GARAGE REMOTE DOOR OPENER #: _____

Each household with an automobile who executes this agreement will be provided one assigned available parking space. Any remaining spaces will be assigned, taking into consideration household size and need.

All Residents must have a valid parking sticker on their vehicle. All Residents will be required to provide copies of current driver's license, auto registration, and insurance in order to receive a parking sticker. Any vehicle not properly identified by a parking sticker will be subject to tow-away at owner's expense for any parking violations.

Parking Rules

1. All vehicles without parking permits will be subject to towing. Please observe parking regulations at all times and instruct your Guests/Visitors to do likewise. The Management is not responsible for any vehicles parked on or off the property.
2. No vehicle shall be parked in an unauthorized space or in such a manner as to block roadways or the comings and/or goings of Residents. Violators' cars will be ticketed and/or towed at owner's expense. Residents can report parking violations to Management at XXX_XXX_XXXX.
3. Vehicles left standing in an open parking space in a non-operative condition, or with expired tags, or unlicensed, or abandoned, will be towed within 72 hours of written notice to the vehicle owner.

4. All vehicles or other equipment parked or stored in violation of these rules may be subject to tow-away. All costs and/or fines incurred in the removal of such vehicles will be charged to the owner of the vehicle involved.
5. Boats, campers, trailers, trucks (except pick-up trucks), recreation, or commercial vehicles are prohibited from being parked or stored on the property. No person shall operate a motorized vehicle within the complex without proper operating license. No unlicensed motor vehicles, for example, motorbikes or go-carts, shall be ridden within the complex. Any damages to property within the complex by use of any vehicle (including hired and leased moving vans) shall be fined by an amount to repair or replace the damaged areas or items.
6. The speed limit in the parking lot is 5 miles per hour.
7. Any vehicle with a parking permit that is unmoved from a space given 7 days written notice is subject to towing at the vehicle owner's expense. If more time to comply is necessary, Resident should notify the Management Office. Reasonable requests will be granted.
8. No vehicle maintenance, including oil changes or any type of repair work or car washing, is permitted at any time.
9. Only cars registered with the management office will be allowed to park in their assigned space. You must notify Management if you have the temporary use of a different vehicle. Temporary vehicles will be substituted within reasonable time frames.
10. Unauthorized vehicles will be towed by the designated posted towing company.
11. Vehicles must remain fully operative, registered, and insured at all times.
12. A copy of your vehicle's current registration, your driver's license and proof of insurance will be required to obtain an initial parking permit and for each annual renewal thereafter.
13. A fee will be charged for lost, stolen, or unreturned entry gate openers.
14. Management is not liable for any damages to vehicle due to fire, theft, defective brakes or parts, acts of others, or another cause beyond its control.
15. Vehicle owner shall not leave any article of personal property in vehicle. Management is not liable for loss or theft of accessories or articles of personal property left in car.

- 16. In no event is Management liable for consequential damages or loss of use of vehicle.
- 17. Residents are responsible for the parking practices and vehicle operations of any Visitors they allow on the property.

I agree that if I violate this agreement I will be required to relinquish my parking space.

RESIDENT:

Signature: _____ Date: _____
 Head of Household: **PRINTED NAME**

Signature: _____ Date: _____
 Co-Head or Spouse: **PRINTED NAME**

Management Acknowledgement of receipt of Request

**By: LEGAL NAME OF MANAGEMENT AGENT,
 its *Authorized Management Agent***

By: _____
Printed Name Signature

Title: _____ Date: _____

How is Your Rent Determined

HUD Fact Sheet, Office of Public and Indian Housing, November 2002

[Document follows this cover page]

FACT SHEET

For HUD ASSISTED RESIDENTS

Project-Based Section 8

“HOW YOUR RENT IS DETERMINED”

Office of Housing

September 2010

This Fact Sheet is a general guide to inform the Owner/Management Agents (OA) and HUD- assisted residents of the responsibilities and rights regarding income disclosure and verification.

