

ADMISSIONS AND OCCUPANCY POLICY

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15.0 RECERTIFICATIONS

At least annually, the Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine:

- 1) Rent the family will pay, and
- 2) Whether the family is housed in the correct unit size.

15.1 GENERAL

Generally, a re-examination is conducted every year; exceptions are noted below.

For Esperanza public housing families whose annual re-examination is effective after October 1, 1999, the Housing Authority will send a notification Completed verification form giving the family the option of selecting either the flat rent or income-based method of calculating rent. For those Esperanza families who choose the flat rent method of calculation, their re-examination will be conducted once every three years, unless the family requests a hardship reduction in rent.

For those families residing at the HOME units (e.g., all seven condominiums, seven of the units at 1416 Sherman Street, 11 of the units at 460 Buena Vista Avenue, and 745 Lincoln Avenue), their annual re-examination will be scheduled every six years. In the other years, the resident and all adult family members will be required to complete a form declaring and certifying their income and family composition.

Independence Plaza residents of affordable units will have a re-examination every two years.

The Completed verification form to all families will provide a date and time for the annual re-examination interview. If a family requests a reasonable accommodation for conducting the interview, the request will be granted based on prior knowledge of the family's situation, or documentation of new information.

The family will be required to submit all documents for required for determining eligibility at the time of the interview.

During the re-examination appointment with the family, the Housing Authority will determine whether family composition may require a transfer to a different unit size (number of bedrooms), and if so, the family's name will be placed on the transfer list.

15.1.1 SCHEDULING ANNUAL REEXAMINATIONS

The AHA must establish a policy to ensure that the annual reexamination for each family is completed *within* a 12-month period, and may require reexaminations more frequently. Those families at Esperanza who have opted for a flat rent will have their incomes reviewed every three years [refer to section 12.4].

The AHA will begin the annual reexamination process 120 days in advance of its scheduled effective date. Generally, the AHA will schedule annual reexamination effective dates to coincide with the family's anniversary date.

Anniversary date is defined as 12 months from the effective date of the family's last annual reexamination or, during a family's first year in the program, from the effective date of the family's initial examination (admission).

If the family moves to a new unit, the AHA will not perform a new annual reexamination.

The AHA also may schedule an annual reexamination for completion prior to the anniversary date for administrative purposes.

Notification of and Participation in the Annual Reexamination Process

The AHA is required to obtain the information needed to conduct annual reexaminations. How that information will be collected is left to the discretion of the AHA.

Families generally are required to participate in a reexamination interview every other year, which must be attended by the head of household, spouse, or cohead. If participation in an in-person interview poses a hardship because of a family member's disability, the family should contact the AHA to request a reasonable accommodation.

In years where the family is not required to participate in an interview, the annual reexamination will be conducted by mail. Notification of the reexamination will be sent by first-class mail and will inform the family of the information and documentation that must be provided to the AHA, and the deadline for providing it. Documents will be accepted by mail, by fax, or in person.

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.

An interview will be scheduled if the family requests assistance in providing information or documentation requested by the AHA.

Notification of reexamination interviews will be sent by first-class mail and will contain the date, time, and location of the interview. In addition, it will inform the family of the information and documentation that must be brought to the interview.

If the family is unable to attend a scheduled interview, the family should contact the AHA in advance of the interview to schedule a new appointment. If a family

misses the scheduled interview without notifying the AHA 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.

An advocate, interpreter, or other assistant may assist the family in the interview process.

15.1.2 CONDUCTING ANNUAL REEXAMINATIONS

As part of the annual reexamination process, families are required to provide updated information to the AHA regarding the family's income, expenses, and composition.

Families will be asked to bring all required information (as described in the reexamination notice) to the reexamination appointment or to supply all required information (as described in the reexamination notice) before the deadline specified in the notice in years in which no interview is required. The required information will include a AHA-designated reexamination form, an Authorization for the Release of Information/Privacy Act Notice, as well as supporting documentation related to the family's income, expenses, 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 AHA 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 in accordance with the policies in Section 11. 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 on an annual basis. These include:

- Legal identity
- Age
- Social security numbers
- A person's disability status
- Citizenship or immigration status

If adding a new family member to the unit causes overcrowding according to the occupancy standards, AHA must place the family on the transfer list for the family to move to an appropriately sized unit.

