

# ADMINISTRATIVE PLAN

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## ADMINISTRATIVE POLICIES AND PROCEDURES

of the

## PALM DESERT HOUSING AUTHORITY

for the Management and Operation of its

## AFFORDABLE HOUSING RENTAL UNITS

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# TABLE OF CONTENTS

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<b>ABOUT THE AUTHORITY .....</b>	<b>1</b>
<b>1.0 DEFINITIONS .....</b>	<b>3</b>
<b>2.0 ABOUT THE PLAN .....</b>	<b>11</b>
2.1 PURPOSE OF PLAN .....	11
2.2 APPLICABILITY OF THE PLAN .....	11
2.3 ADMINISTRATOR OF THE PLAN .....	11
2.4 FISCAL RESPONSIBILITIES.....	11
2.5 EQUAL OPPORTUNITY.....	11
2.6 LIMITED ENGLISH PROFICIENCY.....	11
2.7 PROPERTIES.....	11
<b>3.0 FAIR HOUSING – REASONABLE ACCOMODATIONS .....</b>	<b>14</b>
3.1 REASONABLE ACCOMODATIONS .....	14
3.2 REQUEST FOR ACCOMODATIONS .....	14
<b>4.0 RESIDENT SELECTION AND WAITING LIST PROCEDURES .....</b>	<b>17</b>
4.1 WAITING LIST APPLICATION .....	17
4.2 ESTABLISHMENT OF WAITING LISTS.....	17
4.3 ELIGIBILITY FOR WAITING LIST .....	17
4.4 PLACEMENT ON THE WAITING LIST .....	17
4.5 NOTIFICATION OF AVAILABLE UNIT .....	18
4.6 NOTIFICATION BY WAIT LIST ELIGIBLE HOUSEHOLD OF INCOME OR HOUSEHOLD CHANGES .....	18
4.7 WAITING LIST MAINTENANCE AND NOTIFICATION OF CONTINUED INTEREST .....	18
4.8 ALL UNITS ARE AFFORDABLE .....	19
4.9 PREFERENCES.....	19
4.10 SELECTION FROM THE WAIT LIST UPON UNIT AVAILABILITY .....	19
4.10.1 Property Income Composition and Income by Unit Allocation .....	20
4.10.2 Unit Under/Over Utilization .....	20
4.10.3 Offer and Acceptance of a Restricted Unit .....	20
4.10.4 Unit Availability and Transfers .....	20
4.10.4a Emergency Transfer.....	21
4.10.4b Disabled Person Accommodation .....	21
4.10.4c Required Transfer .....	21
4.10.4d Medical Transfer .....	21
4.10.4e Requested Transfers.....	21
4.11 Conflicts Prohibited .....	21
<b>5.0 APPLICATIONS AND HOUSEHOLD QUALIFICATION.....</b>	<b>23</b>
5.1 APPLICATION .....	23
5.1.1 Contact Information .....	23
5.1.2 Income.....	23
5.1.3 Assets.....	25
5.1.4 Affordable Requirements.....	25
5.1.5 Applicant Lease Requirements.....	25
5.1.6 Identification .....	25
5.1.7 Consent/Verification Forms .....	25
5.1.8 Application Fee.....	25
5.1.9 Other Information.....	25
5.2 APPLICANT LEASE REQUIREMENTS .....	25

5.2.1	Age Requirements.....	25
5.2.2	Income History/Verification.....	26
5.2.3	Self-Employment.....	26
5.2.4	Lease Income Requirement.....	26
5.2.5	Rental History.....	26
5.2.6	Criminal Background Check.....	26
5.3	<b>AFFORD QUALIFICATION REQUIREMENTS.....</b>	<b>26</b>
5.3.1	Household Income Criteria.....	26
5.3.2	No Ownership in Real Property or Mobilehomes.....	27
5.3.3	Certification and Recertification of Eligibility.....	27
5.3.4	Proof of Income.....	27
5.3.5	Changes in Income.....	27
5.3.6	Primary Residence Requirement.....	27
5.3.7	Other Housing Assistance.....	27
5.4	<b>CREDIT CHECKS, BACKGROUND CHECKS, AND DOCUMENTATION VERIFICATIONS.....</b>	<b>27</b>
5.4.1	Applicant Certifications and Verifications.....	27
5.4.2	Credit Reports/Background Checks.....	29
5.5	<b>ADDITIONAL DOCUMENT SUBMITTAL.....</b>	<b>30</b>
5.6	<b>APPLICATION ACCURACY.....</b>	<b>310</b>
5.7	<b>APPLICATION APPROVAL/DENIAL.....</b>	<b>310</b>
6.0	<b>LEASING POLICIES AND PROCEDURES.....</b>	<b>32</b>
6.1	RESIDENTIAL LEASE AND ADDENDA.....	32
6.2	RESIDENTIAL LEASE POLICIES AND NOTICES.....	34
6.3	LEASE DEPOSITS.....	34
6.4	LEASE PAYMENTS AND LATE CHARGES.....	34
6.5	LEASE ADDENDA IN WRITING.....	35
6.6	LEASE MODIFICATIONS.....	35
6.7	PRE-OCCUPANCY INSPECTION.....	35
6.8	RENTAL RATES.....	35
6.8.1	Setting Rental Rates.....	35
6.8.2	Rental Rents Based on Standard Occupancy.....	35
6.8.3	Household Rent.....	36
6.9	MAINTENANCE AND ENTRY TO RESTRICTED UNITS.....	36
6.10	LEASE RENEWALS.....	36
6.11	NO SUBLETTING.....	36
6.12	LIVE-IN AIDES.....	36
6.13	ANIMALS.....	37
6.14	RESIDENTIAL LEASE ENFORCEMENT.....	37
7.0	<b>RECERTIFICATION REQUIREMENTS.....</b>	<b>38</b>
7.1	REQUIRED ANNUAL RECERTIFICATION.....	38
7.1.1	Recertification Appointments.....	38
7.1.2	Recertification Documentation.....	38
7.1.3	Annual Recertification Confirmation as a Qualified Household.....	39
7.2	CIRCUMSTANTIAL OR INTERIM RECERTIFICATION.....	39
7.2.1	Changes in Household Size.....	39
7.2.2	Change of Household Income.....	39
7.2.3	Temporary Recertification.....	40
7.3	ANNUAL INSPECTIONS.....	40
8.0	<b>TERMINATION OF TENANCIES AND MOVE-OUT PROCEDURES.....</b>	<b>41</b>
8.1	TERMINATION OF TENANCIES OTHER THAN BY EVICTION.....	41
8.1.1	End of Lease Term.....	41
8.1.2	During a Lease Term.....	41

8.1.3	Notices to Vacate for Termination of Tenancies Other than by Eviction.....	41
8.1.3a	Resident Notices to Vacate .....	41
8.1.3b	Management Notices to Vacate.....	41
8.1.4	Move-out Procedures .....	41
8.1.4a	Initial Pre-Inspection Request.....	41
8.1.4b	Scheduling the Move-out Inspection.....	42
8.1.4c	Opting Out of a Move-Out Inspection .....	42
8.1.4d	Inspection Exceptions.....	42
8.1.4e	Inspection Findings.....	42
8.1.4f	Final Inspection .....	42
8.1.4g	Resident Presence.....	42
8.1.5	Maintenance and Repairs Necessary Due to Impending Move-out.....	43
8.2	<b>TERMINATION OF TENANCY THROUGH TO EVICTION .....</b>	<b>43</b>
8.2.1	Reasons for Eviction.....	43
8.2.1a	Violations of the Lease .....	43
8.2.1b	Non-Payment of Rent.....	43
8.2.1c	Misrepresentation of Eligibility Under the Plan .....	43
8.2.2	Eviction Process.....	43
8.2.2a	Eviction Notice.....	43
8.2.2b	Verification of Occupancy.....	43
8.2.2c	Unlawful Detainer .....	44
8.3	<b>REFUND OF SECURITY DEPOSIT .....</b>	<b>44</b>
8.3.1	Notification of Itemized Security Deposit Disposition.....	44
8.3.2	Resident's Entitlement to Security Deposit.....	44
9.0	<b>GRIEVANCE PROCESS .....</b>	<b>45</b>
9.1	GRIEVANCE APPLICABILITY.....	45
9.2	GRIEVANCES PROCEDURES .....	45
9.2.1	Informal Grievance .....	45
9.2.2	Procedures for Appeal and Grievance.....	45
9.2.3	Grievance Process .....	45
<b>EXHIBITS</b>		
<b>EXHIBIT A</b>	.....	<b>48</b>
<b>EXHIBIT B</b>	.....	<b>49</b>
<b>EXHIBIT C</b>	.....	<b>51</b>
<b>EXHIBIT D</b>	.....	<b>52</b>
<b>EXHIBIT E</b>	.....	<b>55</b>
<b>EXHIBIT F</b>	.....	<b>57</b>
<b>EXHIBIT G</b>	.....	<b>62</b>

## ABOUT THE AUTHORITY

*“The mission of the Palm Desert Housing Authority is to serve the citizens of Palm Desert by providing decent, safe, sanitary, and affordable housing to qualifying households whose incomes are very low to moderate including public-private partnerships.”*

The Palm Desert Housing Authority (Authority) was created in December of 1997 by the Palm Desert City Council to manage certain affordable rental properties located in the City. These properties were acquired by the former Palm Desert Redevelopment Agency (former RDA) from the Riverside County Housing Authority (RCHA). Before the acquisition, the RCHA owned and operated the 725 affordable units in Palm Desert. In 2012, as part of statewide legislation that dissolved redevelopment agencies, the City of Palm Desert (City) designated the Authority as the successor housing entity. Today the Authority, now owns more than 1,000 affordable rental units with income levels ranging from very low (20 percent of the Riverside County Area Median Income) to moderate (up to 120 percent of the Riverside County Area Median Income). The members of the City Council serve as the Authority’s Board (the Board or Authority Board), And the Authority Board established a Housing Commission made up of community members to provide review and advise on matters to come before the Authority Board.

The Authority collaborates closely with the City to uphold the goals and policies outlined in the City’s Housing Element:

Goal 1: Provide a range of housing types that meet the needs of all income groups within the City.

Goal 2: Preserve and maintain the City’s high quality affordable housing stock.

The success of the Authority’s affordable housing programs can be attributed to the strong foundation of policies, procedures and regulations in place. These programs ensure that all residents are treated fairly under fair housing laws, and equitably based on income and family size. The Authority’s rental properties, along with other housing initiatives, are managed by a contracted professional property management company, working in coordination with staff, and adhering to the guidelines in this Administrative Plan.

The policies, guidelines and standards outlined in this Administrative Plan shall apply to rental properties owned, operated or controlled by the Authority. They are designed to promote the maintain and preservation of affordable housing in Palm Desert, enhance the condition of these properties, and ensure compatibility with the community, as expected by both the City Council and the Authority Board.

NOTICE: *This Plan is intended to establish policies where the Authority has discretion under the applicable law. This Plan does not purport to change any of the requirements of Federal or State Law. In the event any discrepancy between this Plan and applicable law, the law will prevail.*

## **Section 1. DEFINITIONS**

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Unless the context explicitly requires otherwise, the following terms are defined as follows. References to statutory or regulatory provisions include any subsequent amendments unless stated otherwise. Capitalized terms used herein shall have the following meanings unless the context in which they are used clearly requires otherwise. Code Sections or statutes that are referenced herein may be amended from time to time and shall be subject to the then current law unless stated otherwise.

Section 1.1 Adjusted for Family Size – shall mean a standardized household size for renting units appropriate for family size as defined in Health and Safety Code Section 50052.5, as amended.

Section 1.2 Affordable Housing Cost – shall mean the cost of housing as defined by Title 25 CCR Section 6920, calculated under California Health and Safety Code Section 50052.5, as amended.

Section 1.3 Area Median Income (AMI) – shall mean the Area Median Income for Riverside County, determined annually by the Department of Housing and Community Development for the State of California (“HCD”), under California Health and Safety Code Section 50093, as amended. Adjustment for family size shall align with California Health and Safety Code Section 50052.5, as amended. If HCD ceases publishing AMI, a comparable index approved by the Authority or funding source will be used.

Section 1.4 Applicant – shall mean a person or household applying for tenancy at an Authority Property. Related terms: Interested Household, Wait List Eligible Household, and Qualified Household.

Section 1.5 Assets – see Household Assets.

Section 1.6 Authority – shall mean the Palm Desert Housing Authority.

Section 1.7 Authority Board – shall mean the governing body for the Authority.

Section 1.8 Caretaker – see Live-in Aide.

Section 1.9 CCR – shall mean the California Code of Regulations.

Section 1.10 CFR – shall mean the Code of Federal Regulations.

Section 1.11 Child – see Minor.

Section 1.12 Child Care Expenses – shall mean a reasonable costs paid by a Household for the care of Minors under age 13 when necessary to enable a family member to work.

Section 1.13 City – shall mean the City of Palm Desert.

Section 1.14 City Manager – shall mean the City Manager for the City of Palm Desert or his or her designee.

