

ADMISSIONS AND OCCUPANCY POLICY

SECTIONS 12.0 THROUGH 14.0

- 12.0 Determination of Total Tenant Payment and Tenant Rent
- 13.0 Leases and Rental Agreements
- 14.0 Continued Occupancy and Community Service for Esperanza Residents

12.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

12.1 FAMILY RENT CHOICES FOR ESPERANZA RESIDENTS

At admission and each year at the annual reexamination, each family is given the choice of having an income-based rent or flat rent amount.

- A. Families who opt for the flat rent will be required to undergo the income reexamination process every three years, rather than the annually.
- B. Families who opt for the flat rent may request to have a reexamination and return to the income-based rent at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
 - 3. Other circumstances creating a hardship on the family such that income-based rent would be more beneficial to the family.

12.2 INCOME-BASED RENT

The total tenant payment is equal to the higher of:

- A. 10% of monthly income; or
- B. 30% of adjusted monthly income

The family will pay the greater of the total tenant payment or the minimum rent.

In the case of an Esperanza family that has qualified for the income exclusion for working after receiving only welfare benefits, upon the expiration of the 12-month period described in the income exclusions section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month exclusion period, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

12.3 MINIMUM RENT

The Housing Authority has set the minimum rent at \$50.00 for Esperanza (public housing). Minimum rent includes tenant rent plus any utility allowance. However if the family requests a hardship exemption, the Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
1. When the family, with a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act, who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996 (§ 5.630(b)(1)), has lost eligibility for or is waiting for an eligibility determination for a Federal, State, or local assistance program;
 2. When the family would be evicted because it is unable to pay the minimum rent;
 3. When the income of the family has decreased because of changed circumstances, including loss of employment;
 4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
 5. When a death has occurred in the family.
- B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
- D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. Appeals. An Esperanza family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

12.4 THE FLAT RENT (ESPERANZA RESIDENTS ONLY)

The Housing Authority has set a flat rent for each size unit at Esperanza. In determining the flat rent amount, the Housing Authority considered the location, quality, and the size and type and age of the units; and any amenities, housing services, maintenance, and utilities provided. The Housing Authority does not pay a utility reimbursement for a family that has chosen to pay a flat rent for its home. The Housing Authority will post the flat rents at Esperanza.

Each family at Esperanza will be offered the opportunity, at the next annual reexamination or move-in, on or after October 1, 1999, to pay a flat rent or an income-based rent. Those families who chose flat rents will have their income reviewed every three years.

The family may switch from a flat rent to an income-based rent if the Housing Authority determines the family has a financial hardship circumstance. The financial hardship must include one in which the family's income has decreased:

- Loss or reduction in employment
- Death in the family where assistance has decreased
- Increased medical expenses, childcare or other allowable deductions

The Housing Authority will provide residents with sufficient information to make an informed choice by providing the income-based rent amount and the flat rent amount for the unit.

12.5 RENT FOR OTHER HOUSING AUTHORITY-OWNED AND MANAGED UNITS

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

Condominiums: HOME units with flat rents established for income-eligible applicants.

Independence Plaza: 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; 58 units have market rents.

Lincoln/Willow Complex: is for very low-income seniors, with a single flat rate for rent.

Stanford House: has flat rents on its four units, two for very low-income and two for low-income applicants.

Rents for Anne B. Diament Senior Plaza, Rosefield Village, Parrot Gardens, Parrot Village, and Eagle Village are based on the Section 8 Housing Choice Voucher Program. See the Section 8 Administrative Plan for further information.

China Clipper Plaza: 11 of the 26 units are HOME units, with flat rents established for income-eligible applicants. The remaining 15 units are market-rate units.

