

POLICY  
FOR THE  
MANAGEMENT OF  
HOUSING AUTHORITY-OWNED  
PROPERTIES

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# POLICY FOR THE MANAGEMENT OF HOUSING AUTHORITY-OWNED PROPERTIES

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

## 1.0 APPLICANT AND TENANT RIGHTS

**Confidentiality.** The Housing Authority will maintain the confidentiality of applicant and tenant information as outlined in the Administrative Plan.

**Equal Opportunity.** The Housing Authority will ensure equal opportunity and nondiscrimination on grounds of race, color, religion, national origin, sex, sexual orientation, familial status, physical or mental disability, or age from participating in, or benefiting from, any Housing Authority program. Also refer to Appendix A.

## 2.0 REASONABLE ACCOMMODATION

When the Housing Authority has received and verified the need for a reasonable accommodation, the Housing Authority will respond as quickly as possible. The Housing Authority will ask the Applicant what specific accommodation is being requested. If the disability for which the reasonable accommodation is being requested is not obvious, the Housing Authority will seek verification from a third party of what accommodation is appropriate. If the Housing Authority finds the requested accommodation reasonable, it will be provided.

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

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

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

The LAP is available to the public at the Housing Authority office.

## 4.0 MANAGED HOUSING UNITS

### 4.1 Occupancy Limits

The size of the unit will determine the maximum number of household members who can reside in the unit without a reasonable accommodation.

The size limits are:

No. of Bedrooms	Square Footage	Max. No. of Persons
0	< 500 sq. ft.	1
0	= > 500 sq. ft.	2
1	< 650 sq. ft.	2
1	= > 650 sq. ft.	3
2	< 1200 sq. ft.	4
2	= > 1200 sq. ft.	5
3	< 1300 sq. ft.	6
3	= > 1500 sq. ft.	7
4	< 1500 sq. ft.	8
4	= > 1500 sq. ft.	9
5	< 1700 sq. ft.	10

These standards do not count a Live-in Aide as a family member as the Live-in Aide requires a separate bedroom. [Note: Renumbering will take place if this change is adopted.]

#### **4.2 Filling Vacant Units**

In general, vacant units will be filled in the order in which they were vacated. For example, if an applicant is eligible for a three-bedroom unit and there are two such units available, the applicant will be offered the unit that has been vacant for the longest period of time. If the applicant refuses this unit, the applicant will be offered another unit at another site.

If the applicant refuses a unit at a site, the applicant will be removed from the site-specific waiting list.

#### **5.0 TAKING APPLICATIONS**

The application constitutes the basic record of each Applicant for admission. Each Applicant is required to supply the information requested on the application form, including declaring any preference(s) to which the family believes it qualifies, and to certify the accuracy of the information provided. The Housing Authority reserves the right to verify the information.

#### **5.1 Application Process**

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

As the need arises, the Housing Authority will open the applicable Affordable waiting list or Independence Plaza (IP) Market Rate list to accept pre-applications. The Housing Authority may take applications in a variety of ways, including:

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

When opening a waiting list, the Housing Authority will provide all relevant information, including dates and times applications will be accepted, what

preferences may be claimed, and any criteria specific to a unit or complex (e.g., applicants for all IP units must have a head of household that is 62 years of age; other family members must be at least 45 years of age).

Persons with disabilities who require a reasonable accommodation to complete an application may call the Housing Authority to make special arrangements. The Housing Authority uses either its TDD line or the California relay system for individuals who are hearing-impaired.

Completed applications will be dated and time stamped upon return to the Housing Authority. In the case of a lottery, the order in which the Applicants are randomly selected will be used in lieu of the date and time stamp.

## **5.2 Waiting Lists**

The Housing Authority maintains several waiting lists:

- Section 8 Housing Choice Voucher – Refer to the Administrative Plan.
- Section 8 Project-based Voucher lists – Refer to the Administrative Plan.
- Independence Plaza Affordable – This list is used to fill the 128 units designated for very low and low income seniors.
- China Clipper Plaza Affordable – This list is used to fill non-Section 8 HOME units at this site.
- Condos Affordable – This list is used to fill the seven condominiums in the HOME program. These units are for seniors only.
- Lincoln House Affordable – This list is used to fill HOME units at this site.
- Sherman Street Affordable – This list is used to fill units at this site.
- Independence Plaza (IP) Market Rate – This list is specifically used to fill units not designated as “affordable” at Independence Plaza, the “market rate” units.