15.1.2 EFFECTIVE DATES

The AHA must establish policies concerning the effective date of changes that result from an annual reexamination.

In general, an *increase* in the family share of the rent that results from an annual reexamination will take effect on the family's anniversary date, and the family will be notified at least 30 days in advance.

If less than 30 days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the 30-day notice period.

If the family causes a delay in processing the annual reexamination, *increases* in the family share of the rent will be applied retroactively, to the scheduled effective date of the annual reexamination. The family will be responsible for any overpaid subsidy and may be offered a repayment agreement.

In general, a *decrease* in the family share of the rent that results from an annual reexamination will take effect on the family's anniversary date.

If the family causes a delay in processing the annual reexamination, *decreases* in the family share of the rent will be applied prospectively, from the first day of the month following completion of the reexamination processing.

Delays in reexamination processing are considered to be caused by the family if the family fails to provide information requested by the AHA by the date specified, and this delay prevents the AHA from completing the reexamination as scheduled.

15.2 INTERIM REEXAMINATIONS

15.2.1 OVERVIEW

Family circumstances may change throughout the period between annual reexaminations. HUD and AHA policies dictate what kinds of information about changes in family circumstances must be reported, and under what circumstances the AHA must process interim reexaminations to reflect those changes. HUD regulations also permit the AHA to conduct interim reexaminations of income or family composition at any time. When an interim reexamination is conducted, only those factors that have changed are verified and adjusted.

In addition to specifying what information the family must report, HUD regulations permit the family to request an interim determination if other aspects of the family's income or composition changes. The AHA must complete the interim reexamination within a reasonable time after the family's request.

This part includes HUD and AHA policies describing what changes families are required to report, what changes families may choose to report, and how the AHA will process both AHA- and family-initiated interim reexaminations.

15.2.2 CHANGES IN FAMILY AND HOUSEHOLD COMPOSITION

The AHA must adopt policies prescribing when and under what conditions the family must report changes in family composition. However, due to family obligations under the program, the AHA has limited discretion in this area.

The AHA will conduct interim reexaminations to account for any changes in household composition that occur between annual reexaminations.

New Family Members NOT Requiring Approval

The addition of a family member as a result of birth, adoption, or court-awarded custody does not require AHA approval. However, the family is required to promptly notify the AHA of the addition.

The family must inform the AHA of the birth, adoption or court-awarded custody of a child within 14 calendar days.

New Family and Household Members Requiring Approval

With the exception of children who join the family as a result of birth, adoption, or court-awarded custody, a family must request AHA approval to add a new family member or other household member (live-in aide or foster child).

When any new family member is added, the AHA must conduct a reexamination to determine any new income or deductions associated with the additional family member, and to make appropriate adjustments in the family share of the rent and the HAP payment.

If a change in family size causes a violation of occupancy standards, the AHA must place the family on the transfer list to move the family to an appropriately sized unit within the complex.

Families must request AHA approval to add a new family member, live-in aide, foster child, or foster adult. This includes any person not on the lease who is expected to stay in the unit for more than 14 consecutive days, or 30 cumulative days, within a 12-month period, and therefore no longer qualifies as a "guest." Requests must be made in writing and approved by the AHA prior to the individual moving in the unit.

The AHA will not approve the addition of a new family or household member unless the individual meets the AHA's eligibility criteria.

The AHA will not approve the addition of a foster child or foster adult if it will cause a violation of HQS space standards.

If the AHA determines an individual meets the AHA's eligibility criteria, the AHA will provide written approval to the family. If the approval of a new family member or live-in aide will cause overcrowding according to the AHA's occupancy standards, the approval letter will explain that the family will be issued another voucher and will be required to move.

If the AHA determines that an individual does not meet the AHA's eligibility criteria, the AHA will notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

The AHA will make its determination within 14 calendar days of receiving all information required to verify the individual's eligibility.

Departure of a Family or Household Member

Families must promptly notify the AHA if any family member no longer lives in the unit

Because household members are considered when determining the family unit size, the AHA also needs to know when any live-in aide, foster child, or foster adult ceases to reside in the unit.

If a household member ceases to reside in the unit, the family must inform the AHA 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 live-in aide, foster child, or foster adult ceases to reside in the unit, the family must inform the AHA within 14 calendar days.