Section 1.15 County – shall mean the County of Riverside, California.

Section 1.16 Disability – shall mean a physical or mental impairment that substantially limits major life activities defined by under the Americans with Disabilities Act.

Section 1.17 Disability Program Participant – shall mean a Household member who has been determined by the Commissioner of Social Security to be unable to engage in any substantial gainful activity due to a medically determinable physical or mental impairment that has lasted or can be expected to last for a continuous period of at least 12 months, or as more particularly defined in Section 223 of the Social Security Act.

Section 1.18 Elderly Household – shall mean a Household that consists of one or two persons, one of which is a Senior, or otherwise is qualified in accordance with California Civil Code Section 51.11.

Section 1.19 Emergency Condition – shall mean any condition in the Restricted Unit or applicable Property that poses an immediate, verifiable threat to the life, health or safety of the Resident that cannot be repaired or abated within 24 hours.

Section 1.20 Exceptional medical or other expenses – shall mean medical expenses, and/or unusual expenses, as defined in this Section, which exceed 25 percent of the gross annual income.

Section 1.21 Executive Director – shall mean the Executive Director of the Palm Desert Housing Authority.

Section 1.22 Family – shall also mean ‘Household’ within the Plan unless otherwise stated. See also Household.

Section 1.23 Grievance – A Resident’s or Applicant’s right to seek review of a decision by an impartial panel concerning the Management Company’s action or failure to act in accordance with the individual Resident’s lease or the Authority’s policy and procedures herein described that adversely affect the individual’s rights, duties, welfare, or status.

Section 1.24 HCD – shall mean the Department of Housing and Community Development for the State of California.

Section 1.25 HOME funds – shall mean financial allocations under a block grant funding program made available through HUD aimed at fostering public-private partnerships and increasing the supply of decent, safe, sanitary and affordable housing with a focus on very low-income and low-income families in accordance with the HOME Investment Partnerships Program regulations (24 CFR Part 92, as amended).

Section 1.26 Household – shall mean one or more persons intending to occupy or occupying the same Restricted Unit, as more particularly described in the Occupancy Standards Policy. Household shall also mean ‘Family’ within this Plan unless stated otherwise.

Section 1.27 Household Assets – shall mean those Assets defined under Title 25 CCR Section 6914 includable as monthly income as prescribed therein.

Section 1.28 HUD – shall mean the U.S. Department of Housing and Urban Development.

Section 1.29 Income – shall mean income that a person or Household has received or is expected to receive as more particularly categorized and described below:

Section 1.29.1 Annual Income – shall mean the anticipated total annual income of a Household from all sources for the 12-month period following the date of determination of income, computed in accordance with Title 25.

Section 1.29.2 Household Income – shall mean the total of all income received by a Household which is included under Title 25 CCR Section 6914 less deductions and exemptions specified therein.

Section 1.29.3 Gross Income – shall have the meaning ascribed to such term in Title 25 CCR Section 6914, as such regulations may be amended from time to time.

Section 1.29.4 Maximum Household Income – shall mean the Household income calculated based on family size that may be equal to but does not exceed 120 percent of the Riverside County AMI. Household incomes exceeding 120 percent of the Riverside County AMI will not be eligible for the Authority’s program.

Section 1.29.5 Net Income – for the purpose of determining Affordable Housing Cost or affordable rent, "net income" shall be computed as provided by Title 25 CCR Section 6916, as such regulations may be amended from time to time, as follows: the annual gross income less \$300 for each minor and medical expenses which exceed 3 percent of the annual gross income and unusual expenses, all divided by 12.

For the purposes of this Plan, “Income” shall not include the income of Live-In Aides.

For the purposes of this Plan, “Income” shall include any employment, benefits, family support and additional bank deposits provided to any member of the Household, except for items listed under subdivision (b) of Title 25 CCR Section 6914, as such regulations may be amended from time to time.

For the purposes of this Plan, “Income” shall include net income from the operation of a business or profession (including self-employment).

For the purposes of this Plan, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business owned by any Household member.

See also, Income by Unit Allocation, Income Category, Income Level, Low Income Household, Very Low Income Household, Moderate Income Household, and Qualified Household.

Section 1.30 Income by Unit Allocation – shall mean the allocation provided by the Authority to the Management Company for the purposes of blending the Qualified Household and resident incomes among the properties.

Section 1.31 Income Category – shall mean the average income percentages within each income level. In the case of Extremely Low and Very Low Income shall include Household incomes from 20 percent up to 50 percent in the following categories: 20-24, 25-29, 30-34, 35-39, 40-44, 45 up to 50 percent; in the case of Low Income shall include Household incomes from 51 percent up to 80 percent in the following categories: 51-55, 56-60, 61-65, 66-70, 71-75, 76-80 percent; and in the case of Moderate Income shall include Household incomes from 81 percent up to 120 percent as one category.

Section 1.32 Income Level – shall mean a Household determined by income to be either very low, low or moderate income pursuant to the definitions prescribed herein.

Section 1.33 Interested Households – shall mean a person or Household that desires to apply for tenancy at a Property that contains Restricted Units. See also: Applicant.

Section 1.34 Jurisdiction – shall mean the legal jurisdiction of the Authority, which is the city limits of the City of Palm Desert.

Section 1.35 Live-in Aide – shall be defined as provided in Title 24 CFR Section 5.403, and shall mean a person residing with a Seniors or an individuals with disabilities, who provides essential care services as verified by the Authority, is not obligated for the support of the Resident(s), and would not be reside in the Restricted Unit except for providing supportive services. Live-in Aides must (1) certify annually that he or she qualifies as a Live-in Aide under Title 24 CFR Section 5.403 via affidavit; (2) consent to a back-ground check by the Management Company; and (3) acknowledgement that he or she only has right to the Restricted Unit as long as the applicable Resident(s) need supportive services and remains a Resident of the Restricted Unit.

Section 1.36 Low Income Household – shall mean persons and families meeting the income qualification limits set forth in California Health and Safety Code Section 50079.5 and Title 25 of the California Code of Regulations Section 6910, et seq., as the case or context may require, as such statutes and regulations may be amended from time to time.

Section 1.37 Management Company – shall mean the contracted property management company for the Authority.

Section 1.38 Medical Expenses – shall mean those medical expenses not included as extraordinary or unusual expenses, which are to be anticipated during the 12-month period for which the gross income is computed, and which are not covered by insurance (however, premiums for such insurance may be included as medical expenses).

Section 1.39 Minor – shall mean a member of the Household, excluding the head of household or spouse, who is under 18 years of age.

Section 1.40 Moderate Income Household – shall mean persons and families meeting the income qualification limits set forth in California Health and Safety Code Section 50093 and Title 25 of the California Code of Regulations Section 6910, et seq., as the case or context may require, as such statutes and regulations may be amended from time to time.

Section 1.41 Notice of Denial – shall mean the notice provided to the Household when it is ineligible, not qualified or is no longer qualified.

Section 1.42 Occupancy Standards Policy – shall mean the occupancy standards for residential units owned, operated and restricted by the Palm Desert Housing Authority set forth in Resolution No. HA-84 adopted December 14, 2017, as may be amended from time to time.

Section 1.43 Plan – shall mean this Administrative Plan (also referred to as the Plan).

Section 1.44 Property – shall mean a multi-family or senior residential apartment community, or part thereof, that is owned, operated or controlled by the Authority, including properties listed in Exhibit A, as amended.

Section 1.45 Property Manager – shall mean the individual assigned by the Management Company to oversee daily operations at a specific affordable residential property.

Section 1.46 Public Housing Agency – shall mean any State, County, municipal or other government entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development or operation of housing for Very Low, Low, or Moderate Income Households.

Section 1.47 Qualified Household – shall mean a person or Household whose total household income does not exceed the limits established by the Plan and who have provided documentation as required herein to demonstrate he, she or it is qualified to occupy a Restricted Unit.

Section 1.48 RCHA – shall mean Riverside County Housing Authority.

Section 1.49 Reasonable Accommodation – shall mean a change to a rule, policy, or practice that allows a person with a disability to use and enjoy their housing. This includes access to dwelling units, public areas, laundry rooms and parking.

Section 1.50 Rent – shall mean the amount charged for occupying a Restricted Unit, as outlined in the Rental Rate Policy, or any amendments thereto. The categories are as follows:

Section 1.50.1 Affordable Rent – shall mean rent calculated in accordance with Health and Safety Code Section 50053 for Very Low, Low or Moderate-Income

Households, including a reasonable utility allowance.

Section 1.50.2 Maximum Rent – shall mean the maximum rental rate set for a particular type of unit at a specific Property, without regard to utility allowance, based on a bi-annual market survey. Such rate shall be adjusted in the non-surveyed year by the AMI percentage change as more particularly described in the Rental Rate Policy or any amendments thereto.

Section 1.50.3 Resident Rent – shall mean the total monthly resident payment to the Authority as determined by certification, recertification, or outside assistance. Resident Rent may or may not be the total paid as Unit Rent for a particular unit.

Section 1.50.4 Unit Rent – shall mean the total rent charged for a particular Authority owned, operated or controlled unit, including those amounts accepted from a third party for the purposes of rental assistance or housing expense.

Section 1.51 Rent Burdened – shall mean a Household that pays more than 30 percent of its Household Income for rent and utilities.

Section 1.52 Rental Rate Policy – shall mean the rental rates for residential units owned, operated and restricted by the Palm Desert Housing Authority set forth in Resolution No. HA-84 adopted December 14, 2017, as may be amended from time to time.

Section 1.53 Resident – shall mean a person or Household that has signed a residential lease to occupy or is currently occupying a Restricted Unit.

Section 1.54 Restricted Units – shall mean Restricted housing unit occupied by a Qualified Households that is owned by the Authority.

Section 1.55 Senior – shall mean a person who is at least 55 years of age or older.

Section 1.56 Successor Agency – shall mean the Successor Agency to the Palm Desert Redevelopment Agency

Section 1.57 Title 25 – shall mean Title 25 of the California Code of Regulations Section 6910, et seq., as it pertains to income and household size for Households whose income is very low, low or moderate, as may be amended from time to time.

Section 1.58 Unusual expenses – shall be as defined in 25 CCR Section 6912, and shall mean amounts paid by the Household for the care of minors under 13 years of age or for the care of disabled or handicapped household members, but only where such care is necessary to enable a Household member to be gainfully employed, and the amount allowable as unusual expenses shall not exceed the amount of income from such employment.

Section 1.59 Utilities – shall include electricity, gas, other heating (including hot water heating), refrigeration and cooking fuels not paid by the Authority. Utilities may include

water, trash and sewer if not paid by the Authority. Telephone, Cable, Digital Services and Internet Connection costs are not included as utilities.

Section 1.60 Utility Allowance – shall mean the amount, updated annually, equal to the estimate established by the RCHA of the monthly cost of a reasonable consumption of such utilities and other services described in Title 25 CCR Section 6918(c) for the Restricted Unit by an energy-conservative Household consistent with the requirements of a safe, sanitary, and healthful living environment applicable for each unit type and equipment.

Section 1.61 Veteran – shall mean a person who has served in U.S. Armed Forces at any time, and was discharged or released under conditions other than dishonorable, as verified by the Veterans Administration.

Section 1.62 Veterans Preference – shall mean the preference that allows a Wait List Eligible Household that includes a Veteran to be placed on the applicable priority waiting list.

Section 1.63 Very Low Income Household – shall mean persons and families meeting the income qualification limits set forth in California Health and Safety Code Section 50105 and Title 25 of the California Code of Regulations Section 6910, et seq., as the case or context may require, as such statutes and regulations may be amended from time to time; provided, however, that such income is at least 20 percent of AMI.

Section 1.64 Wait List Eligible Households – shall mean persons and families who have provided the documentation and/or information required demonstrating that they meet the minimum eligibility requirements to be placed on a waiting list. (See Section 3.3)

## **Section 2. ABOUT THE PLAN**

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Section 2.1 PURPOSE OF THE PLAN. The Administrative Plan (the Plan) establishes guidelines, policies and procedures governing properties owned, operated, or controlled by the Authority. The plan serves as the management framework to ensure the rental, improvement, preservation, maintenance and affordability of Authority Restricted Units.

Section 2.2 APPLICABILITY OF THE PLAN. The Plan applies to Interested Households, Wait List Eligible Households, Qualified Households, Applicants and Residents applying for or residing in properties listed in Exhibit A and any other properties under the jurisdiction of or management of the Authority. Unless specified otherwise by Federal or State funding guidelines, the procedures outlined in the Plan also apply to Residents of Restricted Unit who receive Federal or State receiving direct or indirect Federal or State funding. In cases of inconsistency between the Plan and Federal or State laws, such the applicable laws shall prevail.

Section 2.3 ADMINISTRATOR OF THE PLAN. The Authority is the administrator of the Plan, regardless of the funding source or ownership of the Restricted Units. The Executive Director shall have the authority for implementing and administering the Plan's policies. Where the Authority has discretion,, the Executive Director or his or her designee has the authority to approve waivers of existing policies.