Why Determining Income and Rent Correctly is Important

Department of Housing and Urban Development studies show that many resident families pay incorrect rent. The main causes of this problem are:

- Under-reporting of income by resident families, and
- OAs not granting exclusions and deductions to which resident families are entitled.

OAs and residents all have a responsibility in ensuring that the correct rent is paid.

OAs' Responsibilities:

- Obtain accurate income information
- Verify resident income
- Ensure residents receive the exclusions and deductions to which they are entitled
- Accurately calculate Tenant Rent
- Provide tenants a copy of lease agreement and income and rent determinations Recalculate rent when changes in family composition are reported
- Recalculate rent when resident income decreases
- Recalculate rent when resident income increases by \$200 or more per month
- Recalculate rent every 90 days when resident claims minimum rent hardship exemption
- Provide information on OA policies upon request
- Notify residents of any changes in requirements or practices for reporting income or determining rent

Residents' Responsibilities:

- Provide accurate family composition information
- Report all income
- Keep copies of papers, forms, and receipts which document income and expenses
- Report changes in family composition and income occurring between annual recertifications
- Sign consent forms for income verification
- Follow lease requirements and house rules

Income Determinations

A family's anticipated gross income determines not only eligibility for assistance, but also determines the rent a family will pay and the subsidy required. The anticipated income, subject to exclusions and deductions the family will receive during the next twelve (12) months, is used to determine the family's rent.

What is Annual Income?

Gross Income – Income Exclusions = Annual Income

What is Adjusted Income?

Annual Income – Deductions = Adjusted Income

Determining Tenant Rent

Project-Based Section 8 Rent Formula:

The rent a family will pay is the **highest** of the following amounts:

- 30% of the family's monthly *adjusted* income
- 10% of the family's monthly income
- Welfare rent or welfare payment from agency to assist family in paying housing costs.

OR

- \$25.00 Minimum Rent

Income and Assets

HUD assisted residents are required to report **all** income from all sources to the Owner or Agent (OA).

Exclusions to income and deductions are part of the tenant rent process.

When determining the amount of income from assets to be included in annual income, the actual income derived from the assets is included except when the cash value of all of the assets is in excess of \$5,000, then the amount included in annual income is the higher of 2% of the total assets or the actual income derived from the assets.

Annual Income Includes:

- Full amount (before payroll deductions) of wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services
- Net income from the operation of a business or profession
- Interest, dividends and other net income of any kind from real or personal property (See Assets Include/Assets Do Not Include below)
- Full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except for deferred periodic payments of supplemental security income and social security benefits, see Exclusions from Annual Income, below)
- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except for lump-sum additions to

family assets, see Exclusions from Annual Income, below Welfare assistance

- Periodic and determinable allowances, such as alimony and child support payments and regular contributions or gifts received from organizations or from persons not residing in the dwelling
- All regular pay, special pay and allowances of a member of the Armed Forces (except for special pay for exposure to hostile fire)
- For Section 8 programs only, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965, shall be considered income to that individual, except that financial assistance is not considered annual income for persons over the age of 23 with dependent children or if a student is living with his or her parents who are receiving section 8 assistance. For the purpose of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

Assets Include:

- Stocks, bonds, Treasury bills, certificates of deposit, money market accounts
- Individual retirement and Keogh accounts
- Retirement and pension funds
- Cash held in savings and checking accounts, safe deposit boxes, homes, etc.
- Cash value of whole life insurance policies available to the individual before death
- Equity in rental property and other capital investments
- Personal property held as an investment
- Lump sum receipts or one-time receipts
- Mortgage or deed of trust held by an applicant
- Assets disposed of for less than fair market value.