15.2.3 CHANGES AFFECTING INCOME OR EXPENSES

Interim reexaminations can be scheduled either because the AHA has reason to believe that changes in income or expenses may have occurred, or because the family reports a change. When a family reports a change, the AHA may take different actions depending on whether the family reported the change voluntarily, or because it was required to do so.

AHA-Initiated Interim Reexaminations

AHA-initiated interim reexaminations are those that are scheduled based on circumstances or criteria defined by the AHA. They are not scheduled because of changes reported by the family.

The AHA will conduct interim reexaminations in each of the following instances:

For families receiving the Earned Income Disallowance (EID), the AHA will conduct an interim reexamination at the start and conclusion of the second 12-month exclusion period (50 percent phase-in period).

If the family has reported zero income, the AHA will conduct an interim reexamination every 3 months as long as the family continues to report that they have no income.

If at the time of the annual reexamination, tenant-provided documents were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, the AHA will conduct an interim reexamination.

The AHA may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint.

Family-Initiated Interim Reexaminations

The AHA must adopt policies prescribing when and under what conditions the family must report changes in family income or expenses. In addition, HUD regulations require that the family be permitted to obtain an interim reexamination

any time the family has experienced a change in circumstances since the last determination.

Required Reporting

HUD regulations give the AHA the freedom to determine the circumstances under which families will be required to report changes affecting income.

Families are required to report all increases in income, including new employment, within 14 calendar days of the date the change takes effect.

The AHA will conduct interim reexaminations for families that qualify for the earned income disallowance (EID), and only when the EID family's share of rent will change as a result of the increase. The AHA also will conduct an interim reexamination if the tenant reports an increase in gross income of \$200 per month or more. If the result is an increase in the tenant's portion of the rent, the increase will be effective on the first day of the second month following the month in which the change occurred.

In all other cases, the AHA will note the information in the tenant file, but will not conduct an interim reexamination.

Optional Reporting

The family may request an interim reexamination any time the family has experienced a change in circumstances since the last determination. The AHA must process the request if the family reports a change that will result in a reduced family income.

If a family reports a decrease in income from the loss of welfare benefits due to fraud or non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program, the family's share of the rent will not be reduced.

15.2.4 PROCESSING THE INTERIM REEXAMINATION

Method of Reporting

The family must notify the AHA of all changes by submitting a Tenant Report of Change form.

Generally, the family will not be required to attend an interview for an interim reexamination. However, if the AHA determines that an interview is warranted, the family may be required to attend.

Based on the type of change reported, the AHA will determine the documentation the family will be required to submit. The family must submit any required information or documents within 14 calendar days of receiving a request from the AHA. This time frame may be extended for good cause with AHA approval. The AHA will accept required documentation by mail, by fax, or in person.

Effective Dates

The AHA must establish the time frames in which any changes that result from an interim reexamination will take effect. The changes may be applied either retroactively or prospectively, depending on whether there is to be an increase or

a decrease in the family share of the rent, and whether the family reported any required information within the required time frames.

If the family share of the rent is to *increase*:

The increase generally will be effective on the first of the month following 30 days' notice to the family.

If a family fails to report a change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any overpaid subsidy and may be offered a repayment agreement.

If the family share of the rent is to *decrease*:

The decrease will be effective on the first day of the month following the month in which the change was reported and all required documentation was submitted. In cases where the change cannot be verified until after the date the change would have become effective, the change will be made retroactively.

16.0 UNIT TRANSFERS

16.1 RESERVED FOR FUTURE USE.

16.2 CATEGORIES OF TRANSFERS

Transfers may be granted to tenants under the following circumstances:

Emergency transfers. These 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.

Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization work to proceed.

Regular administrative transfers. These 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.

16.3 DOCUMENTATION

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

16.4 PROCESSING TRANSFERS

Families on the transfer list are sorted by date and time.

Families awaiting emergency transfers will be housed first, followed by families in the immediate transfer category. These families will be housed prior to any other families, including families on the waiting list. Families awaiting transfers for other administrative reasons will be transferred as appropriate units become available, leaving the vacated unit available for the next family on the waiting list.

Upon offer and acceptance of a unit, the family will execute all necessary documents and pay any rent and security deposit. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (e.g., key deposit and any additional security deposit owing) must be paid at the time of lease execution.