Section 2.4 FISCAL RESPONSIBILITIES. Before the start of each fiscal year or as soon as possible following acquisition of property acquisition, the Authority Board will adopt a budget for the property. The budget will include a projected revenues and all expenditures, including management fees prior to any spending. Procurement procedures will adhere to the City's policies and applicable law.

Section 2.5 EQUAL OPPORTUNITY. The Authority and its agents shall comply with all applicable federal, state, and local anti-discrimination laws, including but not limited to: Title VI of the Civil Rights Act of 1964; Title VIII and Section 3 of the Civil Rights Act of 1968 (amended by the Community Development Act of 1974); Executive Order 11063 as amended in 1992; the Fair Housing Act of 1968, as amended; the Age Discrimination Act of 1975; the Americans with Disabilities Act (ADA) of 1990; the U.S. Department of Housing and Urban Development fair housing regulations .

It is the Authority's policy to comply with any legislation enacted to protect the rights of Residents, Applicants or staff.

It is the Authority's policy to post required notices prominently throughout the properties as mandated.

Section 2.6 LIMITED ENGLISH PROFICIENCY. It is the Authority's policy to ensure meaningful access to programs, services and documents to limited English proficient (LEP) individuals. The Authority may translate certain documents related to the Plan as well as those required by law to assist persons with LEP. Notwithstanding this provision, the English version of all documents signed by the Resident will govern. Reasonable, necessary steps will be

provided in order to make certain that no eligible person has their assistance denied, decreased or terminated simply because they face challenges communicating in English.

Section 2.6.1 ESTABLISHING LANGUAGE ASSISTANCE NEEDS. To determine the appropriate level of language assistance required at each property, this includes providing interpreters and, where necessary, translated documents to applicants and residents ("beneficiaries") at no cost, as required by state law this may include interpretations as necessary, a **four-factor analysis** shall be conducted as follows:

2.6.1.1 Number or Proportion of LEP Persons: The number of LEP individuals eligible to be served or likely to be encountered at the property.

2.6.1.2 Frequency of Contact: How often LEP individuals interact with the property's staff or services.

2.6.1.3 Nature and Importance: The significance of the programs, activities, or services provided at the property.

2.6.1.4 Resources and Costs: The availability of resources and associated costs for providing language services.

#### Section 2.6.2 LANGUAGE ACCESS PLAN

2.6.2.1 Languages Identified. The Language Access Plan (LAP) specifies the language(s) spoken by the proportionate majority of LEP beneficiaries at each property.

2.6.2.2 Interpretation Services. All LEP individuals are entitled to interpretation services, regardless of the language they speak. Staff must provide interpretation services as needed.

2.6.2.3 Document Translation. Translation of vital documents will be considered on a case-by-case basis. (a) Whether the document is vital to ensuring program access or continued assistance for the LEP beneficiary. (b) The cost implications and resources available to the property

Section 2.6.3 Authorization Process for Document Translations. Document translations must not be initiated without prior approval from the Management Company Regional Director.

Section 2.6 PROPERTIES. The Plan applies to all Properties currently owned and operated by the Authority, as listed in Exhibit A as well as any properties or development that may be acquired, managed, or controlled by the Authority. Some Authority properties are exclusively designated for Seniors and Elderly Households, while others are available to all Qualified Households.

**Section 3. FAIR HOUSING – REASONABLE ACCOMODATION**

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**3.1. REASONABLE ACCOMMODATION.** Reasonable accommodation can include:(1) Making changes to the interior of units to meet accessibility requirements, such as placing light switches at accessible heights and (2) Changing a bathtub to a “walk in” shower.

3.1.1 Management Company cannot require people with disabilities to pay extra fees or deposits, or impose other special conditions, as a condition of receiving a reasonable accommodation. Failure to provide a reasonable accommodation may be considered discrimination.

3.1.2 The Americans with Disabilities Act (ADA) and the Fair Housing Act (FHA) are laws that seek to ensure equal access to housing opportunities for individuals with disabilities and other protected classes.

**3.2. REQUEST FOR ACCOMMODATION.** A resident or an applicant for housing makes a reasonable accommodation request whenever they make clear to the Property Manager that they are requesting an exception, change or adjustment to a rule, policy, practice or service because of their disability. The resident or applicant should explain what type of accommodation they are requesting.

3.2.1 An applicant or Resident is not entitled to receive a reasonable accommodation unless they request one. However, the FHA does not require that a request be made in a particular manner or at a particular time. A person with a disability need not personally make the reasonable accommodation request; the request can be made by a family member or someone else who is acting on their behalf. An individual making a reasonable accommodation request does not need to mention the Act or use the words “reasonable accommodation.” However, the requester must make the request in a manner that a reasonable person would understand to be a request for an exception, change, or adjustment to a rule, policy, practice, or service because of a disability.

3.2.2 Although a reasonable accommodation request can be made orally or in writing, it is usually helpful for both the resident and the Property Manager if the request is made in writing. This will help prevent misunderstandings regarding what is being requested, or whether the request was made.

3.2.3 A doctor’s note (written within 3 months of the request) is also required to verify the needs of the reasonable accommodation.

3.2.4 Whether a particular accommodation is reasonable depends on a variety of factors and must be decided on a case-by-case basis.

3.2.5 The determination of whether a requested accommodation is reasonable depends on the answers to two questions. First, does the request impose an undue financial and administrative burden on the Authority? Second, would making the accommodation require a fundamental alteration in the nature of the Authority’s

operations? If the answer to either question is yes, the requested accommodation is not reasonable. However, even where a Management Company is not obligated to provide a particular accommodation because the particular accommodation is not reasonable, the Management Company is still obligated to provide other requested accommodations or alternative accommodations to the one initially requested that do qualify as reasonable.



## **Section 4. RESIDENT SELECTION AND WAITING LIST PROCEDURES**

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The Authority has determined that the demand for affordable rental housing exceeds available supply. To help identify Households that have interest in Restricted Units, waiting lists will be established for each property as outlined below. Households that meet the eligibility requirements will be placed on the waiting list based on their income category, household size, and any allowable preferences.

Section 4.1 WAITING LIST INTEREST REGISTRATION FORM. All **Interested Households** must complete a "Waitlist Application". The Waitlist Application is used by the Authority to assess eligibility for placement on the waiting list based on the information provided. Waitlist Application can be submitted by phone, by mail or email, RentCafe or delivered in person to the individual property management office.

Section 4.2 ESTABLISHMENT OF WAITING LISTS. Waiting lists will be maintained for each property, with the exception of Palm Village, Santa Rosa, and Carlos Ortega Villa, for each Income Category at or below 120 percent of the Riverside County AMI. For Palm Village, Santa Rosa, and Carlos Ortega Villas waiting lists will be maintained for Income Category at or below 80 percent of the Riverside County AMI. Waiting lists for transfers will also be separately maintained for each property in accordance with this Section 3.

Section 4.3 ELIGIBILITY FOR WAITING LIST. To become a **Wait List Eligible Household**, and be placed on the waiting list, an Interested Household must meet the income eligibility requirements based on the Riverside County AMI. The Interested Household will be required to meet additional permissible criteria established by the Authority under Title 25 which include but are not limited to:

Section 4.3.1 Must provide Income and Assets information for all Household members aged 18 or older (excluding for Live-In Aides), ensuring the total does not exceed the current published Maximum Household Income for the Household size.

Section 4.3.2 Must provide names and ages of all Household members.

Section 4.3.3 Must disclose any allowable preferences and accommodation needs at the time of interest.

Section 4.3.4 Current address and contact information.

Section 4.4 PLACEMENT ON THE WAITING LIST. All Wait List Eligible Households will be placed on the appropriate affordable waiting list according to allowable preferences, qualifying income, household size, and the date/time order the Wait list Application was received. Wait List Eligible Households must update the information provided to the Management Company as necessary to maintain eligibility during the wait list period and continue on the waiting list.

Section 4.5 NOTIFICATION OF AVAILABLE UNIT. Once the Management Company identifies a Restricted Unit that will become available, Wait List Eligible Households will be notified by phone or email. In the event that the Management Company cannot reach the Wait

List Eligible Household by phone or email, the Management Company will provide notification by U.S. mail. The Wait List Eligible Household will have five (5) business days to respond to this notification. Failure of the Wait List Eligible Household to respond within the time frame above will result in removal from the waiting list. It is the Wait List Eligible Household's responsibility to keep the waiting list information up to date at all times. In the event contact is not possible due to insufficient or out of date information, the Wait List Eligible Household will no longer be deemed 'eligible' and will be removed from the waiting list without further notice.

Section 4.6 NOTIFICATION BY WAIT LIST ELIGIBLE HOUSEHOLD OF INCOME OR HOUSEHOLD CHANGES. Wait List Eligible Household must report any changes to their income or composition to the Property Manager of the individual property to ensure its placement on the waiting list under the correct income category and/or Household size. At the time the updated information is provided, if the revised household income changes the income category for the Wait List Eligible Household but remains under 120 percent of the AMI, the Household will remain 'eligible' and will be reassigned to the appropriate new income category while retaining their original placement date on the waiting list. The Wait List Eligible Household will be notified of the change.

Section 4.7 WAITING LIST MAINTENANCE AND NOTIFICATION OF CONTINUED INTEREST. Wait List Eligible Household on the waiting list must confirm their continued interest every year and maintain all information current. The Wait List Eligible Household must notify the individual property management office at least five (5) days but not more than 60 days before the one-year anniversary of placement on the waiting list. Failure to notify the property management office within this time frame will result in removal from the waiting list. The waiting list will be purged annually of Households that no longer meet the applicable requirements. The Wait List Eligible Households will also be removed from the waiting list for the following reasons:

Section 4.7.1 The Household has been on the waiting list for more than twelve (12) months without confirming its continued interest ;

Section 4.7.2 The Household fails to respond to a written request for information;

Section 4.7.3 The Household information becomes outdated, making it impossible for the Management Company to contact the Household;

Section 4.7.4 The Household misses a scheduled appointment without notifying the property management office to reschedule;

Section 4.7.5 The Household requests in writing to be removed from the waiting list;

Section 4.7.6 The Household's income or size has exceeded the limits of the program;

Section 4.7.7 The Household fails to disclose any allowable preferences and accommodation needs at the time of interest.

Section 4.7.8 The Household has been removed from a Property waiting list during an annual purge of the waiting list.

Section 4.7.9 The Applicant has been deemed ineligible previously by the Authority.

Section 4.7.10 The Household fail to provide any information or documentation that deems a Wait List Eligible Household to be ineligible (includes the lack of documentation proving eligibility).

Section 4.8 ALL UNITS ARE AFFORDABLE. Restricted Units will not be rented to families with income above the moderate income limit as defined in this Plan. If Restricted Units are no longer required to be affordable, then those units will be made available on a first come, first served basis regardless of income and family size, at the maximum rent set forth in the Rental Rate Policy. Policies outlined in this Plan apply to all Residents regardless of income or family size.

Section 4.9 PREFERENCES. Each Wait List Eligible Household will be placed on the appropriate affordable waiting list based on their income category, household size, the Veterans Preference, court order, and any other preference required under state or federal law. These preferences must be disclosed at the time as the Interested Household has completed the Waiting List Application or when they become eligible for such preference, whichever occurs first. An existing Resident that qualifies for an Emergency Transfer, Disabled Person Accommodation, Required Transfer, or Medical Transfer pursuant to Section 3.10.4 will be prioritized over a Waiting List Eligible Household.

Section 4.10 SELECTION FROM THE WAIT LIST UPON UNIT AVAILABILITY. Notwithstanding Section 3.10.4 herein, when a vacancy occurs, a Restricted Unit becomes available after restoration, or a Resident submits a 30 day notice, a Wait List Eligible Household will be selected to apply as an **Applicant** for tenancy in the following manner: first from the appropriate income waiting list that satisfies the property's Income by Unit Allocation, then by household size appropriate for the Restricted Unit in accordance with the Occupancy Standards Policy.

The household income of an Applicant at the time a Restricted Unit becomes available will be used to determine the appropriate income category for the Applicant. If at the time a Restricted Unit becomes available, the Applicant's income is different than the waiting list income category they are selected from, they will be returned to a 'Wait List Eligible Household' status and placed on the appropriate income category waiting list in accordance with the waiting list procedures. The Household will be placed at the 'bottom' of the new income category list and notified of the change.

If there are no Wait List Eligible Households in the appropriate income category for the available Restricted Unit, the next Wait List Eligible Household will be selected from the next lower income category or an income category of need for housing.

Upon being selected to apply for tenancy the Applicant will then be required to complete the application process to determine whether they are a **Qualified Household** under the Plan as more particularly described in Section 4 and 5.

Section 4.10.1 Property Income Composition and Income by Unit Allocation. The Authority may periodically adjust the Resident Income composition of the property to ensure that no single income level is overly concentrated in a given Property. Selection of Residents will be made in a way that promotes a diverse, economically balanced community and ensures decent, safe and sanitary housing. This process is managed through an allocation system called Income by Unit Allocation.