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

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

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

1. Residency preference. Any person living, working, or staying in a homeless shelter in the city of Alameda. (6 points)
2. Family preference. Any person who is a senior (62 years of age or older), a family where the head of household or spouse is disabled, or a family with two or more members. (3 points)

3. Veteran's preference. This preference applies to a member of the military, a veteran who was discharged or released under conditions other than dishonorable, or a surviving spouse (i.e., a person who was the spouse of a veteran at the time of the veteran's death and who has not remarried or (in cases not involving remarriage) has not since the death of the veteran lived with another person and held himself or herself out openly to the public to be the spouse of such other person. (2 points)

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

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

#### **5.4 Reporting Changes**

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

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

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

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

The family must sign the Authorization for Release of Information/Privacy Act Notice and the Applicant's/Tenant's Consent to the Release of Information forms. A family's refusal to sign these consent forms and to supply required information will result in denial of eligibility.

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

#### **5.6 Applicant Interviews**

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

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

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

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

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

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

## **6.0 RIGHT OF REFUSAL**

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

If the Applicant is unable to move at the time of the offer and presents clear evidence (i.e., "good cause"), which substantiates this situation to the Authority's satisfaction. Good cause is defined in Section 4.7

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

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

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

## **6.1 Accommodation for the Disabled**

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

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

## **7.0 NOTIFICATION OF NEGATIVE ACTIONS**

The Housing Authority will notify applicants whose names are being removed from the waiting list in writing that they have 14 calendar days from the date of the written correspondence to request an informal review and to present mitigating circumstances. The letter also will indicate that the Applicant's name will be removed from the waiting list for failing to respond within 14 calendar days.

## **8.0 ELIGIBILITY FOR ADMISSION**

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

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

### **8.1 Eligibility Criteria**

**Income Eligibility.** A family may not be admitted to any managed housing complex without meeting the income requirements. Income eligibility varies with the housing program, generally because of the type of funding used to finance the purchase of the complex. Social Security Numbers are required for all family members. Refer to Appendix B.

**Citizenship/Eligibility Status.** To be eligible, each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)). Under the Section 8 program, mixed families are permitted.

**Signing Consent Forms.** Each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more

consent forms. The authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

**Suitability.** Applicant families will be evaluated to determine whether, based on their recent behavior, they could reasonably be expected to comply with the lease. The Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the community's environment, other tenants, Housing Authority employees, or other people residing in the immediate vicinity of the property. Families will be denied admission if they fail to meet the suitability criteria.

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

1. History of meeting financial obligations, especially rent;
2. Ability to maintain (or with assistance would have the ability to maintain) housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
4. History of disturbing neighbors or destruction of property;
5. Having committed fraud; and
6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

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

1. A credit check of all adult family members;
2. A rental history check of all adult family members;
3. A criminal record check and a check of the State's lifetime sex offender registration program on all adult household members, including live-in aides. This check will be made through local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the Federal Bureau of Investigation's National Crime Information Center; and
4. A home visit. The home visit provides the opportunity for the family to demonstrate its ability to maintain a home in a decent and safe manner. This inspection considers cleanliness and care of the unit. The inspection also may consider any evidence of criminal activity.

## **9.0 GROUNDS FOR DENIAL OF TENANCY**

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

1. Failure to meet any of the eligibility criteria, including the following:
  - One eviction within the past four years; however, the Housing Authority will consider extenuating circumstances (e.g., owner foreclosure, illness that results in substantial medical costs, recent positive references from landlords).
  - Credit history that shows an accumulation of debt of \$6,000 or more or more than half of credit accounts showing poor credit ratings or charge-offs. Exceptions may be granted for debt accumulated as the result of illness/hospitalization or student debt and/or recent positive references from landlords.
  - Involuntary termination of assistance from any government-subsidized housing unit in the last three years or having committed fraud, bribery, or any other corrupt or criminal act related to such programs.
  - Engaging in drug-related criminal activity currently or within the past three years or pattern of alcohol or drug use that may threaten the healthy, safety, or peaceful enjoyment of the premises by other residents based on credible evidence.
  - Any conviction of drug-related criminal activity for the production or manufacture of methamphetamine.
  - Any household member subject to a lifetime registration under a state sex offender registration program.
  - Owes rent or other amounts to a previous landlord, including a housing authority.
  - Has breached the terms of a payment agreement with the Housing Authority, unless the family repays the full amount of the debt covered in the agreement prior to being selected from the waiting list.
2. Not supplying requested information or documentation, or complete and true information;
3. Refusing to sign consent forms for obtaining information.

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

## **9.1 Victims of Domestic Violence**

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

victim of domestic violence, dating violence, or stalking. Refer to the Administrative Plan for additional information.

