

An Advocate's Guide to Public Housing Conversions Under Component 1 of the Rental Assistance Demonstration

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National Housing Law Project

703 Market Street, Suite 2000, San Francisco, CA 94103, 415-546-7000 tel, 415-546-7007 fax

This advocacy guide is designed to provide legal services attorneys and tenant advocates with information, guidance, model policies, and lessons learned from Rental Assistance Demonstration (RAD) conversions nationwide. This guide specifically discusses ways for advocates to ensure the long-term affordability and enforceable rights of tenants in RAD properties. If you have specific questions about topics discussed in this advocacy guide or other RAD technical assistance questions, please contact Jessica Cassella at jcassella@nhlp.org. This advocacy guide and other information about the RAD program are also posted on our website at <http://nhlp.org/RAD>.

Table of Contents

I. About This Advocacy Guide.....4

II. RAD: The Basics.....6

III. RAD Conversion Timeline: Securing Enforceable Tenant Protections at Each Stage of Conversion13

 A. Stage 1: PHA Evaluates RAD Feasibility and Submits RAD Application to HUD....13

 B. Stage 2: HUD Approves RAD Conversion and Issues CHAP23

 C. Stage 3: PHA, Developers Draft Key Documents and Policies for RAD Conversions

 1. What Substantive Issues Matter Most to the Residents You Serve?27

 2. Other RAD-Specific Substantive Issues27

 a. Tenant Rescreening.....28

 b. Relocation and Right to Return.....30

 c. Relocation Assistance36

 d. Demolition and Reduction of Units39

 e. Phase-In of Tenant Rent Increases.....41

 f. Tenant Organizations41

 g. Long-Term Public Ownership42

 h. Tenant Grievance Procedure.....49

 i. Waiting Lists.....53

 j. Student Eligibility56

 k. House Rules59

 l. Pet Policies.....60

 m. Utility Allowances60

 A. Stage 4: RAD Closing.....62

 B. Stage 5: Ongoing RAD Monitoring.....63

IV. Unresolved and Emerging RAD Issues67

 A. Transparency.....67

 B. RAD-MTW Overlapping Jurisdictions.....68

 C. Emergency Transfers During RAD Conversions and Unit Rehabilitation70

 D. Debts Owed by Tenants to PHAs Upon Conversion71

 E. Using RAD for Previously Demolished Units.....72

V. Key Next Steps for Advocates74

I. About This Advocacy Guide

This advocacy guide is designed to provide legal services attorneys and tenant advocates with information, guidance, model policies, and lessons learned from Rental Assistance Demonstration (RAD) conversions nationwide, with the goal of ensuring long-term affordability and enforceable rights of tenants in RAD properties. Section II of this guide provides an overview of the RAD program, including why RAD was enacted, information about the RAD authorizing documents, the main differences between converting to project-based rental assistance and converting to project-based vouchers under RAD, and how to find out if RAD is happening in your jurisdiction. Section III of this guide walks through the timeline for a RAD conversion, highlighting the key stages of conversion, and discusses opportunities to secure enforceable tenant protections at each stage. This section draws largely from HUD Notice PIH-2012-32 (HA) (REV-2) (“RAD Notice”), as well as lessons learned and examples of tenant-friendly language incorporated into RAD conversion documents nationwide. Section IV discusses emerging questions and unresolved issues that could impact tenants’ rights. Section V provides a checklist for advocates to use when becoming involved in their local RAD conversion, highlighting the major questions that advocates will want to ask. Finally, the Appendix contains examples of language and policies from RAD conversions nationwide that can be replicated to protect tenants in various jurisdictions.

Although the RAD program has two components, this advocacy guide only focuses on Component 1 of RAD. Under Component 1, only public housing units may convert to RAD.¹ The number of these conversions under Component 1 is currently capped at 185,000 units nationwide, and the converting units are chosen through a competitive selection process.² Under Component 2, only Section 8 Moderate Rehabilitation, Rent Supplement, and Rental Assistance Payment properties may convert to RAD. Unlike Component 1, there is no cap and thus no competitive selection process for the Component 2 conversions; however, the number of Component 2 conversions to project-based vouchers is subject to the availability of Tenant Protection Vouchers.³ While both Component 1 and Component 2 transactions are important,

¹ “While the RAD [authorization] statute, [[Consolidated and Further Continuing Appropriations Act, 2012, Pub. L. No. 112-55 \(Nov. 18, 2011\)](#)] as amended [by the [Consolidated Appropriations Act, 2014 \(Public Law 113-76, approved January 17, 2014\)](#) and the [Consolidated and Further Continuing Appropriations Act, 2015 \(Public Law 113-235, approved December 6, 2014\)](#)], contains language authorizing HUD to convert Section 8 Moderate Rehabilitation (Mod Rehab) projects (including Mod Rehab SROs) under the First Component, HUD is exercising its discretion to prioritize public housing conversions under the competitive requirements of this component . . . Mod Rehab conversions will now be processed exclusively under the Second Component of RAD, which is non-competitive.” [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#).