Section 4.10.2 Unit Under/Over Utilization. To prevent overcrowding and underutilization of Restricted Units, Households will be selected according to the Occupancy Standards Policy.

Section 4.10.3 Offer and Acceptance of a Restricted Unit. Once an Applicant is deemed a Qualified Household, the Household will be offered an available Restricted Unit appropriate for the household composition. The Qualified Household has an option to accept or decline once, without affecting their position on the waiting list. A Qualified Household that declines more than one offer, they will be removed from the waiting list, unless the refusal is based on disability or other legally protected reasons.

The Authority will consider individual Household's needs and Fair Housing guidelines when identifying suitable Restricted Units.

Upon acceptance, the Qualified Household will be notified, by telephone and email or in writing of the anticipated availability. After accepting the Restricted Unit, the Qualified Household will be removed from the waitlist for all other Authority Communities.

Section 4.10.4 Unit Availability and Transfers. The type of Restricted Unit that becomes available will determine whether the next Wait List Eligible Household is selected or if special accommodation are made, including transfers for existing Resident. When a Restricted Unit becomes available, existing Resident that qualifies for an Emergency Transfer, Disabled Person Accommodation, Required Transfer, or Medical Transfer will have priority over a Waiting List Eligible Household. Emergency Transfers will have first priority when an appropriate Restricted Unit becomes available. If no existing Resident requests and qualifies for an Emergency Transfer when an appropriate Restricted Unit becomes available, Disabled Person Accommodations, Required Transfers and Medical Transfers will have priority in that respective order. Requested Transfers will be added to the bottom of the appropriate waiting list for the requested property unless the request is being considered both by management and the Resident for purposes of mutual benefit to the parties.

4.10.4.a Emergency Transfer: A transfer of an existing Resident that is necessary due to an urgent, emergency situation.

4.10.4.b Disabled Person Accommodation: A reasonable accommodation in accordance with the Americans with Disabilities Act, Section 503 of the Rehabilitation Act of 1973, the Fair Housing Act or applicable state disability laws.

4.10.4.c Required Transfer: A mandatory transfer when a Resident's Restricted Unit no longer meets the Authority's occupancy standards, is undergoing rehabilitation, or is being demolished

4.10.4.d Medical Transfer: A transfer due to a verifiable medical reason.

4.10.4.e Requested Transfers: A transfer requested by an existing Resident to alleviate hardship such as reducing the distance to their workplace or any other requested transfer at the Authority's discretion. All costs associated with a requested Transfer are the responsibility of the Resident.

Emergency Transfers will have first priority when an appropriate Restricted Unit becomes available. If no existing Resident requests and qualifies for an Emergency Transfer when an appropriate Restricted Unit becomes available, Disabled Person Accommodations, Required Transfers and Medical Transfers will have priority in that respective order. Existing residents requesting transfers will be placed at the bottom of the appropriate waiting list, unless management and the resident mutually agree to a transfer beneficial to both parties.

Section 4.11 Conflicts Prohibited. No employee, contractor, subcontractor, or agent of the Authority involved in formulating policy or influencing decisions regarding the Properties and programs governed by this Plan, nor their immediate family members may apply for or occupy a Restricted Unit within the Properties governed by this Plan during their employment or for one year after their employment ends. For this Section, "immediate family member" means spouse, domestic partner, child, stepchild, sibling, and others defined by law.

## **Section 5. APPLICATIONS AND HOUSEHOLD QUALIFICATION**

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Once a Wait List Eligible Household is selected as an Applicant in accordance with Section 3, the Applicant must submit a completed application, in a format acceptable to the Management Company. This application must include all required documentation, verifications, authorizations and certifications as outlined in this Section.

Section 5.1 APPLICATION. The completed application will require that the Applicant provide the following:

Section 5.1.1 Contact Information. Current address and contact information for the Applicant.

Section 5.1.2 Income. All Household members over 18 (except for Live-In Aides), must submit income documentation, which may include but is not limited to tax returns, pay stubs, bank statements, unemployment earnings, Social Security or disability earnings statements, and any other records requested by the Authority. Contributions or gifts from outside sources must be documented in an affidavit and recertified annually.

5.1.2 (a). Except as provided in subdivision (b), all payments from all sources received by the family head (even if temporarily absent) and each additional member of the family household who is not a minor shall be included in the annual income of a family. Income shall include, but not be limited to:

(1) The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses;

(2) The net income from operation of a business or profession or from rental or real or personal property (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business);

(3) Interest and dividends;

(4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (but see subdivision (b)(3)).

(6) Public Assistance. If the public assistance payment includes an amount specifically designated for shelter and utilities which is subject to adjustment by the public assistance agency in accordance with the actual cost of shelter and utilities, the amount of public assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities, plus

(B) The maximum amount which the public assistance agency could in fact allow for the family for shelter and utilities.

(7) Periodic and determinable allowances such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse (but see subdivision (b)(5)).

Where a family has net family assets in excess of \$5,000, income shall include the actual amount of income, if any, derived from all of the net family assets or 10 percent of the value of all such assets, whichever is greater. For purposes of this section, net family assets means value of equity in real property other than the household's full-time residence, savings, stocks, bonds, and other forms of capital investment. The value of necessary items such as furniture and automobiles shall be excluded.

5.1.2 (b) The following items shall not be considered as income:

- (1) Casual, sporadic or irregular gifts;
- (2) Amounts which are specifically for or in reimbursement of the cost of medical expenses (including, without limitation funds received as flex benefits from an employer that are actually used for medical expenses);
- (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- (4) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships, or payments to veterans not used for the above purposes of which are available for subsistence are to be included in income;
- (5) The special pay to a serviceman head of a family away from home and exposed to hostile fire;
- (6) Relocation payments made pursuant to federal, state, or local relocation law;
- (7) Foster child care payments;
- (8) The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is in excess of the amount actually charged the eligible household;
- (9) Payments received pursuant to participation in the following volunteer programs under the ACTION Agency:
- (10) National Volunteer Antipoverty Programs which include VISTA, Service Learning Programs and Special Volunteer Programs.
- (11) National Older American Volunteer Programs for persons aged 60 and over which include Retired Senior Volunteer Programs, Foster Grandparent Program, Older American Community Services Program, and National Volunteer Program to Assist Small Business Experience, Service Corps of Retired Executive (SCORE) and Active Corps of Executives (ACE).

5.1.2 (c) Proof of Income is required of all occupants over 18 (except for Live-In Aides), this includes but is not limited to: Last three (3) consecutive pay stubs (current & consecutive), Social Security Award Letter (within 60 days), Unemployment Claim Award Letter (current), 2 years Tax returns **if self-employed** (current), Child support documents (current), County Assistance (Cal-Works, current letter), Retirement Income.

Section 5.1.3 Assets. Asset information for all Household members over the age of 18 (except for Live-In Aides) which includes but is not limited to documentation of any interest in real property other than a primary residence, three (3) months' bank statements for all accounts savings accounts records, and current statements for stocks, bonds, crypto currency, CD accounts or money market account, full copy of life insurance policy, and other forms of capital investments.

Section 5.1.4 Affordable Requirements. Necessary documentation to verify affordable criteria has been met by all Household members in accordance with Section 4.3.

Section 5.1.5 Applicant Lease Requirements. Necessary documentation to verify applicant lease requirements have been met by all Household members in accordance with Section 4.2.

Section 5.1.6 Identification. Proof of identification, birth documents for each family member, and a current driver's license, or equivalent, for copying.

Section 5.1.7 Consent/Verification Forms. All Household members over the age of 18 must authorize the Authority, through written authorization or signed consent form, to verify or obtain information regarding Income, Assets, Resident history, conduct background checks (including criminal) and obtain credit reports. All Household members who authorize the release of information or background checks have the right to privacy in accordance with federal law.

Section 5.1.8 Application Fee. Except as provided in that certain Stipulation for Entry of Judgment, Riverside County Superior Court Case No. INDIO 51124, each Applicant and every Household member over 18 years or older shall pay a non-refundable one-time application fee. The Executive Director shall establish the application fee annually concurrently with the annual rental rates as more particularly described in the Rental Rate Policy.

Section 5.1.9 Other Information. Any other information reasonably deemed necessary by the Authority to determine eligibility.

Section 5.2 APPLICANT LEASE REQUIREMENTS. The following lease requirements will apply to all members of Interested Households, Wait List Eligible Households, and Applicants:

Section 5.2.1 Age Requirements. Lease holder(s) must be 18 years or older. All household member(s) 18 years or older (except for Live-In Aides) must sign the lease for the Restricted Unit and comply with all requirements of the Plan.

Section 5.2.2 Income History/Verification. Lease holder(s), must provide proof of income. If the Lease holder(s) are retired or receiving government assistance, they must submit an award letter. If Lease holder(s) are employed, they must submit three months of pay stubs.

Section 5.2.3 Self-Employment. Lease holder(s) that are self-employed must provide a complete copy of the previous year's personal tax returns, copies of business and personal bank statements for the six months, and a profit and loss statement prior to the submittal of the completed application.

Section 5.2.4 Lease Income Requirement. Lease holder(s) must have an income of at least 2 ½ times (250 percent) the rental rate for the Restricted Unit at the time of application, but not less than 20 percent of the AMI.

Section 5.2.5 Rental History. Must provide 3 years of verifiable rental history. Rental history can be verified by a notarized letter from a prior landlord, proof of payment (i.e., cancelled checks), or similar documentation.

Section 5.2.6 Criminal Background Check. A nationwide criminal background check is required for all Household members over 18 (minimum criteria in accordance with Exhibit B). The Authority enforces a Zero Tolerance Policy for drug-related and violent criminal activity (see Exhibit E). Any conviction related to such offenses, or any behavior that threatens Residents' safety and peaceful enjoyment, will result in application denial.

Section 5.3 AFFORDABLE QUALIFICATION REQUIREMENTS. All Households must meet the affordable qualification requirements listed in this Section as well as those lease requirements listed under Section 4.2 in order to become a Qualified Household under this Plan.

Section 5.3.1 Household Income Criteria. Households applying for tenancy in a Restricted Unit must have a Household Income (not including that of Live-in Aides) of not less than 20 percent of the AMI and not more than 120 percent of the AMI. Household Income will be categorized as very low, low, or moderate pursuant to the definitions applied herein.

Section 5.3.2 No Ownership in Real Property or Mobilehomes. No intended occupant of the Restricted Unit may have owned real property that includes a habitable dwelling unit within the last two years. The only allowable exception is where the Applicant has filed court documents for dissolution of marriage or legal separation. Proof of the court's disposition as to the habitable dwelling unit must be submitted to the Management Company upon receipt by Applicant. Proceeds from the sale of real property will be considered as part of the Household Income pursuant to Title 25.

Section 5.3.3 Certification And Recertification Of Eligibility. Applicants and/or Residents must agree to provide the documentation prior to lease signing and again prior to lease renewal to certify that the Household remains eligible within these guidelines.

Section 5.3.4 Proof Of Income. Proof of Income is required of all occupants over the age of 18 (except for Live-In Aides).

Section 5.3.5 Changes In Income. Applicants and Residents must agree to notify management of any increase or decrease in monthly Household Income in excess of 30 percent.

Section 5.3.6 Primary Residence Requirement. Applicants must agree that the Restricted Unit will be the primary and sole residence of all occupants listed on the lease agreement.

Section 5.3.7 Other Housing Assistance. Applicants, Residents, or Households receiving other housing assistance must disclose the source and amount at the time of application or immediately upon receiving such aid. Resident rent will be adjusted accordingly. Households in this category follow the same waitlist policies and procedures.

Section 5.4 CREDIT CHECKS, BACKGROUND CHECKS, AND DOCUMENTATION VERIFICATIONS. Pursuant to Section 4.1.7, all Household members over the age of 18 are required to sign documents authorizing the Management Company to complete a review of the requirements of this Section. The Management Company is required to follow state and federal regulations when conducting **credit checks, background checks, and document verification** for prospective Residents. These processes help ensure that applicants meet the eligibility criteria for affordable housing programs, while also maintaining fairness, transparency, and compliance with housing laws.

Section 5.4.1 Applicant Certifications and Verifications:

5.4.1.a Authorization for Release of Information Form. California Consumer Credit Reporting Agencies Act (CCRAA) requires written consent from the applicant before conducting a credit check, and applicants are entitled to receive a copy of the credit report if requested.

5.4.1.b Application and/or Resident Income Certification. Consideration of Credit History, while the credit report may be reviewed, **California law** prohibits from automatically denying applicants based solely on poor credit. The credit report should be used as one factor among others, such as income, rental history, and compliance with program requirements.

5.4.1.c Exemptions. Applicants with **no credit history** or those who have faced economic hardships may be considered on a case-by-case basis, allowing for alternative screening criteria.; HUD defines economic hardship as follows:

5.4.1.c (i) An individual or family with an annual income below 30 percent of median family income for the area.