## **9.2 Mitigating Circumstances**

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

## **10.0 UPDATING THE WAITING LIST**

The Housing Authority will update waiting lists at least bi-annually to ensure that the pool of applicants reasonably represents the interested families for whom the Housing Authority has current information (i.e., applicant's address, family composition, income category, and preferences).

## **11.0 VERIFICATIONS**

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

- Up-front Income Verification (UIV)
- Third-party Written Verification
- Third-party Oral Verification
- Review of Documents
- Self-Certification

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

### **11.1 Family Verifications**

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

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

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

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

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

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

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

**Disabilities.** The Housing Authority will verify a claimed disability. The Housing Authority may inquire about the disability to determine if the applicant:

- Is able to meet the requirements of tenancy.
- Is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability.
- Is qualified for a priority available to persons with disabilities or to persons with a particular type of disability.
- Is a current illegal abuser or addict of a controlled substance.

The Housing Authority will not inquire about the nature or extent of a person's disability or a person's diagnosis or details of treatment for a disability or medical condition. If the Housing Authority receives a verification document that provides such information, the Housing Authority will not place this information in the tenant file. Under no circumstances will the Housing Authority request a participant's medical record(s).

**Citizenship or Eligible Immigration Status.** The Housing Authority will not provide housing assistance to persons who are not citizens, nationals, or eligible immigrants, except under the Section 8 mixed family provision. The Housing Authority requires a declaration for each family member who claims to be a U.S. citizen, national or eligible immigrant. The declaration must be signed personally by any family member 18 or older and by a guardian for minors. The Housing Authority may request verification of the declaration by requiring presentation of a birth certificate, United States passport or other appropriate documentation.

## 11.2 Preferences

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

- Telephone bill (not cell phone)
- Utility bills
- Written verification from an employer that a family member is employed or has been notified that they are hired to work in Alameda
- Signed statement from a homeless shelter employee.

If, at the time of application, the applicant is staying in a shelter that is not located in Alameda and the applicant's last permanent address was in the city of Alameda, the applicant will be given the residency preference.

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

- DD214 form to verify veteran and honorable discharge status of a family member or the spouse of a deceased veteran. Merchant Marines who served

in active oceangoing service from December 7, 1941, to August 15, 1945, are considered veterans.

- U. S. military card to verify current military service.

**Family Preference.** This preference applies only to the ~~Section 8~~ and Affordable waiting lists. Verification for this preference will be completed in conjunction with family verifications.

### 11.3 **Income**

Income reported by the family will ~~must~~ be verified. Social security numbers are gathered to verify employment or other sources of income.

**Social Security Numbers.** Every family member age six and above, and live-in aide, must provide documentation of a valid social security number (SSN). If the family reports a SSN, but cannot provide acceptable documentation of the number, the Housing Authority will require a self-certification stating that documentation of the SSN cannot be provided at this time. The Housing Authority will require documentation of the SSN within 30 calendar days from the date of the family member's self-certification mentioned above. The self-certification must be executed by the adult family member or the parent or guardian of the minor. Self-certifications will not be accepted for live-in aides. The AHA will instruct the family to obtain a duplicate card from the local Social Security Administration (SSA) office.

If the family is an applicant, assistance will not be provided until proper SSN documentation is provided for all adult and/or employed members of the household including live-in aides. If an adult or other employed family member obtains a SSN after admission to the program, the new SSN must be provided to the Housing Authority at the next regularly scheduled reexamination. Social security numbers will be verified only once.

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

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

- An audited financial statement for the previous fiscal year. If an audit was not conducted, a statement of income and expenses must be submitted and the business owner or self-employed person must certify to its accuracy.
- All schedules completed for filing federal and local taxes in the preceding year.

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

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

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

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

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

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

Other methods of obtaining this information might includes a copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules, copy of the latest check and/or payment stubs, or the family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

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

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

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

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

**Net Income from Rental Property.** The family must provide:

- A current executed lease for the property that shows the rental amount or certification from the current tenant; and
- A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with Schedule E (Rental Income). If Schedule E was not prepared, the Housing Authority will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including, tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

**Retirement Accounts.** The Housing Authority will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

### **11.5 Mandatory Deductions**

Refer to the Administrative Plan for deductions related to Section 8 Housing Choice Voucher holders or tenants for the Section 8 project-based voucher program.

## **12.0 TENANT RENT**

### **12.1 Rent Amount**

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

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

Independence Plaza Affordable Units: Local Tax Increment – There are flat rents regulated by State law (Health and Safety Code, Section 50053) for the 92 units designated for very low-income applicants and 36 units designated for low-income applicants.