The following is the process for the rejection of an offer to transfer:

- A. 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 that the current unit is too small to meet the Housing Authority's occupancy standards, the family may request in writing to stay in the unit without being transferred so long as the occupancy will not exceed two people per living/sleeping room.
- B. If the transfer is being made at the Housing Authority's request and the rejected offer provides deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.

16.5 COST OF THE FAMILY'S MOVE

The cost of the transfer generally will be borne by the family in the following circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e., by the police);
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;

- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit.); or
- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Housing Authority in the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation activities; or
- B. When action or inaction by the Housing Authority has caused the unit to be unsafe or inhabitable.

The responsibility for moving costs in other circumstances will be determined on a case-by-case basis.

16.6 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 with the Housing Authority. This means the family must be in compliance with its rental agreement or lease and current in all payments to the Housing Authority.

16.7 TRANSFER REQUESTS

A tenant may request a transfer at any time. In considering the request, the Housing Authority may request a meeting with the tenant to obtain additional information. The Housing Authority will review the request in a timely manner 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 denial Completed verification form will advise that the family may request a review of the decision or, in the case of an Esperanza family, of its right to utilize the grievance procedure.

16.8 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.

17.0 INSPECTIONS

17.1 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 file.

17.2 ANNUAL INSPECTIONS

The Housing Authority will inspect each managed housing unit annually to ensure that each unit meets the Housing Authority's housing quality standards. Work orders will be submitted and completed to correct any deficiencies.

17.3 PREVENTATIVE MAINTENANCE INSPECTIONS

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; for leaks; the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

17.4 SPECIAL INSPECTIONS

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

17.5 HOUSEKEEPING INSPECTIONS

Generally, at the time of annual reexamination, or at other times as necessary, the Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

17.6 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.

17.7 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.

17.8 RETAINED FOR FUTURE USE

17.9 MOVE-OUT INSPECTIONS

The Housing Authority conducts a move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

18.0 PET POLICY FOR ESPERANZA

18.1 EXCLUSIONS

This policy does not apply to service animals, as defined by state and federal law, that are used to assist persons with disabilities, provided that a medical doctor provides a note stating that the service animal is for the purposes of assisting the tenant or applicant with a medically documented disabling condition. Nothing in this section shall be construed to imply that the medical doctor must provide the Housing Authority with confidential medical records. Service animals are allowed in all public housing facilities with no restrictions other than the requirement to obtain appropriate inoculations (see Paragraph 18.A.5) and those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors (see Paragraphs 18.A.7, 18.A.8, and 18.A.10).

18.2 PETS IN PUBLIC HOUSING

The Housing Authority of the City of Alameda allows for pet ownership in Esperanza with the written pre-approval of the Housing Authority. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold the Housing Authority harmless from any claims caused by an action or inaction of the pet.

18.3 APPROVAL

Residents must have the prior written approval of the Housing Authority before moving a pet into their unit. A signed Pet Agreement must be made a part of the lease prior to bringing any pet onto the premises. Residents must give the Housing Authority a photograph of the pet so it can be identified if it is running loose and must designate an alternate caregiver for the pet, to be notified in case of emergency. Depending upon the age of the pet, one or more photographs may be required as the pet matures.

18.4 TYPES AND NUMBER OF PETS

The Housing Authority of the City of Alameda will allow only common household pets. This means only common domesticated animals such as a dog, cat, small bird, fish in aquariums or a turtle will be allowed in units. If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern.

No birds of prey, or other dangerous animals as defined by the City of Alameda, may be kept. No ducks, geese, chickens, pigeons or doves are permitted. No snakes of any size or large reptiles (over three feet in length when fully-grown) are permitted.

Aquariums may be no larger than 40 gallons and must be sealed against all leakage. Bird cages may be no larger than four feet high by three feet wide by two feet deep, and must have a removable litter tray.

All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact.

A maximum of two (2) pets is permitted. (An aquarium counts as one pet.)

Any animal deemed to be potentially harmful to the health or safety of others, including attack- or fight-trained dogs, will not be allowed.

No animal may exceed **35** pounds in weight projected to full adult size.

18.5 INOCULATIONS

In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be filed annually with the Housing Authority to verify the inoculations.

18.6 PET DEPOSIT

A non-refundable pet deposit of **\$50.00** is required at the time of registering the pet. This deposit is to cover general costs to the Housing Authority associated with pet ownership. An additional refundable deposit of **\$100.00** is also required. This deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear. A separate deposit is required for each pet. An exemption from pet deposit charges will be made for fish in bowls of less than three-gallon capacity and for small birds, such as parakeets, canaries, or finches.