5.4.1.c (ii) Temporary hardship requires reinstating the minimum rent and offering a reasonable repayment agreement.

5.4.1.c (iii) Long-term hardship suspends the minimum rent until it ends.

5.4.1.c (iv) Financial hardship includes loss of eligibility for federal, state, or local assistance programs.

5.4.1.c (v) Hardship requests must follow specific criteria and procedures.

5.4.1.d Certification and Release of Information. Applicants for a Restricted Unit must provide the following certifications and authorizations to ensure that all information submitted is accurate and complete and to comply with applicable laws and regulations.

5.4.1.d (i) The Applicant must certify that all information provided in the application is true and complete. This includes the responsibility to report any changes in Income, Household composition or any other factors that may affect eligibility. Additionally, the applicant must confirm that any prior housing assistance has been fully disclosed and that the Restricted Unit will not be a duplicate residence (i.e., not claiming multiple units as primary residence). The Applicant acknowledges that providing false or misleading information could result in **criminal and administrative actions**, including fines or disqualification from receiving assistance.

5.4.1.e Release of Information for Rental Verification. The Applicant must authorize the release of information from their current or previous landlords to verify rental history, including but not limited to payment history, lease compliance, and rental references. This release is necessary for the Management Company to confirm the applicant's qualifications for the Restricted Unit.

4.4.1.f Certification of Child Support Income. The Applicant must certify whether they receive child support Income. If child support is received, the Applicant is required to disclose the total amount of Income received from child support . If no child support income is received, the applicant must provide certification to this effect. Any discrepancies or omissions in reporting child support income may affect eligibility or result in corrective actions.

5.4.1.g Certification of Alimony, Family Support, or Additional Deposits. The Applicant must certify whether they or any member of the Household receive alimony, family support, or other forms of financial assistance not already disclosed in Income. if applicable, any additional sources of Income, including bank deposits or other financial contributions, must be disclosed and (e.g., bank statements, court orders, etc.) must be provided to substantiate the claims. This ensures that all financial resources are considered in determining eligibility.

5.4.1.h Other Required Certifications or Verifications. The Applicant agrees to complete any additional certification or verification forms that the Management Company deems necessary to meet the requirements of the affordable housing program. This may include documents related to income verification, residency status, or other factors affecting eligibility.

Section 5.4.2 Credit Reports/Background Checks. In accordance with Exhibit B, credit reports and background checks will be obtained for all Household members aged 18 years or older in as part of the eligibility determination process for a Restricted Unit. The information provided these reports will be used to assess the Applicant suitability for

housing. Any one or more of the following findings for any of the intended occupants may result in the denial of the rental application or continued tenancy.

5.4.2.a Amounts Owed to Government Entities. Any outstanding amounts owed to any Public Housing Authority (PHA), or any Federal, State or Local housing assistance programs, may result in the denial of the application. Applicants are required to disclose all prior housing assistance debts, including those owed to any housing authority or assistance program.

5.4.2.b Fraud in Connection with Housing Assistance Programs. Any history of fraud or misrepresentation involving any Public Housing Authority, or Federal, State, or Local housing assistance programs will result in the denial of the application. This includes instances of providing false information or concealing information related to housing assistance.

5.4.2.c Eviction from Agency-Controlled Property. An eviction from any Agency property, Authority property, Public Housing Authority, or property under the control of the Agency, Authority or Public Housing Authority at the time of tenancy will be considered grounds for denial. This includes any evictions from properties managed or owned by the housing provider or any affiliated authority.

5.4.2.d Eviction from Other Rental Housing. An eviction from any previous rental housing, including private rentals or other public housing, may result in the denial of the application if deemed relevant to the applicant's ability to maintain tenancy.

5.4.2.e Violation of the Authority's Zero Tolerance Policy. Any conviction for activities that violate the Authority's Zero Tolerance Policy (as outlined in Exhibit E) will result in denial. This includes, but is not limited to, violent crimes, drug offenses, or other activities that threaten the safety and well-being of the housing community.

5.4.2.f Sex Offender Registration. Any person who is subject to a lifetime registration requirement under a Federal, State or County sex offenders' registration program will be denied tenancy. Due to the proximity of Restricted Units to schools and playgrounds, individuals subject to a temporary or permanent registration requirement under such programs will be denied during such registration period, as required by law.

5.4.2.g Falsification of Identification. Falsification or manipulation of identification documents (including but not limited to birth certificates, government issued identification, driver licenses, social security numbers or cards, and any other official documents) will result in the denial of the application. Any attempt to use fraudulent documents will be taken seriously and may lead to legal action.

5.4.2.h Falsification or Concealment of Income or Asset. Applicants who falsify or conceal Income, Assets or related documentation for the purpose of obtaining housing assistance or qualifying for a Restricted Unit will have their application denied. Full and accurate financial disclosure is required for eligibility.

5.4.2.i False Statements or Omissions During Application Process. Any false statements or willful omissions made at any point during the application process, eligibility determination, or tenancy, with the intent to mislead or obtain housing assistance fraudulently, will result in the denial of the application and potential criminal actions..

5.4.2.j Outstanding Judgement or Bankruptcy Filings. Any outstanding judgments, or bankruptcies filed within two (2) years prior to the submission of the completed application will be considered ineligibility factors. This includes personal or business bankruptcies and any legal judgments that have not been resolved.

Section 5.5 ADDITIONAL DOCUMENT SUBMITTAL. After submitting the initial application, any additional documents reasonably required by the Management Company must be provided within ten (10) days of the request. If the Eligible Household is unable to obtain the required documents within this timeframe, a one-time extension of ten (10) days may be requested. Failure to submit, authorize, or obtain the necessary documentation or background checks within the specified or extended timeframe will result in the denial of the application. In the event of a denial pursuant to this Section, the Household may contact the Property Manager and request to be added to the bottom of the appropriate waiting list as an Interested Household.

Section 5.6 APPLICATION ACCURACY. All information provided in the completed application must be accurate and complete to the best of the Applicant's knowledge. Discrepancies, omissions, or inaccuracies in the application may result in the denial of application or, if discovered later, termination of tenancy. Applicants are advised to carefully review all submitted information to ensure compliance.

Section 5.7 APPLICATION APPROVAL/DENIAL. Upon receipt of a completed application, the Management Company will conduct a thorough review, including verifications of Income, Assets, rental histories, background checks and credit reports. If the Applicant satisfies all the requirements, the Applicant will be notified of approval for tenancy via phone, mail or email, with written confirmation provided thereafter. At this stage, the Household will be officially deemed a Qualified Household.

If the application is denied, the Applicant will receive written notice of ineligibility including specific reasons for the denial. The Applicant has the right to dispute the denial, by responding within ten days of the notices mailing date. Upon receiving a dispute, the Management Company will conduct an individualized assessment of the Applicant's claims to ensure that (1) the application was evaluated objectively and without bias, and (2) the denial was based on correct and verified information.

If the application is denied, the Applicant will receive a **written notice of ineligibility**, including specific reasons for the denial.

## **Section 6. LEASING POLICIES AND PROCEDURES**

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The Authority operates the Restricted Units with leasing standards that will ensure the continued success of our affordable programs as well as comply with fair housing laws. The Authority and its representatives, including Management Company personnel, will not discriminate against any person on the basis of race, creed, color, sex, religion, national origin, familial status, sexual orientation, political beliefs, disability, handicap, or any other status that is protected under federal or state law. Prior to admission into a Restricted Unit, all adult Household members that will be residing in the Restricted Unit must sign a lease.

Section 6.1 RESIDENTIAL LEASE AND ADDENDA. Once an Applicant qualifies becomes a Qualified Household, the Household members listed in Section 5 shall sign a residential lease. The lease may include addenda that meet the requirements of this Section, and these addenda will be considered part of the lease. A unit may not be occupied without a fully executed lease. The lease becomes enforceable only after all parties have signed.

The residential lease will include the following information:

Section 6.1.1 Lease Term and Effective Dates. This section outlines the start and end dates or the term of the lease.

Section 6.1.2 Parties to the lease. This section lists all individuals included in the lease, categorized as either adults or minors.

Section 6.1.3 Unit location. This section specifies the apartment number or location of the unit.

Section 6.1.4 Maximum occupancy. This section indicates the maximum number of occupants allowed in the units.

Section 6.1.5 Lease Terms. This section includes details such as the rental rate, due dates, late fees, returned check charges, payment methods, locations for submitting rental payments, prorations, deposit requirements, cable cost, gate access, utility payment requirements or adjustments, and any rent incentives that may apply.

Section 6.1.6 The policies of the property as updated from time to time, also known as the House Rules and Regulations, which may address – among other things – the following topics:

Antenna & Satellite Dish	Maintenance – Fault Repairs
Balconies/Patios/Windows	Modifying the Premises
Cleaning of Bathtub/Blinds & Windows/Carpet/Premises	Mold
Countertops	Moving Out
Community Amenities	Only Place of Residence
Crime Free & Drug Free Housing	Parking
Dress in Public Areas	Peaceful Enjoyment
Earthquake Procedures	Package Delivery
Electric Personal Assistive Mobility Devices (Scooters & Wheelchairs)	Parking
Emergency Information Sheet	Peaceful Enjoyment
Energy and Water Conservation	Plumbing
Fire Procedures	Radios and Television
Garbage Disposal	Pest
Guest and Occupancy	Shopping Carts
Income Recertification	Smoke Detectors/Alarms
Inspections	Smoke-Free Apartment
Insurance	Telephones
Laundry	Use
Light Bulbs	Vacations
Locks and Keys	Waterbeds

Section 6.1.7 Acknowledgment of Rules and Regulations. All Residents and members of the Household over the age of 18 must acknowledge receipt of these rules and regulations.

Section 6.1.8 Violations. The Management Company will notify Residents in writing of any violations of the House Rules, Lease Agreement, or any other applicable regulations, as required by law.

Section 6.2 RESIDENTIAL LEASE POLICIES AND NOTICES.

Section 6.2.1 Policies for vacating notices.

Section 6.2.2 Policies regarding condemnation.

Section 6.2.3 Policies regarding attorney’s fees and costs.

Section 6.2.4 Notification of laws, like Megan’s Law, lead-based paint, and mold regulations.

Section 6.2.5 Policies for affordable housing program participation, such as annual recertification.

Section 6.2.6 Policies on maintenance, Restricted Units access, smoke detector/alarm responsibilities, and definitions of normal wear and tear.

Section 6.2.7 Policies on standard and emergency maintenance.

Section 6.2.8 Policies on renter’s insurance and personal property.

Section 6.2.9 Signatures required of both the Resident(s) (and all members ) and Management Company representative.

Section 6.3 LEASE DEPOSITS. Balance of deposit, move-in prorates and the first full month of rent must be in the form of a money order or cashier's check.

Section 6.4 LEASE PAYMENTS AND LATE CHARGES. Rent payments and late fees are to be made at the location specified in the lease agreement.

Section 6.4.1 Rent is due on the first day of each month.

Section 6.4.2 Rent is considered late after 5:00 p.m. PST on the 5th day of each month unless otherwise specified.

Section 6.4.3 Late fees apply after 5:01 p.m. PST on the 5th day of each month.

Section 6.4.4 Rent and fees must be paid by personal check (*if no "non-sufficient funds" checks have been issued in the previous three months*), money order, or cashier's checks directly to the management office.

Section 6.4.5 Payments will be accepted only at the location outlined in the lease, unless otherwise specified in writing at least ten (10) days before the rent due date.

Section 5.5 LEASE ADDENDA IN WRITING. Any changes or addition to the lease must be in writing and signed by both parties. Oral modifications will not be valid.

Section 6.6 LEASE MODIFICATIONS. Changes to the lease may be made to reflect changes in the affordable program, applicable laws or policy clarifications.

Section 6.7 PRE-OCCUPANCY INSPECTION. Before move-in an authorized representative of the Management Company and an adult Household member will inspect the Restricted Unit and complete a move-in inspection form, noting the conditions of the Restricted Unit will be signed, and filed in Applicant file.

Section 6.8 RENTAL RATES.

Section 6.8.1 Setting Rental Rates. Rents will be established annually as set forth in the Rental Rate Policy.

Section 6.8.2 Rental Rents Based on Standard Occupancy. Rental Rents will follow the California Health and Safety Code Section 50053 guidelines, as it relates to standardized occupancy based on unit size, (e.g., one person in the case of a studio unit, two persons in the case of a one-bedroom unit,, etc.). Actual occupancy will align

with the Occupancy Policy.

Section 6.8.3 Household Rent. Individual Household rent shall be established for a Qualified Household after compilation of all Household members' sources of Incomes, Assets and allowable deductions, and proper notification.

Section 6.9 MAINTENANCE AND ENTRY TO RESTRICTED UNITS.

Section 6.9.1 Inspection. The Management Company or its agent or agents shall be allowed to enter the apartment as provided by state law. Upon 24-hour notice, an authorized representative of the Management Company may enter to inspect the condition of the premises and/or appliances therein. In the event of an emergency, an authorized representative of the Management Company has the right to enter the Restricted Unit without notice.