Market Rate Units: Annually, a market survey will be conducted and reasonable, comparable rents will be established.

Other Non-subsidized Units: Affordable flat rents, equivalent to the High HOME Rent levels, are set for these units. Gradual implementation is anticipated for existing tenants to minimize the effect of the change.

### **12.2 Paying Rent and Other Charges**

**Rent.** Rent is payable in full on the first day of each month. Payments will be accepted from 8:30 a.m. to 4:00 p.m., Monday through Friday, except posted holidays. Payment may be made by mail or in person at the Housing Authority at 701 Atlantic Avenue, Alameda, CA 94501-2161. Payment may be made at other times by placing the payment in the mail slot.

**Maintenance and Repair Charges.** These charges are due and payable on the first day of the first month following the month in which the charges are posted. Residents who dispute maintenance charges may request a review by the Maintenance Manager, who will review the evidence of damage (e.g., photographs, repair bills, etc.). A determination will be made within 14 calendar days whether to retain, reduce, or eliminate the charges. This decision is final unless the charges result in a notice to terminate tenancy. In the case of a notice of termination, the resident may request an informal grievance hearing. Refer to Section 20.5.

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

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

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

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

**Installment payments.** Installment payments are permitted only when the Tenant has entered into a written payment agreement. Late charges do not apply when such a payment agreement is in place. Payment agreements are permitted in unusual circumstances. Refer to Section 18.

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

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

## **13.0 RENTAL AGREEMENTS**

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

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

The Housing Authority will enter into 12-month Rental Agreements with Applicants for HOME units and PBV units, and for units with HCV participants.

After the initial 12-month period, the rental agreement will be on a month-to-month basis. If it is a HOME unit, the change to a month-to-month basis will occur only by mutual agreement of the Housing Authority and tenant. Month-to-month Rental Agreements will be used for all other Applicants.

All adult members of the household are required to sign and, therefore, execute the Rental Agreement prior to move in. A copy will be provided to the Tenant. Other items also will be provided to new Tenants and will, at a minimum, include the Schedule of Charges for Maintenance Services and House Rules. These documents become part of the Rental Agreement.

### **13.2 Security Deposit**

In most cases, the Security Deposit will be equal to one month's rent and is due when the Rental Agreement is executed. If payment of the security deposit imposes a financial hardship, the Housing Authority may enter into a written agreement to allow for payment by installment.

No increase in security deposit will be required for Tenants in residence or in the event of a transfer at the Housing Authority's request. An exception is when a tenant moves from a non-Section 8 subsidized unit to a unit with a Section 8 subsidy. In such cases, the security deposit may be set at one month's rent or less depending on market conditions.

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

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

If a signer of the rental agreement is no longer a member of the household for any reason, the rental agreement will be cancelled and a new rental agreement executed by the head of household and by all remaining adult members of the household, provided the household is eligible for continued occupancy.

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

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

### **13.4 Reasonable Accommodations**

The Housing Authority, as landlord, will honor verified requests for a reasonable accommodation. The following are examples of actions the Housing Authority will take:

- Providing a unit with an extra bedroom if one is available in that complex or another complex. If one is not available, the tenant's name will go on a waiting list for the next available unit of the appropriate configuration.
- Moving a resident to a fully-accessible unit, upon availability.

- Installing fire alarms that alert with lights rather than sound when the resident has a hearing disability.
- Installing a wheelchair ramp to a unit.
- Installing grab bars in bathrooms.

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

Termination of a Tenant’s rental agreement will be in accordance with the provisions of the rental agreement and applicable state and federal law. Tenants may request an “Informal Grievance Hearing” (Appendix C) for eviction actions related to maintenance charges. The legal process also may include a civil court proceeding in which the Tenant has the opportunity to present a defense. If the eviction goes to court, the court will decide the rights of the Housing Authority and Tenant. If the tenant was a Section 8 participant, the Housing Assistance Manager or designee will be notified of the eviction.

### **14.0 TENANT PARTICIPATION PLAN**

The Housing Authority knows the value of involving residents in the day-to-day activities involving property management. As such, the Housing Authority will:

- Seek to build trusting relationships with tenants.
- Issue newsletters on a regular basis to inform and involve residents.
- Invite tenants to Town Hall/Budget meetings at least annually.
- Provide quality control inspections of property management and maintenance activities.
- Provide for the use of the Informal Hearing process when an eviction action is being taken for property damage.