1416 Sherman Street: has seven HOME units for income-eligible applicants and two market rate units, all with flat rents.

745 Lincoln Avenue: all are HOME units, with flat.

12.6 RETAINED FOR FUTURE USE

12.7 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

A mixed family will receive full continuation of assistance if all of the following conditions are met:

- A. The family was receiving assistance on June 19, 1995;
- B. The family was granted continuation of assistance before November 29, 1996;
- C. The family's head or spouse has eligible immigration status; and
- D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance was granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. The Housing Authority will grant each family a period of six months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount

not exceeding the total of the amount the family pays for rent in the managed housing unit and utilities, plus 25 percent of the rent and utilities amount added together.

The family's assistance is prorated in the following manner:

- A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for the Housing Authority. The 95th percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

12.8 UTILITY ALLOWANCE

The Housing Authority has established a utility allowance for tenant-paid utilities. The allowance is based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the Housing Authority reviewed the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances are evaluated annually.

The utility allowance is subtracted from the family's income-based rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the Housing Authority. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant. The Flat Rent for Esperanza takes into account the estimated cost of utilities to the tenant; therefore, no further utility deductions are made.

For Housing Authority-paid utilities, the Housing Authority monitors utility consumption.

Any revisions in utility allowances become effective at each family's next annual reexamination.

Families with high utility costs are encouraged to contact the utility service provider for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

12.9 PAYING RENT

Rent and other charges are due and 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 holidays (as posted). 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.

Payment may be made by personal check, cashier's check or money order made payable to the Housing Authority. Cash will not be accepted.

Maintenance and repair charges are due and payable on the first day of the second month following the month in which the charges were incurred.

Installment payments

Installments are permitted only if the Tenant has an existing written payment agreement. Late charges do not apply when such an agreement is in place. Installment payment agreements are permitted only in unusual circumstances. If an installment is not received according to the payment agreement terms, the total amount owed becomes due immediately.

Returned Check Fees

A returned check charge will be assessed according to the Lease for any check returned by the bank for any reason. Submission of a bad check will require that all future payments from a Tenant to be made by money order or cashier's check 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 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.

Rent is due on the first day of the month. 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 of charges due without authorization from the Executive Director or designee.

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

13.0 LEASES AND RENTAL AGREEMENTS

13.1 EXECUTION OF ESPERANZA LEASE

The Housing Authority will enter into 12-month Leases with Applicants who will reside at Esperanza.

1. All adult members of the household are required to sign and, therefore, execute the Lease prior to actual admission. A copy is given to the Tenant (i.e. Lessee or Resident) and the Housing Authority retains the original.
2. The Schedule of Charges for Maintenance Services and the House Rules are provided to Tenants when they move in. These documents are posted publicly in a conspicuous manner in the Housing Authority office. These documents and other rules and regulations may be modified from time to time, provided at least a 30-day written notice is given to each applicable Tenant. This notice must advise the proposed modification, the reasons for the modification, and provide an opportunity for the Tenant to present written comments that will be taken into consideration before the modification is proposed to be effective.
3. Grievances or appeals concerning the obligations of the Tenant or the Authority under the lease provisions shall be processed and resolved in accordance with the Grievance Procedures of the Authority (Appendix E), which is in effect at the time such grievance or appeal arises, which procedure is incorporated in the Lease and provided to the Tenant. The Grievance Procedures are posted in the lobby of the Housing Authority.
4. All copies of Lease revisions are to be dated and signed by the Tenant and an authorized Authority employee.

13.2 SECURITY DEPOSIT

The Security Deposit is equal to one month's Total Tenant Payment and is due when the Lease or rental agreement is executed.

If the payment of the security deposit imposes a financial hardship, the 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.

Upon termination of a Lease or 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 LEASE OR RENTAL AGREEMENT

If a signer of the Lease or rental agreement is no longer a member of the household for any reason, the Lease or rental agreement will be cancelled and a new Lease or rental agreement executed by the head of household or, in the case of Esperanza, 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 lease or rental agreement will be cancelled and a new Lease or rental agreement executed for the unit to be occupied.