Section 6.9.2 Service Request. It is the Resident's responsibility to call in all service requests to the property office location. Residents must allow maintenance staff permission to enter the Restricted Unit to perform a maintenance request in the event the Resident is not home or schedule an appointment during the maintenance hours Monday through Friday, between 8:00 a.m. and 5:00 p.m. All service requests will be responded to within a 24-hour period. After hours emergency service is available.

Section 6.10 LEASE RENEWALS. Leases under consideration for renewal by the Management Company must be renewed prior to the stated expiration of the residential lease or the Resident reverts to a month-to-month tenancy at the maximum rental rate for the Restricted Unit.

Leases under consideration for renewal by the Management Company for Residents that were previously deemed a Qualified Household must recertify their eligibility status annually in accordance with Section 6 below.

Section 6.11 NO SUBLETTING. The leases shall prohibit subleasing of Restricted Units in whole or in part.

Section 6.12 LIVE-IN AIDES. A Live-In Aide will be allowed, provided he or she is essential to the care and well-being of an elderly or disabled person who resides within a Restricted Unit. The Live-In Aide will be subject to this Plan except where noted and will be required to sign a consent for the purposes of a background check and an affidavit certifying annually that he or she qualifies as a Live-in Aide under Title 24 CFR Section 5.403. The Live-In Aide will also acknowledge acceptance of the terms of occupancy in a Restricted Unit. The addition of a Live-In Aide must not overcrowd the Restricted Unit as prescribed in the Occupancy Standards Policy.

Section 6.13 ANIMALS. The leases shall require Residents to comply with the Animal Policy (attached as Exhibit D).

Section 6.14 RESIDENTIAL LEASE ENFORCEMENT.

Property Management shall enforce the terms of the Residential Lease as they apply to the eviction policies and procedures.

Section 6.2.2.a Cases involving nonpayment of rent shall be handled as follows:

6.2.2.a (i) Residents having financial problems that affect payment of their rent may be referred to an appropriate social agency for assistance with remedying their problems. Any rent payment workouts resulting from the above will be in writing and signed by the Community Manager and by the resident(s). Such documentation will become part of the resident's permanent file.

6.2.2.a (ii) Notwithstanding the above, residents who do not pay their rents by the fifth day of the month shall receive a three (3) day notice to pay or quit. Such notice shall be in accordance with the appropriate State Code of Civil Procedures. If the notice is not complied with and the Community Manager is unable to work out a suitable rent payment program with the resident, an unlawful detainer action will be filed and the matter will be referred to a professional eviction service or attorney specializing in this area of the law. Once such procedures are initiated, the eviction process should take between thirty (30) and sixty (60), days.

Section 6.2.2.b Cases involving a violation of the Residential Lease or House Rules shall be handled as follows:

Section 6.2.2.b (i) The Community Manager's staff will keep residents advised, through newsletters, reminder posters, or written warning notices, of policies in place at "The Apartments". Management staff will work with residents and enlist the support of service agencies as required to prevent recurrent violations. Evictions will take place as a last resort.

Section 6.2.2.b (iii) Residents shall receive, in person or by U. S. mail, written notice of minor infractions of the Lease and House Rules. The initial notice shall advise residents that such infractions are violations of the Lease and/or House Rules and that upon issuance of the third warning notice for the same violation, management will issue a 60-day notice of Intent to Terminate Tenancy.

Any notice of termination or eviction shall contain a statement of the facts constituting the cause for the termination or eviction and a statement of the resident's rights under the grievance and appeal procedure if applicable.

## **Section 7. RECERTIFICATION REQUIREMENTS**

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Section 7.1 REQUIRED ANNUAL RECERTIFICATION. Qualified Households with a current lease will be required to recertify annually to ensure the Household remains a Qualified Household. Failure to recertify will result in the termination of tenancy.

Section 7.1.1 Recertification Appointments. The Management Company will schedule recertification appointments with the Resident to collect the necessary Income and Household documentation. The appointments will be set in advance of the lease renewal date to provide proper notice of any rent adjustments. If a Resident fails to provide required documentation within two weeks of the request, they will be notified of that assistance will be discontinued and the rent will revert to the maximum rental rate at the end of the lease term. Upon the expiration of the residential lease, the Resident will revert to a month-to-month tenancy at the maximum rental rate for the Restricted Unit for a period of not more than six (6) months at which time, with proper Notices having been given, the Resident will vacate.

Section 7.1.2 Recertification Documentation. The Management Company will require necessary documentation to recertify the Household as a Qualified Household, including but not limited to:

7.1.2.a Updated Income documentation for all household members over 18 (excluding Live-In Aides), including tax returns, pay stubs, bank statements, unemployment statements, and disability/ social security statements.

7.1.2.b Updated Assets documentation for all Household members over 18 (excluding Live-In Aides), including real property interests, savings accounts, stocks, bonds, and other investments.

7.1.2.c Documentation verifying that all Household members meet affordable housing criteria in Section 5.3.

7.1.2.d Documentation confirming that all Household members meet lease requirements in Section 5.2.1 through 5.2.6.

7.1.2.e Proof of identification for all Household members (as required in Exhibit B)

7.1.2.f Authorization forms allowing the verification Income, Assets, identification and employment for all Household members over 18. Residents' privacy rights under federal laws apply.

7.1.2.g Any additional documentation the Management Company deems necessary to determine eligibility.

Section 7.1.3 Annual Recertification Confirmation as a Qualified Household. Once all required recertification documentation is received, the Management Company will confirm whether the Household remains qualified. If a Household Income changes, the lease will be adjusted to reflect the new Income Category. If a Household no longer qualifies, they will transition to a month-to-month tenancy at the maximum rental rate for up to six months, after which, with proper notice, they will be required to vacate, unless limited by other federal, state, local or funding guidelines.

Section 7.2 CIRCUMSTANTIAL OR INTERIM RECERTIFICATION. A circumstantial or interim recertification may be required on a case-by-case basis, as determined by the Management Company. This may initiate a new anniversary date. However, no circumstantial or interim recertification will be conducted within the first twelve (12) months of tenancy. Recertification may occur for the following reasons:

Section 7.2.1 Changes in Household Size. Changes in Household size, if anticipated to last 60 days or more.

Section 7.2.2 Change of Household Income. Changes in household Income, if they an increase or decrease exceeds 30%, and is anticipated to last for 60 or more.

Section 7.2.3 Temporary Recertification. Temporary recertification, such as decrease in Income due to unemployment or disability. Proof of such condition is required.

Section 7.3 ANNUAL INSPECTIONS. At least once annually, an inspection will be conducted by the Management Company to verify that the Residents occupying the Restricted Unit have maintained the Restricted Unit in good condition. Such inspections will be by appointment, but may or may not require the Resident to be present.

Section 7.4 FALSE STATEMENTS AND WILLFUL OMISSIONS. False statements or willful omissions made during any recertification process may result in denial of assistance or in the recapture by the Authority of the rental assistance for any period in which the amount of rental assistance was affected by any false statement or willful omission.

## **Section 8    TERMINATION OF TENANCIES AND MOVE-OUT PROCEDURES**

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Section 8.1    TERMINATION OF TENANCIES OTHER THAN BY EVICTION.    The procedures noted in this Section 7.1 do not apply to evictions.

Section 8.1.1    End of Lease Term.    With proper notice, as described in this section, the Management Company or Resident may terminate a tenancy at the expiration of the residential lease without reason or cause.

Section 8.1.2    During a Lease Term.    A tenancy may be terminated during a lease term without the termination being deemed an eviction under the following circumstances:

8.1.2.a    Death of the sole Resident of a Restricted Unit.

8.1.2.b    By abandonment of the premises by the Resident as determined in accordance with Civil Code Section 1951.3.

8.1.2.c    By the determination by the Management Company of Resident ineligibility under this Plan.

8.1.2.d    By written agreement of both the Management Company and the Resident.

Section 8.1.3    Notices to Vacate for Termination of Tenancies Other Than by Eviction.

8.1.3.a    Resident Notices to Vacate.    Residents must provide 30 days' written notice to vacate, "*Notice of Intent to Vacate*", unless a different time period is prescribed by Civil Code Section 1946, as amended.

8.1.3.b    Management Notices to Vacate.    The Management Company must provide a written notice to vacate, "Notice of Termination of Tenancy", in accordance with applicable law.

Section 8.1.4    Move-out Procedures.    When a Notice to Vacate is issued, inspections may be requested and will follow the guidelines in Civil Code Section 1950.5(f), as amended.

Section 8.1.4.a    Initial Pre-Inspection Request.    Residents may request an initial pre-inspection of their Restricted Unit upon providing a written 30-day vacating notice to the Management Company. All pre-inspections must be requested in writing by the Resident, otherwise the Management Company will not conduct one. The Pre-Inspection provides a 30 day option for Residents to address maintenance or repairs that the Management Company identified as potential repairs or maintenance that will

be required at time of move-out.

Section 8.1.4.b Scheduling the Move-out Inspection. The Management Company will coordinate with the Resident to schedule the move-out inspection no more than two weeks before the Resident vacate date. Residents will be given at least 48 hours' notice.

Section 8.1.4.c Opting Out of a Move-Out Inspection. If the Resident opts not to request a move-out inspection, no inspection will be performed, but the Restricted Unit will be inspected to determine the necessary repairs and cleaning.

Section 8.1.4.d Inspection Exceptions. The Management Company is not required to perform an move-out inspection if the Resident has been served with an eviction notice for non-payment, lease violations property damage, unlawful use.

Section 8.1.4.e Inspection Findings. The Management Company will provided the Resident with an itemized statement detailing any repairs or cleaning needed. Deductions will not be made for normal wear and tear.

Section 8.1.4.f Final Inspection. A final inspection will be scheduled at the move-out to check for any remaining items needing repair or cleaning.

Section 8.1.4.g Resident Presence. Residents may be present during inspections; though, inspections may proceed if the Resident is not available.

Section 8.1.5 Maintenance and Repairs Necessary Due to Impending Move-out. Corrections identified during the initial move-out inspection can be addressed by the Resident to avoid deductions from the security deposit.

Section 8.2 TERMINATION OF TENANCY THROUGH EVICTION. This section outlines the grounds and process for eviction.

Section 8.2.1 Reasons for Eviction.

Section 8.2.1.a Violations of the Lease. Lease violations, including but not limited to those outlined in the Zero Tolerance Policy (attached as Exhibit E), unlawful use of the Restricted Unit, Property damage, disruptions of other residents' peaceful enjoyment, or health and safety risks.

Section 8.2.1.b Non-Payment of Rent. Failure to pay rent may result in eviction.

Section 8.2.1.c Misrepresentation of Eligibility Under the Plan. False

statements or willful omissions related to eligibility for the Restricted Unit.

Section 8.2.2 Eviction Process.

Section 8.2.2.a Eviction Notice. The Management Company will serve an eviction notice in accordance with California law.

Section 8.2.2.b Verification of Occupancy. If the Eviction Notice expires, and the Resident has not vacated, the Management Company will verify occupancy. If the Restricted Unit is still occupied, court ordered eviction proceedings will begin. If the Resident has vacated, but owes money, the Management Company will take legal action to recover the balance. In the event there are sufficient monies available within the security deposit to cover any amounts due from the Resident, the deductions and/or refunds shall be made to the security deposit in accordance with Civil Code Section 1950.5 as amended.

Section 8.2.2.c Unlawful Detainer. If necessary, the Management Company will file an unlawful detainer action in court, allowing the Resident the opportunity to contest the eviction.

Section 8.3 REFUND OF SECURITY DEPOSIT. Security deposit refunds will be processed in accordance with Civil Code Section 1950.5 as amended from time to time.

Section 8.3.1 Notification of Itemized Security Deposit Disposition. After inspection and assessment of the conditions of the vacated Restricted Unit, and after all necessary cleaning and repairs have been performed, the Management Company will notify the Resident of the security deposit disposition within 21 days. The Management Company will mail or deliver a copy of an itemized statement indicating the detailed charges against the security received and the amount to be refunded, if any. Attached to the itemized statement to the Resident shall be copies of invoices and charges incurred in order to clean or repair the Restricted Unit.

Section 8.3.2 Resident's Entitlement to Security Deposit. If Resident is not notified as to the disposition of the security deposit within the required notification period in Section 8.3.1, the Resident shall be entitled to 100 percent of the original security deposit amount.

## **Section 9 GRIEVANCE PROCESS**

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Section 9.1 GRIEVANCE APPLICABILITY. This Grievance process shall be applicable to all Applicants and Residents of the Authority. Grievances that may be considered under this process will include actions related to the Resident's tenancy, but does not apply to non-payment of rent and the other matters governed by Section 8.2. Under no circumstance may a Grievance be filed after issuance of any notice in accordance with Section 8.2.2. A copy of this process shall be provided to all Residents prior to occupancy of the Restricted Unit, and shall be provided to any Applicant upon request.