### **15.0 RE-EXAMINATIONS**

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

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

#### **15.1 General**

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

**HOME Unit Tenants.** For those families residing in HOME units (e.g., all seven condominiums (various addresses), seven of the units at Sherman Street, 11 of the units at China Clipper Plaza, and the four units at Lincoln House), annual re-examinations take place; however, third-party verifications are required only every sixth year. In the other years, the resident and all adult family members

are required to complete a form declaring and certifying their income and family composition and to produce documents to verify the accuracy of this information.

**Independence Plaza Tenants.** Independence Plaza residents of affordable units will have a re-examination every two years. Hand-carried documentation is sufficient for this process.

**Non-Subsidized Unit Tenants.** Re-examinations are generally not required, but will be conducted if as determined necessary by the Executive Director.

## **15.2 Scheduling Re-Examinations**

The Housing Authority will schedule re-examination effective dates to coincide with the family's anniversary date, which is defined as the family's initial move in or admission date plus the number of months to the first re-examination (i.e., 12 months for the HOME program and 24 months for Independence Plaza affordable units). The Housing Authority also may schedule a re-examination for administrative purposes.

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

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

If the notice is returned by the post office with no forwarding address, a notice of termination will be sent to the family's address of record, as well as to any alternate address provided in the family's file.

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

If the family is unable to attend a scheduled interview, the family will have the opportunity to reschedule if there is good cause. (Refer to Section 4.7 for the definition of good cause.) If a family misses the scheduled interview without notifying the Housing Authority within 24 hours of the appointment, a notice of termination will be sent to the family's address of record, and to any alternate address provided in the family's file.

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

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

## **15.3 Conducting Re-examinations**

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

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

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

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

- Legal identity
- Age
- Social security numbers
- A person's disability status, unless a temporary disability was claimed
- Citizenship or immigration status

If adding a new family member to the unit causes overcrowding according to the occupancy standards, the Housing Authority will place the family on the transfer list to move to an appropriately-sized unit. If the family is in either the tenant-based or project-based voucher programs, refer to the Administrative Plan for additional information.

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

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

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

### **Independence Plaza Affordable**

Changes in rents may take place annually to keep up with the cost of maintaining the units while maintaining affordability for very-low and low-income seniors. If a resident's income increases from the very-low limit to the low limit, rent will increase to that limit. The tenant may be required to move but also may have the option to stay in the smaller unit. If the tenant's income increases beyond the low income limit, the tenant will be required to pay the market rate rent. The tenant's unit will be reclassified as a market rate unit and another market rate unit will be reclassified as a low-income affordable unit. The Housing Authority will provide tenants with a 60-day notice of rent changes.

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

Changes in rents may take place only on the anniversary date of the HAP contract. Housing Management staff, as owner, will submit a request for a rent increase to the Housing Assistance Manager or designee 60 days in advance of the anniversary date. The request will be accompanied by the independent entity's (i.e., Oakland Housing Authority) rent determination. If approved, the Housing Authority, as owner, will give tenants 30 days notice of the increase in rent.

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

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

## **16.0 REPORTING AND IMPLEMENTING CHANGES**

### **16.1 Overview**

Changes in the number of family members must be reported promptly. Income changes do not need to be reported between re-examinations; however, the Housing Authority will follow up with residents under specific circumstances as outlined in Section 15.5.

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

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

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

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

If the individual meets the Housing Authority's eligibility criteria and the unit can accommodate the additional member(s) of the household without overcrowding, the Housing Authority will provide written approval to the family. If the individual does not meet the Housing Authority's eligibility criteria or overcrowding results, the Housing Authority will notify the family in writing of its decision to deny approval of the new household member and the reasons for the denial. The

Housing Authority will make its determination within 14 calendar days of receiving all information that is required to verify the individual's eligibility.

If the addition would result in overcrowding of an Independence Plaza affordable unit, the Housing Authority will deny the request. If the addition would result in overcrowding of a one-bedroom market rate unit, the family will be added to the transfer list for a two-bedroom market rate unit within the Housing Authority's portfolio of properties with market rate units.

**16.3 Overcrowding.** Overcrowding is defined as exceeding the Housing Authority's occupancy standards as outlined in the Administrative Plan for the Section 8 Program.

#### **16.4 Reductions in Family Size**

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

If a change in family size results in the family being overhoused in a HOME unit, the Housing Authority will require the family to move to an appropriately-sized HOME unit if one is available. If an appropriately-sized HOME unit is not available among the Housing Authority's portfolio of HOME units, the family will be added to the appropriate transfer list.

Overhoused is defined as having a unit with fewest number of bedrooms that meets the occupancy standard outlined in the Administrative Plan for the Section 8 Program.

#### **16.5 Changes Affecting Income**

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

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

For implementation, refer to Section 14.4.