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

Before adopting any new lease form for the Esperanza complex, the Housing Authority will provide the appropriate notifications to residents and the Esperanza Resident Management Council and will consider their comments. Under these terms, the Housing Authority can modify the lease at any time during the lease term.

The lease may be modified at any time by written agreement (i.e., amendment) of the Esperanza tenant and the Housing Authority. The Housing Authority may terminate a tenancy if the tenant refuses to accept a revision to the lease after being given at least 60 days notice of its proposed effect and being allowed a reasonable time to respond to the offer.

13.4 TERMINATING A LEASE OR RENTAL AGREEMENT AND EVICTION

Termination of a Tenant's Lease or rental agreement will be in accordance with the provisions of the Lease or rental agreement and applicable state and federal law.

The Housing Authority may evict Tenants from the dwelling units through the appropriate legal process, which may include a civil court proceeding in which

the Tenant has the opportunity to present a defense. If it goes to court, the court will decide the rights of the Housing Authority and Tenant.

14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE FOR ESPERANZA RESIDENTS

14.1 GENERAL

In order to be eligible for continued occupancy at Esperanza, each adult family member must either (1) contribute eight hours per month of community service (not including political activities) within the community in which the public housing development is located, or (2) participate in an economic self-sufficiency program unless they are exempt from this requirement

14.2 EXEMPTIONS

The following adult family members of Esperanza tenant families are exempt from this requirement.

- A. Family members who are 62 years of age or older
- B. Family members with disabilities who are unable to perform any type of community service available
- C. Family members engaged in work activity
- D. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program
- E. Family members receiving assistance under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program
- F. Family members who participate in an Authority-recognized economic self-sufficiency program

14.3 NOTIFICATION OF THE REQUIREMENT

The Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement for Esperanza residents.

The Housing Authority shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to

claim and explain an exempt status and the process for changing the exemptions status of family members. The Housing Authority shall verify such claims for exemptions.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after October 1, 1999. For family's paying a flat rent, the obligation begins on the date the annual reexamination would have been effective had an annual reexamination taken place. It will also advise the Esperanza family that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

14.4 VOLUNTEER OPPORTUNITIES FOR ESPERANZA RESIDENTS

Community service includes performing work or duties in the public benefit that serve to improve the quality of life or enhance resident economic self-sufficiency, or increase the self-responsibility of the resident within the community.

An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of assisted families or to provide work for such families. These programs may include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The Housing Authority will create partnerships with public and private agencies to make opportunities available to residents., and supervising and record keeping for volunteers.

14.5 THE PROCESS

At the first annual reexamination for Esperanza residents on or after October 1, 1999, and each annual reexamination thereafter, the Housing Authority will do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions. Residents who are required to perform community service will be required to submit their Community Service Plan to the Housing Authority for approval before beginning the activity.
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.

- D. Thirty days before the family's next lease anniversary date, Housing Authority staff or the contractor volunteer coordinator will advise the Housing Authority employee conducting the reexamination whether each applicable adult family member is in compliance with the community service requirement.

14.5.1 ASSURING RESIDENT COMPLIANCE WITH ESPERANZA COMMUNITY SERVICE REQUIREMENT

If qualifying activities are administered by an organization other than the Housing Authority, the Esperanza family member who is required to fulfill a service requirement must provide signed certification to the Housing Authority by the administering organization that the family member has performed the qualifying activities.

14.6 NOTIFICATION OF NON-COMPLIANCE WITH THE ESPERANZA COMMUNITY SERVICE REQUIREMENT

The Housing Authority will notify any Esperanza family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure; and
- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

14.7 OPPORTUNITY FOR CURE

The Housing Authority will offer the Esperanza family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. Both the head of the household and the family member shall sign the agreement. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.

Housing Authority staff will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement or does not fulfill their obligation to participate in an economic self-sufficiency

program, the Housing Authority shall take action to terminate the lease unless the non-compliant family member vacates the household.