Section 9.2 GRIEVANCES PROCEDURES. If an Applicant or Resident perceives any representative of the management to have engaged in discriminatory behavior concerning lease requirements, disability status, accommodation requests, application processing, management policies, resulting in an adverse impact on the complainant's rights, the initial recourse is to engage in an informal discussion of the incident between the complainant and the management. Regular and transparent communication between the manager and residents or applicants is the optimal approach to prevent misunderstandings and foster mutual respect. In the event that an amicable resolution is not achieved through informal discussion, the following steps should be pursued:

Section 9.2.1 Informal Grievance Review. The goal of the informal review is to settle the problem without the need for a formal review. If the resident or applicant has a complaint and requests a review, they will first have an informal review with the Property Manager or Regional Manager of Property Manager.

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9.2.1.a The Resident or Applicant must personally present their grievance, either orally or in writing, to Property Manager's management office so that management may discuss the grievance with them informally. While they can present their grievance orally, it is better to state the grievance in writing. The grievance must specify both the specific ground(s) for the grievance and the action or relief sought.

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9.2.1.b The resident or applicant must present their grievance within a reasonable time, not to exceed ten (10) working days following the incident or action upon which the grievance or dispute is based.

9.2.1.c Once requested, an informal review will be held between the resident or applicant and management within five (5) working days following management's receipt of the request.

Section 9.2.2 Procedures for Appeal and Grievance. Resident complaints shall be processed according to the Grievance and Appeal Procedure if applicable. This procedure allows for both informal and formal hearings, while not waiving the rights of the resident, Owner, Property Management or the Housing Authority to any judicial resolution of the matter.

Section 9.2.3 Grievance Process. Once the Property has received a grievance, within ten (10) business days the Management Company shall:

- 9.4.1 Review the grievance and any supporting information.
- 9.4.2 Provide information on how the individual who filed the grievance and/or their representative can see and copy their file and any records related to the grievance.
- 9.4.3 Schedule a meeting between the individual who filed the grievance and/or their representative and a management agent who was not involved in the original action/decision so that they can review it. At the meeting.
- 9.4.4 Provided an opportunity to present evidence and witnesses.
- 9.4.5 Residents have the right to be represented or accompanied by a person of their choice at the meeting.
- 9.4.6 Once the meeting has occurred, within five (5) business days Property Management shall: Make a written determination on the issue, which states the reason for the decision and the evidence relied on in making the decision.

**EXHIBIT A****PALM DESERT HOUSING AUTHORITY PROPERTIES****MULTI-FAMILY APARTMENTS**

	<b>Project</b>	<b>No. Units</b>	<b>Telephone</b>
<b>1</b>	<b>CALIFORNIA VILLAS</b> 77-107 California Avenue	<b>141</b>	<b>(760) 345-0452</b>
<b>2</b>	<b>DESERT POINTE</b> 43-805 Monterey Avenue	<b>64</b>	<b>(760) 340-6945</b>
<b>3</b>	<b>LAGUNA PALMS</b> 73-875 Santa Rosa	<b>48</b>	<b>(760) 836-1455</b>
<b>4</b>	<b>NEIGHBORS</b> 73-535 Santa Rosa Way	<b>24</b>	<b>(760) 340-6945</b>
<b>5</b>	<b>ONE QUAIL PLACE</b> 72-600 Fred Waring Drive	<b>384</b>	<b>(760) 568-9835</b>
<b>6</b>	<b>PALM VILLAGE APARTMENTS</b> 73-650 Santa Rosa Way	<b>36</b>	<b>(760) 836-1455</b>
<b>7</b>	<b>TAOS PALMS</b> 44-830 Las Palmas Avenue	<b>16</b>	<b>(760) 340-6945</b>
<b>8</b>	<b>SANTA ROSA APARTMENTS</b> 73-625 Santa Rosa Way	<b>20</b>	<b>(760) 836-1455</b>

**SENIOR APARTMENTS**

<b>9</b>	<b>CANDLEWOOD</b> 74000-74002 Shadow Mountain Drive	<b>30</b>	<b>(760) 568-3640</b>
<b>10</b>	<b>CARLOS ORTEGA VILLAS</b> 77-915 Avenue of the States	<b>73</b>	<b>(760) 345-1500</b>
<b>11</b>	<b>CATALINA GARDENS</b> 73-600 Catalina Way	<b>72</b>	<b>(760) 568-3640</b>
<b>12</b>	<b>LA ROCCA VILLAS</b> 42-135 Golden Eagle Lane	<b>27</b>	<b>(760) 773-9040</b>
<b>13</b>	<b>LAS SERENAS</b> 73-315 Country Club Drive Desert	<b>150</b>	<b>(760) 773-9040</b>
<b>14</b>	<b>THE PUEBLOS</b> 73-695 Santa Rosa Way	<b>15</b>	<b>(760) 568-3640</b>
<b>15</b>	<b>SAGECREST SENIOR</b> 73-811 Santa Rosa Way	<b>14</b>	<b>(760) 568-3640</b>

**EXHIBIT B**

**NON-EXCLUSIVE LIST OF REQUIRED AND PERMISSIVE BACKGROUND CHECK INFORMATION BY TYPE OF FUNDING**

SOURCE OF INFO	INFORMATION	FEDERAL FUNDS INVOLVED		FEDERAL FUNDS NOT INVOLVED	
		INVESTIGATION	DISCLOSURE & CONSENT	INVESTIGATION	DISCLOSURE & CONSENT
Law enforcement agencies	Illegal Drug Use	Required	Housing Auth. must require & applicant must consent	May obtain	Must notify applicant, if basis for denial
	Drug Use that Interferes with Health & Safety of Others	Required	Housing Auth. must require & applicant must consent	May obtain	Must notify applicant, if basis for denial
	Sex Offenses	Required	Housing Auth. must require & applicant must consent	May obtain	Must notify applicant, if basis for denial
	"Serious" crimes <ul style="list-style-type: none"> <li>• murder, mayhem, rape, burglary</li> <li>• hate crimes</li> <li>• offenses re firearms / explosives</li> <li>• felonies involving drugs, alcohol</li> <li>• domestic violence</li> </ul>	May obtain	Must notify applicant, if basis for denial	May obtain	Must notify applicant, if basis for denial
	Juvenile Records	Prohibited	N/A	Prohibited	N/A
	Arrests Not Resulting in Conviction	Prohibited	N/A	Prohibited	N/A
State / Federal Government	Social Security Numbers	Required	Housing Auth. must require & applicant must consent	May Obtain	Application must indicate disclosure is voluntary
	Citizenship / Residency Info	Required	Housing Auth. must require & applicant must consent	Prohibited	N/A. But, if Housing Auth. Has unsolicited evidence that applicant is undocumented, it must reject the application
	Income / family composition & tax info, to verify eligibility	Required	Housing Auth. must require &	Required	Housing Auth. must require &

SOURCE OF INFO	INFORMATION	FEDERAL FUNDS INVOLVED		FEDERAL FUNDS NOT INVOLVED	
		INVESTIGATION	DISCLOSURE & CONSENT	INVESTIGATION	DISCLOSURE & CONSENT
			applicant must consent		applicant must consent
Credit Agencies	<i>Investigative Consumer Report</i> <ul style="list-style-type: none"> <li>• Credit History</li> <li>• Character</li> <li>• Reputation</li> <li>• Personal characteristics</li> <li>• Mode of living</li> </ul>	May Obtain	Housing Authority must notify applicant	May Obtain	Housing Authority must notify applicant
	<ul style="list-style-type: none"> <li>• Convictions</li> <li>• Civil Actions</li> <li>• Tax Liens</li> <li>• Outstanding Judgments</li> </ul>	May Obtain, but <b>only</b> if credit agency has <b>verified</b> info within	Housing Authority must notify applicant	May Obtain, but <b>only</b> if credit agency has <b>verified</b> info within	Housing Authority must notify applicant
	<ul style="list-style-type: none"> <li>• Bankruptcies more than 10y prior</li> <li>• Civil judgments more than 7y old</li> </ul>	Prohibited	N/A	Prohibited	N/A
Public Records Obtained From Other Sources; Interviews with Neighbors, Friends & Associates	<i>Relevant background information</i> <ul style="list-style-type: none"> <li>• Creditworthiness</li> <li>• Credit standing</li> <li>• Credit capacity</li> <li>• Civil actions</li> <li>• Convictions</li> <li>• Tax Liens</li> <li>• Outstanding Judgments</li> <li>• Character</li> <li>• General Reputation</li> <li>• Personal characteristics</li> <li>• Mode of Living</li> </ul>	May Obtain	Must notify applicant, if basis for denial. Consent recommended.	May Obtain	Must notify applicant, if basis for denial. Consent recommended.

*In addition to credit reporting agencies, background check information may be obtained from CIC, and similar reputable resources.*

**EXHIBIT C**

**[RESERVED]**

## EXHIBIT D

### ANIMAL POLICY

#### Section 1 Definitions

For purposes of this Animal Policy, the following terms shall have the meanings provided in this Section:

Section 1.1. Assistance Animal – shall mean an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance Animals perform many disability-related functions, including but not limited to, guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to persons with disabilities who have a disability-related need for such support. Notwithstanding the preceding definition, the companion animal of an Elderly Household shall also qualify as an Assistance Animal.

Section 1.2. Owner – shall mean the person with primary responsibility for the care of a Assistance Animal or Service Animal.

Section 1.3. Service Animal – shall mean any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not Service Animals for the purposes of this definition. The work or tasks performed by a Service Animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.

Section 1.4 Pets – shall mean a domesticated cat, dog, bird, or fish which are traditionally kept in the household for pleasure rather than for commercial purposes. Animals prohibited as Pets include but are not limited to reptiles, rodents, rabbits, turtles, insects, snakes, monkeys, primates, farm animals, wild or exotic animals, endangered species.

#### Section 2 Permitted Animals

Section 2.1. Households are allowed to keep Pets, Assistance Animals or Service Animals in their Restricted Unit in accordance with this Animal Policy, subject to the following

restrictions Landlord grants Resident permission to keep the following pets on the condition that Resident complies with the following rules and regulations. Only the pet(s) described and authorized on pet lease addendum are allowed. Landlord must approve any additional or other pets:

1. No more than one cat or one dog shall be allowed in a Restricted Unit, except as otherwise permitted by the Management Company;
2. No more than two birds shall be allowed in a Restricted Unit;
3. Fish aquariums must not exceed 15 gallons of water;
4. An animal cannot be kept on the premises if it has a venomous bite; and
5. An animal cannot be kept on the premises if it has previously bitten anyone, unless (1) the bite occurred while working as a police or military dog, or (2) the bite victim was partly or wholly at fault for the bite.

Section 2.2. All Pets, Assistance Animals and Service Animals must wear a harness, lease or tether when outside of the Restricted Unit unless such equipment would interfere with the Assistance Animal or Service Animal's safe, effective performance of work or tasks, in which case the Assistance Animal or Service Animal must be otherwise under the Resident's control (e.g., voice control, signals, or other effective means).

### Section 3 Required Fees and Payments

Section 3.1. The Resident will be responsible for all reasonable expenses directly related to the presence of the animal on the premises, including the cost of repairs and replacement in the Restricted Unit, and the cost of animal care facilities if needed. These charges are due and payable within 30 days of written notification.

Section 3.2. The Resident will not be charged a deposit for any Assistance Animal or Service Animal, but the Resident is liable for any damage caused by that animal. An addition to the Security Deposit of \$300.00 will be required for each pet. However, the Resident's liability for damage caused by the pet is not limited to the amount of Security Deposit and the Resident will, therefore be required to reimburse Property Manager for damages that exceed such the Security Deposit. Any unit occupied by a pet may require fumigation upon Resident vacating. Should fumigation be required, any applicable fees/charges will be deducted from the Security Deposit.

Section 3.3. All animals shall be spayed or neutered and licensed, if applicable. If an animal is not spayed or neutered and has offspring, the Household is in violation of this rule.

### Section 4 Sanitation Standards

Section 4.1. Any animal waste deposited must be removed immediately by the animal's Owner. Residents will take adequate precautions to eliminate any animal odors within or around the Restricted Unit and maintain the Restricted Unit in a sanitary condition at all times. If the Resident fails to comply with this section, the Management Company shall issue a written complaint directing the Resident to eliminate the unsanitary condition(s) in or around the Restricted Unit. If the Resident fails to eliminate the unsanitary condition(s) within 24 hours of

receipt of the complaint, the Management Company reserves the right to take any actions necessary to eliminate the unsanitary condition(s) and charge the Resident for any reasonable expenses related to such cleanup.

Section 4.2. All animals are to be fed inside the Restricted Unit. Feeding is not allowed on porches, sidewalks, patios or other outside area.

Section 5 Potential Problems and Solutions

Section 5.1. Residents will not permit any disturbances by their animal(s) that interferes with the quiet enjoyment of other Residents, whether by loud barking, howling, biting, scratching, chirping or other aggressive or disruptive behavior.