#### **16.6 Processing Income Changes**

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

If the Housing Authority determines that the income of an Independence Plaza family in an affordable unit exceeds the income limit, the family will pay the market rate rent. If the family is in a very-low income unit, the family may be

required to move to a market rate unit; otherwise, the unit will be reclassified as a market rate unit.

The Housing Authority will provide a 60-day notice of any rent increase.

## **17.0 UNIT TRANSFERS**

### **17.1 Emergency Transfers**

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

### **17.2 Immediate Administrative Transfers**

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

### **17.3 Regular Administrative Transfers**

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

### **17.4 Processing Transfers**

Families awaiting emergency transfers will be housed first, followed by families in the immediate transfer category and then the regular transfer category. Families on the transfer list will be housed prior to families on the waiting list. Within these categories, families are selected for transfer by date and time they were placed on the transfer list.

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

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

- Other families on the transfer list or waiting list that may need the unit.
- The family's composition and ages of members.
- The size of the bedrooms or if there is another room that could be used as a bedroom.

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

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

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

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

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

The Housing Authority will allow the family's security deposit to transfer from one unit to the other. Any tenant-caused damages which result in repair charges will be applied to the new unit as maintenance charges. Refer to Section 11.2 and 18 for additional information.

### **17.6 Tenants in Good Standing**

When the transfer is at the request of the family, it will not be approved unless the family is in good standing (i.e., the family is in compliance with its rental agreement and current in all payments to the Housing Authority).

### **17.7 Transfer Requests**

A tenant may request a transfer at any time. In considering the request, the Housing Authority may request additional information which may include a meeting with the tenant. The Housing Authority will review the request and respond within 14 calendar days with its decision to grant or deny the transfer request.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the family may request a review of the decision by the determining staff member's supervisor.

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

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will

create a property right or any other type of right for a tenant to transfer or refuse to transfer.

## **18.0 INSPECTIONS**

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

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

### **18.2 Annual Inspections**

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

Work orders will be submitted and completed to correct any deficiencies.

### **18.3 Preventive Maintenance Inspections**

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

### **18.4 Special Inspections**

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

### **18.5 Housekeeping Inspections**

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

### **18.6 Notice of inspection**

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

## **18.7 Emergency Inspections**

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

## **18.8 Move-out Inspections**

The Housing Authority conducts a move-out inspection after the tenant vacates to assess the condition of the unit and to determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. A mirror image of the form used when the tenant moved in will be used to examine the premises. These forms can be compared to determine what, if any, damage to the premises has occurred since move in that is not the result of normal wear and tear. This inspection and the comparison analysis becomes the basis for any claims that may be assessed against the security deposit.

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

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

When a resident owes money to the Housing Authority and is unable to pay the balance by the due date, the resident may request that the Housing Authority allow him or her to enter into a payment agreement. The Housing Authority has sole discretion of whether to enter into such an agreement.

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

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

1. Pays the debt in full; or
2. Enters into a payment agreement based on the Authority's payment schedule listed below (minimum monthly payment is \$25 per month) and pays at least 10 percent down initially within 14 calendar days of the payment agreement date. If the family is unable to make a 10 percent initial down payment, the Executive Director may approve a smaller initial down payment if the family can prove evidence of excessive hardship.

Upon receipt of the down payment, subsequent payments are due, in full, each month thereafter until the balance owed reaches \$0. A late or partial payment is

considered a missed payment. If a payment is not received according to the payment agreement terms, the total amount owed becomes due immediately. The balance of the debt must be paid in full or the tenant's tenancy will be terminated. Any exceptions to the guidelines specified above must be approved by the Executive Director.

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

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

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

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

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

If the Housing Authority owes an amount to a tenant, that amount will be paid within 30 days unless other arrangements are made between the Housing Authority and the tenant. Overpayments of rent or other charges made by a tenant will be used by the Housing Authority to offset any other amounts owed to the Housing Authority by that tenant. If the tenant has a notation such as "November rent payment" on the check or money order, this notation will be crossed out, unless the notation says to apply the amount to late charges, before being applied to other charges, such as maintenance charges.

Overpayment amounts will be applied first to rent due and then to other outstanding charges, not including late charges.