18.7 FINANCIAL OBLIGATION OF RESIDENTS

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages inside the unit or anywhere on Housing Authority property caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the Housing Authority reserves the right to exterminate and charge the resident.

18.8 NUISANCE OR THREAT TO HEALTH OR SAFETY

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move him/herself.

Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

18.9 DESIGNATION OF PET AREAS

Pets must be kept in the owner's unit or on a leash at all times when outside the unit. Tenants shall not alter their unit, patio or unit area to create an enclosure for an animal. No outdoor cages may be constructed.

Pet owners must clean up after their pets and are responsible for disposing of pet waste.

With the exception of assistive animals, no pets shall be allowed in the public areas of the complex, including the multi-use center, offices, or other public indoor areas.

Pets may not be left unattended in the public outdoor areas of the complex.

18.10 MISCELLANEOUS RULES

Pets, with the exception of caged birds and aquariums not causing a health hazard or nuisance, may not be left unattended in a dwelling unit for over **24** hours. If the pet is left unattended and no arrangements have been made for its care, the Housing Authority or its representatives will have the right to enter the premises and take the uncared for pet to be boarded at a local animal care facility at the total expense of the resident. The Housing Authority accepts no responsibility for the pet under such circumstances.

All pets must be provided with adequate food, water and shelter and must not be beaten, tortured, or otherwise mistreated.

Residents must take appropriate actions to protect their pets from fleas and ticks.

All dogs and cats over four months of age must be licensed and must wear a cat or dog license tag issued by the city.

Pets cannot be kept, bred or used for any commercial purpose.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner.

A pet owner shall physically control or confine his/her pet during the times when Housing Authority employees, agents of the Housing Authority or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.

It is the right of tenants and their guests to enjoy housing authority-owned properties without fear of injury from pets. Any pet that bites or scratches a tenant or guest must be excluded from the premises.

If a pet develops aggressiveness by attempting to attack or injure an individual, that animal shall immediately be excluded from the property until an administrative hearing is given to the tenant or applicant. The purpose of this hearing shall be to gather facts for the Housing Authority to decide the appropriateness of permanently excluding that specific animal from the property. Failure of tenants or applicants to attend the hearing or to reschedule the hearing date shall be grounds for the animal's permanent exclusion from the property.

If a pet causes harm to any person, the pet's owner may be required to permanently remove the pet from the Housing Authority's property within 24

hours of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

If a dog or cat bites a person, the animal must be quarantined for ten days in accordance with Alameda City ordinance.

A pet owner who violates any other conditions of this policy may be required to remove his/her pet from the development within 14 calendar days of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

The Housing Authority's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

18.11 VISITING PETS

Pets not owned by a tenant or not properly registered are not permitted in the complex or on complex grounds, except that pets will be permitted in the complex as part of visiting pet programs sponsored by the Humane Society or other volunteer groups with prior approval of the Housing Authority.

This section shall not apply to medically necessary service animals.

18.12 REMOVAL OF PETS

The Housing Authority of the City of Alameda, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the Housing Authority has permission to call the emergency caregiver designated by the resident or the local Animal Control Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.

19.0 PAYMENT OF AMOUNTS OWED THE HOUSING AUTHORITY

When a resident owes the Housing Authority back charges 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.

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

The Housing Authority may agree 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 or lease. If the amount owed is great 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 sign an amendment to the 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.

Residents of Esperanza, whose tenancy is subject to termination for failure to make a required payment on a payment agreement, have the opportunity to request a hearing as specified in the Grievance Procedure. Refer to Appendix E entitled, "Grievance Procedure" for additional information. Residents of complexes under the Section 8 Program, whose tenancy is subject to termination for failure to make a required payment on a payment agreement, may request an informal hearing. Refer to the section in the Administrative Plan entitled "Meetings, Informal Reviews and Informal Hearings" for additional information.

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

19.1 PAYMENT OF AMOUNTS OWED TENANTS

If the Housing Authority owes an amount to a tenant, that amount shall be paid within 30 days unless other arrangements are made between the Housing Authority and the tenant. Amounts owed to a tenant may be used by the Housing Authority to offset any amounts owed to the Housing Authority by that tenant.