Section 5.2. The Management Company may enter the Resident’s Restricted Unit to inspect the premises with notice appropriate to the circumstances, to investigate a complaint that there is a violation, and/or to check on a nuisance or threat to health and safety of other Residents.

Section 5.3. If an animal is threatened by the incapacitation or death of the Owner (or by extreme negligence), the Authority may place the animal in a proper facility for up to 30 days at the Owner’s expense. If there is no other solution at the end of 30 days, the Authority may donate the animal to a humane society. Cost of this professional care will be borne by the Owner.

Section 5.4. Violation of this Animal Policy by a Resident is subject to:

1. Lease termination proceedings; or
2. Any other penalty determined by the Management Company to be appropriate under the circumstances.

Section 6 Indemnification by Owner

Section 6.1. The Resident shall indemnify, defend and hold harmless the Authority, the Successor Agency and the City from and against any and all claims, actions suits, judgments and demands brought about by actions or damages caused by any Assistance Animal or Service Animal kept by the Resident in accordance with this Animal Policy. Any injury or damage to persons or property caused by the Resident’s animal(s) shall be the liability of said Resident. At the Resident’s discretion and expense, the Resident is responsible for securing liability insurance for such purpose.

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

\_\_\_\_\_  
Acknowledgement by Resident

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_

Resident Printed Name

Authority Property and Apartment No.

## **EXHIBIT E**

### **Housing Authority Zero Tolerance Policy**

**PURPOSE**

The Authority is committed to maintaining a safe, secure, and peaceful living environment. To that end, “Prohibited criminal activity” including violent or drug-related criminal activity, or any conduct that threatens the health, safety or peaceful enjoyment of other Residents or individuals in the vicinity of Authority-managed properties and program, will not be tolerated. A copy of this Zero Tolerance Policy will be provided to all Applicants and Residents in Authority-administered programs.

**POLICY**

The Authority will implement a crime-free housing strategy with a zero tolerance approach toward prohibited criminal activity. The following actions will be enforced:

1. Deny or Terminate Assistance. Any Household containing a member who is currently engaged, or has engaged within a reasonable time period (as determined by the Authority) in, the criminal activity listed below will have assistance denied or terminated. This includes:
  - (a) drug-related criminal activity;
  - (b) violent criminal activity;
  - (c) criminal activity that endangers the health, safety, or peaceful enjoyment of others;
  - (d) criminal activity threatening the health or safety of Authority employee, contractors or agents.
2. Application Denial: Applications will be denied for any behavior that could prove to be detrimental to the health, safety, or peaceful enjoyment of other Residents.
3. Background Checks. A criminal background check will be conducted for every Household member over the age of 18. Any criminal convictions, particularly involving violence or drug related offenses, during a reasonable period prior to the application (as determined by the Authority) may result in a denial.
4. Resident Responsibility. Residents will be reminded of their responsibility to keep their Restricted Units free from prohibited criminal activity.
5. Lease Addendum. All leases will include an addendum outlining grounds for termination of tenancy due to criminal activity.
6. Management Guidelines. Management will follow established guidelines for screening Applicants, inspecting properties, and taking action against Residents involved in criminal activity, fraud, or any nuisances.
7. Collaboration with Law Enforcement. The Authority will work closely with law enforcement agencies to support the enforcement of the Zero Tolerance Policy, and address crime patterns and other safety concerns.

\_\_\_\_\_  
Acknowledgement by Resident

\_\_\_\_\_  
Date

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Resident Printed Name

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Authority Property and Apartment No.

## EXHIBIT F

### HOUSING AUTHORITY PROPERTIES RESIDENT SERVICES BUILDINGS

#### ***“HOUSE RULES”***

<b>GROUP USE PRIORITIES</b>
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Permission for use of the Resident Services Buildings at any of the Palm Desert Housing Authority (“Authority”) Communities shall be granted to the following on a first-come/first-served basis, subject to the following priorities.

1. Authority Community Leasing Office Activities or Meetings.
2. Authority Community Residents Activities and Programs organized or approved by the Property Manager (may include daily routine activities).
3. City of Palm Desert, Successor Agency to the Palm Desert Redevelopment Agency, and Authority meetings or activities.

## RESIDENT SERVICES BUILDINGS

### HOUSE RULES

1. Operations Hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except City observed Holidays which are as follows: New Year's Day, New Year's Eve, Martin Luther King Jr. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, and Christmas Eve. The Executive Director, at his/her discretion, may authorize alternate operating hours from time to time with the proper facility supervision.
2. Conduct. Disorderly or illegal behavior is prohibited during any activities or programs in the Resident Services Buildings.
3. Smoking. Smoking is not allowed inside the Resident Services Buildings and within 40 feet of any entrances or exits, or as prescribed by state, or local law.
4. Animals. Only animals authorized under the Animal Policy, are permitted on the Resident Services Buildings property.
5. Food & Drink. No food or drink is allowed inside the Resident Services Buildings building except during organized events or functions.
6. Alcohol & Substance. Alcoholic beverages and controlled substances are strictly prohibited on the Resident Services Buildings property.
7. Lost or Stolen Items. The Resident Services Buildings is not responsible for any lost or stolen items. It is recommended not to bring of valuables into the building or on the premises.
8. Respect for Residents. Access to the Resident Services Building involves walking through residential areas. Be considerate of the quiet enjoyment of surrounding Residents at all times.
9. Approval for Equipment & Services. Written approval from the Manager is required for any equipment or services brought into the building that are not directly provided by the Resident Services Buildings.
10. Children and Youth Supervision. Children under 10 must be accompanied by an adult (18 or older).within close proximity (within arm's-distance). For Youth organizations (ages 11-18), there must be one adult for every five minors in

attendance, and the adult(s) must remain in the Resident Services Buildings for the entire activity.

11. The Resident Services Buildings is offered for gatherings and events in its current condition. Users must not alter the setup of the facility by moving or removing any provided furniture or fixtures (e.g. tables, chairs, etc.). Similarly, no additional fixtures may be brought in or added. Decorations on walls, tables and other surfaces must remain as originally placed and cannot be altered or covered. If there are any questions regarding this guidelines, please contact the Manager before the event. The Manager reserves the right to inspect the Resident Services Buildings during use to ensure compliance. Failure to follow these rules may result in immediate cancellation or revocation of the event at the Manager's discretion.
12. The use of tape, nails, tacks, putty, screws, staples, decals, powders, wax, paint, or any other similar material is prohibited on the walls, floors, ceilings or fixtures. Throwing rice, birdseed, confetti, glitter or similar substances inside or outside the building is also prohibited. Smoke or fog machines are not allowed. Music devices may be permitted with prior written approval from the Manager.
13. All facility users must be aware of and adhere to the maximum occupancy limits of **the Resident Service Building**. These limits not be exceeded. Doors must remain unlocked during event hours.
14. In addition to these House Rules, all users must comply with applicable ordinances of the City of Palm Desert, as well as state and federal laws. Any failure to comply with these regulations may may result in the user being prohibited from accessing **the Resident Service Building**.
15. Users of the facility are prohibited listing the City of Palm Desert, the Successor Agency, or the Authority as a sponsors for any event or activities, and may not include the Resident Services Buildings phone number as a contact in any promotional materials. The Manager may request copies of any promotional materials related to an event or activities. Failure to comply with such a requests may result in the cancellation of the event.
16. Parking is not available on-site. All facility users will be required to make their own provision for parking.
17. Facility users are responsible for cleaning up after each event or activities. Tables and chairs must be wiped clean before leaving the premises.
18. The City of Palm Desert, the Successor Agency, and the Authority assume no legal responsibility and are not liable for personal injuries, thefts or losses of

private property while on or using the Resident Services Buildings and associated facilities.

19. All facilities and equipment must be returned to their original condition following use.

Any violation of these rules during occupancy may result in the denial future use of the Resident Services Buildings by the organization.<sup>21</sup> Failure to comply with these rules, local ordinances, or regulations, of the City of Palm Desert may result in the denial of future access to the Resident Services Buildings facility.

22. Any incidents of fighting, vandalism or inappropriate behavior during an event will result in immediate cancellation of the event.

I, the undersigned, acknowledge that I have read all the rules listed above regarding the use of the Resident Services Buildings and agree to abide by such rules and regulations as set forth by the Palm Desert Housing Authority.

Resident Signature: \_\_\_\_\_

Resident (Printed) Name: \_\_\_\_\_

Authority Property: \_\_\_\_\_

Apartment Number: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT G**

### **SMOKE-FREE POLICY**

#### **PURPOSE**

##### **Section 1. Findings**

Section 1.1 On December 10, 2009 the City of Palm Desert (the “City”) approved Ordinance No. 1200 regulating smoking throughout the City to promote public health, safety, and welfare by discouraging the inherently dangerous behavior of smoking around non-smokers, especially children; and by protecting the public from exposure to secondhand smoke where they live, work, and play.

Section 1.2 In accordance with the purposes of Ordinance No. 1200, as amended, the Palm Desert Housing Authority (the “Authority”) has declared all of the owned, operated, restricted or otherwise controlled Authority Properties (“Authority Properties”) to be smoke free communities to insure the quality of air and the safety of its residents.

Section 1.3 Ordinance No. 1200 and this policy recognize there is no constitutional right to smoke.

Section 1.4 The efforts to designate Authority Properties as smoke-free does not make the Authority or any of its managing agents the guarantor of health of any person or the smoke-free condition of any property. The Authority will take reasonable steps to enforce the Smoke-Free Policy but shall not be required to take to take any action unless the Authority or any of its managing agents has actual knowledge of the smoking and the identity of the responsible resident.

##### **Section 2. Definitions**

- A. “Affordable Residential Community” means a residential property containing two (2) or more units that are owned, operated and restricted or otherwise controlled by the Authority.
- B. “Authority Property (-ies)” means any community owned, operated restricted or otherwise controlled by the Authority from time to time.
- C. “City” means the City of Palm Desert, and its related entities including the Authority.
- D. “Community” see definition for Affordable Residential Community.
- E. “Reasonable distance” means a distance of twenty (20) feet from the community, or such larger area as the City Manager/Executive Director reasonably determines in writing to be necessary in a given circumstance to ensure that occupants of the

Affordable Residential Community an area in which smoking is prohibited are not exposed to secondhand smoke created by smokers outside the area.

- F. "Resident" means anyone included on a current lease agreement for any unit in an Authority Property.
- G. "Secondhand smoke" means smoke or vapor from tobacco, nicotine products, any weed, plant or product created by the burning, carrying, or operating of any lighted pipe, hookah, cigar, cigarette, cannabis product, other tobacco product, electronic cigarette or similar kind of smoking equipment, and the smoke or vapor exhaled by an individual who engages in smoking.
- H. "Smoke-free Community" means that smoking is prohibited in all areas of the community, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevators, within the interior of all units, and within the perimeter outside of the buildings including entry ways, porches, balconies, and patios (to be established in accordance with this policy).
- I. "Smoking" or to "Smoke" means holding, possessing, or operating any lighted pipe, hookah, cigar, cigarette, cannabis product, other tobacco product, electronic cigarette or similar kind of smoking equipment that is emitting smoke or vapor from tobacco, nicotine products, any weed, plant or other product.

### **Section 3. Smoking Regulation**

Section 3.1 Smoking is prohibited in all areas of an Affordable Residential Community owned, operated, restricted or otherwise controlled by the Authority.

Section 3.2 "No Smoking" signs will be posted at the entrance area of each Affordable Residential Community.

Section 3.3 All residents of an Affordable Residential Community are required to sign an acknowledgement that they have received and read a copy of this policy and that they will observe all rules related to smoking.

Section 3.4 Residents are responsible for the actions of their household, their guests, and visitors.

Section 3.5 Failure to adhere to any of the conditions of this policy will constitute both a material non-compliance with the rental/lease agreement and a serious violation of the rental agreement.

Section 3.6 Residents will be responsible for all costs to remove smoke, odor, or residue upon any violation of this policy.

Section 3.7 Any resident who smells smoke in an Affordable Residential Community or otherwise observes a violation of this policy should report this to the Authority Property

manager as soon as possible. No person shall harass or attempt to intimidate any person seeking to obtain compliance with this policy.

Section 3.8 This policy does not require residents to quit smoking in order to live in an Authority Property. Authority staff will provide information regarding smoking cessation resources to residents who wish to quit smoking.

**Section 4. Implementation Timeline and Procedure**

Section 4.1 This policy shall be implemented as follows:

All Affordable Residential Communities owned, operated, restricted or otherwise controlled by the Authority will be 100% smoke free from the date this resolution is implemented, provided the Authority has satisfied all notice requirements provided under the laws of the State of California.

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**RESIDENT ACKNOWLEDGEMENT**

As head of household, I hereby acknowledge that I have received, read, and that I understand the above smoking policy and I agree to abide by the provisions. I understand acknowledge that failure to comply with any part is cause for termination of my lease.

Resident Signature: \_\_\_\_\_

Resident (Printed) Name: \_\_\_\_\_

Authority Property: \_\_\_\_\_

Apartment Number: \_\_\_\_\_

Date: \_\_\_\_\_