## **21.0 TERMINATION OF RENTAL AGREEMENT**

### **21.1 Termination By Tenant**

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

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

The Housing Authority will terminate the rental agreement for serious or repeated violations of the terms of the rental agreement. For the Section 8 program, refer to the Administrative Plan for information about exceptions under the Violence

Against Women Act and for definitions used in this section. Violations, that could result in termination, include but are not limited to, the following:

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

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

- a. Conviction of a misdemeanor or a felony involving drugs, including the manufacture of methamphetamines (e.g., felony possession of a controlled substance);
  - b. A pattern of arrests for drug use or possession or sale; or
  - c. A preponderance of evidence exists that a pattern of drug use or possession or use of alcohol that interferes with the health and safety or disturbs the peaceful enjoyment of the premises of others.
- L. Engaging in violent criminal activity.
  - M. Engaging in activity that results in a family member being subject to a state lifetime registration requirement for sex offenders.
  - N. Non-compliance with Non-Citizen Rule requirements;

- O. Permitting persons not on the lease to reside in the unit more than 14 days each year without the prior written approval of the Housing Authority;
- P. Engaging in or threatening abusive or violent behavior toward Housing Authority personnel; this includes shouting, threatening gestures, direct or veiled threats against personnel, following personnel; and
- Q. Other good cause.

### **21.3 Abandonment**

The Housing Authority will consider a unit to be abandoned when a resident has fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit.

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

### **21.4 Return of Security Deposit**

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

The Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within 21 days.

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

### **21.5 Right to Hearing**

Families whose tenancy is being terminated for maintenance charges may request in writing for an informal grievance hearing prior to the Housing Authority filing an eviction action (Appendix C).

## GLOSSARY

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

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

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

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

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

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

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

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

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

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

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

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

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

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

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

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

**Family:** includes but is not limited to a family with or without children; an elderly family; a near-elderly family; a disabled family; a displaced family; the remaining member of a tenant family; and a single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

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

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

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

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

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

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

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

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

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

**Person with Disabilities:** A person who:

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

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

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

B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:

1. Is expected to be of long–continued and indefinite duration;
2. Substantially impedes his or her ability to live independently; and
3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or

C. Has a developmental disability as defined in 42 U.S.C. 6001, Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states that a developmental disability is a severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. Is manifested before the person attains age 22;
3. Is likely to continue indefinitely;
4. Results in substantial functional limitation in three or more of the following areas of major life activity: (a) self care, (b) receptive and responsive language, (c) learning, (d) mobility, (e) self-direction, (f) capacity for independent living, and (g) economic self-sufficiency; and
5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

D. Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;

E. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and

- F. Means “individual with handicaps”, as defined in § 8.3 of this title for purposes of reasonable accommodation and program accessibility for persons with disabilities.

**Residency Preference:** A Housing Authority preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area (“residency preference area”). Work means gainfully employed for at least 20 hours per week and receiving ongoing monetary compensation for such work at an amount equal to or greater than the minimum wage as established by the State of California. Temporary Agency work may be considered employment in the city of Alameda if:

- a. The person is on ongoing assignment in Alameda, regardless of where the temporary agency is headquartered; or
- b. The temporary agency is located in Alameda and the person received payroll from Alameda, even if the actual assignment was elsewhere.

With the exception of temporary agency work, the actual place where work is performed, and not the location of the employer’s headquarters, shall serve as the basis for residency preference determination. Occasional, sporadic, undocumented or unpaid employment (volunteer work) are not considered gainful employment.

A homeless person or family may be considered a resident if the person/family resides in a facility located in the area which provides temporary or transitional shelter for homeless persons or if the family’s last permanent address was in the area.

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

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

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

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

**Threatening:** oral or written threats or physical gestures that communicate an intent to abuse or commit violence. Also see “Abusive or violent behavior.”