Assets Do Not Include:

- Necessary personal property (clothing, furniture, cars, wedding ring, vehicles specially equipped for persons with disabilities)
- Interests in Indian trust land
- Term life insurance policies
- Equity in the cooperative unit in which the family lives
- Assets that are part of an active business
- Assets that are not effectively owned by the applicant

or are held in an individual's name but:

- The assets and any income they earn accrue to the benefit of someone else who is not a member of the household, and
- that other person is responsible for income taxes incurred on income generated by the assets
- Assets that are not accessible to the applicant and provide no income to the applicant (Example: A battered spouse owns a house with her husband. Due to the domestic situation, she receives no income from the asset and cannot convert the asset to cash.)
- Assets disposed of for less than fair market value as a result of:
 - Foreclosure
 - Bankruptcy
 - Divorce or separation agreement if the applicant or resident receives important consideration not necessarily in dollars.

Exclusions from Annual Income:

- Income from the employment of children (including foster children) under the age of 18
- Payment received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone)
- 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
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member
- Income of a live-in aide
- Subject to the inclusion of income for the Section 8 program for students who are enrolled in an institution of higher education under Annual Income Includes, above, the full amount of student financial assistance either paid directly to the student or to the educational institution
- The special pay to a family member serving in the
- Armed Forces who is exposed to hostile fire
- Amounts received under training programs funded by HUD
- Amounts received by a person with a disability 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)

- 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
- Resident service stipend (not to exceed \$200 per month)
- Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs and training of a family member as resident management staff
- Temporary, non-recurring or sporadic income
- (including gifts)
- Reparation 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
- Earnings in excess of \$480 for each full time student
- 18 years old or older (excluding head of household, co-head or spouse)
- Adoption assistance payments in excess of \$480 per adopted child
- Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts
- Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit
- Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home

Federally Mandated Exclusions:

- Value of the allotment provided to an eligible household under the Food Stamp Act of 1977
- Payments to Volunteers under the Domestic Volunteer Services Act of 1973
- Payments received under the Alaska Native Claims Settlement Act
- Income derived from certain submarginal land of the US that is held in trust for certain Indian Tribes

- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program
- Payments received under programs funded in whole or in part under the Job Training Partnership Act
- Income derived from the disposition of funds to the
- Grand River Band of Ottawa Indians
- The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the US. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands
- Payments received from programs funded under
- Title V of the Older Americans Act of 1985
- Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re*
- *Agent*-product liability litigation
- Payments received under the Maine Indian Claims
- Settlement Act of 1980
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990
- Earned income tax credit (EITC) refund payments on or after January 1, 1991
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation
- Allowance, earnings and payments to AmeriCorps participants under the National and Community
- Service Act of 1990
- Any allowance paid under the provisions of
- 38U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act
- Allowances, earnings and payments to individuals participating under the Workforce Investment Act of
- 1998.

Deductions:

- \$480 for each dependent including full time students or persons with a disability
- \$400 for any elderly family or disabled family
- Unreimbursed medical expenses of any elderly family or disabled family that total more than 3% of Annual Income
- Unreimbursed reasonable attendant care and auxiliary apparatus expenses for disabled family member(s) to allow family member(s) to work that
- total more than 3% of Annual Income
- If an elderly family has both unreimbursed medical expenses and disability assistance expenses, the family's 3% of income expenditure is applied only one time.
- Any reasonable child care expenses for children under age 13 necessary to enable a member of the family to be employed or to further his or her education.

Reference Materials

Legislation:

- Quality Housing and Work Responsibility Act of 1998, Public Law 105-276, 112 Stat. 2518 which amended the United States Housing Act of 1937, 42 USC 2437, et seq.

Regulations:

- General HUD Program Requirements;24 CFR Part 5

Handbook:

- 4350.3, Occupancy Requirements of Subsidized Multifamily Housing Programs

Notices:

“Federally Mandated Exclusions” Notice 66 FR 4669, April 20, 2001

For More Information:

Find out more about HUD’s programs on HUD’s Internet homepage at <http://www.hud.gov>