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

Appendix A  
**AFFIRMATIVE FAIR HOUSING MARKETING PLAN**

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

Project Description and Unit Mix/Accessibility

Name of Complex / Type	No. of Units	Income Limit	Accessibility Features
<b>Anne B. Diament Plaza, 920 Park Street*</b>			
0BR / 1Bath	51		Wheelchair lift in Community Room
1BR/1Bath	13		
2BR/1Bath	1	Manager's Unit	
Total ABD Units	65		
<b>China Clipper Plaza, 460 Buena Vista Avenue*</b>			
0BR /1Bath	3	3 Very Low	1 unit accessible
1BR/1Bath	15	and 8 HOME Low	
2BR/1Bath	9		
3BR/1Bath	1		
Total CC Units	28		
<b>Eagle Village, 700 blocks of Eagle and Buena Vista Avenues</b>			
1BR/1Bath	6	20% of	3 units accessible
2BR/1Bath	21	Units must	
3BR/2Bath	15	remain available	
Total EV Units	42	to Low income	
<b>Esperanza, corner of Third and Brush Streets</b>			
1BR/1Bath	12		6 units accessible
2BR/1Bath	1	Manager's Unit	
2BR/1Bath	29	80% of units	
3BR/1.5Bath	48	must remain	
4BR/2Bath	24	available to	
5BR/2Bath	6	Low-income	1 unit accessible
Total ESP Units	120		
<b>Independence Plaza, 703, 705, 707, 709, 711 Atlantic Avenue</b>			
1BR/1Bath	90	Very Low	8 units accessible
1BR/1Bath	30	Low	
1BR/1Bath	39	Market Rate	
2BR/1Bath	2	Very Low	1 unit accessible
2BR/1Bath	7	Low	1 unit accessible
2BR/1Bath	17	Market Rate	
2BR/1Bath	1	Manager's Unit	
Total IP Units	186		
<b>Lincoln House, 745 Lincoln Avenue</b>			
1BR/1Bath	2	All Units	1 unit accessible
2BR/1Bath	2	Very Low	
Total LH units	4		
<b>Lincoln/Willow, 2101 &amp; 2103 Lincoln Avenue, 1602 Willow Street*</b>			
1BR/1Bath	2	Very Low	
Total LW units	2		

<b>Parrot Gardens, 1800 blocks of St. Charles and Bay Streets</b>			
2BR/1Bath	6		
3BR/1Bath	2		
Total PG Units	8		
<b>Parrot Village, 1800 blocks of Wood, Chapin, and St. Charles Streets*</b>			
2BR/1Bath	10	20% of Units must	4 units accessible
3BR/2Bath	21	remain available	
4BR/2Bath	22	to Low-income	
Total PV Units	53		
<b>Rosefield Village, 700 blocks of Eagle and Buena Vista Avenues</b>			
1BR/1Bath	28		1 unit accessible
2BR/1Bath	17		1 unit accessible
4BR/3Bath	1		
Total RV Units	46		
<b>Senior Condos, 2000 block of Otis Dr (2 units), 1800 block of Shoreline Drive (1 unit), and 900 block of Shorepoint Court</b>			
1BR/1Bath	7	Very Low	
Total CO Units	7		
<b>Sherman Street Complex, 1416 Sherman Street</b>			
2BR/1Bath	9	7 Very Low and	
Total SHS Units	9	1 HOME Low	
<b>Stanford House, 1917 Stanford Street*</b>			
1BR/1Bath	1	2 Low and 2 Very Low Units	
2BR/1Bath	2		
3B/1Bath	1		
Total SH Units	4		
* Some units in these locations have project-based voucher (PBV) assistance attached in which case Section 8 income limits apply.			

### Qualifying for Residency

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

### Public Noticing and Outreach

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

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

1. Open the waiting list and advertise this opening by:

- \* Publishing a notice in local Alameda newspapers (e.g., *Alameda Journal* and *Alameda Sun*);
- \* Posting a notice in the Housing Authority office; and
- \* Posting a notice on the Housing Authority's website.

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

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

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

Refer to the Managed Housing Policy or Section 8 Administrative Plan.

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

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

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

**APPENDIX B**  
**INCOME LIMITS**

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

**HOME PROGRAM**

Income Limits Categories

Income for Very Low and Lower by household size (number of family members:

	1	2	3	4	5	6	7	8
Lower	\$38,820	\$44,340	\$49,860	\$55,380	\$59,820	\$64,260	\$68,700	\$73,140
Very Low	\$32,350	\$36,950	\$41,550	\$46,150	\$49,850	\$53,550	\$57,250	\$60,950

## APPENDIX C

### INFORMAL GRIEVANCE HEARING PROCESS

#### PURPOSE

The purpose of this document is to provide a process to resolve disputes between the Housing Authority and tenants where a Housing Authority action to terminate tenancy may result in the tenant's eviction due to unpaid maintenance or repair charges.

#### APPLICABILITY

This process applies to all individual grievances between the tenant and the Housing Authority where an eviction is proposed for maintenance or repair charges. It will not apply to any other type of grievance concerning either an eviction for, or termination of tenancy including but not limited to any termination for any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other tenants or employees of the Housing Authority, OR an eviction or termination of tenancy for any drug-related criminal activity on or off such premises OR an eviction or termination for non-payment of rent.

#### PROCESS

Request for Grievance Process: The tenant must submit a written request to the Operations Manager within 14 calendar days after receipt of an eviction notice. The tenant should include the reason(s) for the grievance, and the action or relief sought.

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

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

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

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

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

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

The Authority will not commence an eviction action in a State or local court until it has served a notice to vacate on the tenant. In no event shall the notice to vacate be issued prior to a decision being made through this process.