² [Consolidated and Further Continuing Appropriations Act, 2015](#), Public Law 113-235 (Dec. 6, 2014).

³ Tenant Protection Vouchers (TPVs) are vouchers issued to eligible tenants of certain properties when an event at the property would otherwise expose tenants to a loss of rental assistance, resulting in an increase in their housing costs. Such events include when a Rent Supplement or Rental Assistance Payment contract terminates due to expiration, prepayment of the underlying mortgage, or an enforcement action. HUD provides TPVs and funding to a voucher agency that has jurisdiction over the area in which the property is located. TPVs may be regular Housing Choice Vouchers (HCVs), which are administered in accordance with all HCV program requirements, or they may be Enhanced Vouchers (EVs), depending on the nature of the triggering event under applicable law. EVs differ from regular vouchers in three significant ways: (1) the payment standard used to calculate the voucher housing assistance

this advocacy guide focuses on Component 1 because HUD has prioritized Component 1 conversions, given the high demand for public housing conversions under RAD.⁴ However, the information discussed in this guide may also be relevant and helpful for advocates working with Component 2. Advocates working with Component 2 conversions are encouraged to contact NHLP at RAD@nhlp.org for further information and guidance.

payment for EVs may exceed a PHA's ordinary payment standard; (2) an EV provides residents with a right to remain in the project as long as the units are used for rental housing and are otherwise eligible for voucher assistance; and (3) the household must pay for rent no less than the rent the household was paying on the date of the eligibility event (minimum rent). If the household elects to move, the voucher is administered as a regular voucher. HUD provides EVs and funding to a voucher agency that has jurisdiction over the area in which the eligible property is located.

⁴ "While the RAD [authorization] statute, as amended, contains language authorizing HUD to convert Section 8 Moderate Rehabilitation (Mod Rehab) projects (including Mod Rehab SROs) under the First Component, HUD is exercising its discretion to prioritize public housing conversions under the competitive requirements of this component. The demand for public housing conversions is extremely high and significantly exceeded the initial limitation on the number of units that could be converted under the First Component. In addition, unlike Mod Rehab conversions, there is no Second Component option available for public housing projects. Consequently, Mod Rehab conversions will now be processed exclusively under the Second Component of RAD, which is non-competitive. Any Mod Rehab projects currently being processed under the First Component either may be grandfathered under the provisions of Revision 1 of this Notice or have the option to switch to a conversion under the Second Component." [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#).

II. RAD: The Basics

The Problem

After decades of neglect and insufficient funding from Congress, the remaining 1.2 million units in the national public housing program have a documented capital needs backlog of nearly \$26 billion.⁵ Because of this, the public housing inventory has been losing an average of 10,000 units annually through demolitions and dispositions.⁶ Additionally, Congress has not appropriated federal funds to build any new public housing units since the mid-1990s.⁷ The current conditions of many of these properties inhibit investment and recapitalization efforts in the communities with the greatest needs.

The Response

In response to these serious needs, the Obama Administration proposed and Congress enacted RAD in 2012 to preserve and improve affordable housing for low-income families.⁸ In short, RAD is the voluntary, permanent conversion of public housing to the Section 8 housing program. Unlike public housing, the Section 8 housing program allows public housing authorities (PHAs) to leverage public and private debt and equity in order to maintain and improve existing public housing. RAD also guarantees significant protections that tenants possessed under the public housing program. As such, RAD seeks to combine the “best” parts of the public housing program with the “best” parts of the Section 8 program, as illustrated in the chart below:

Public Housing	Section 8
<ul style="list-style-type: none"> • Long-term affordability of units for low-income households • Significant tenant protections <ul style="list-style-type: none"> ○ Examples: grievance procedure, rent capped at 30% of income • Public ownership of the property 	<ul style="list-style-type: none"> • Financing flexibility, including leveraging public and private debt and equity • Allows for public-private partnerships • Private property management

⁵ U.S. DEP’T OF HOUS. & URBAN DEV., <http://portal.hud.gov/hudportal/HUD?src=/RAD>.

⁶ *Rental Assistance Demonstration Newsletter*, U.S. DEP’T OF HOUS. & URBAN DEV. (Oct. 2015), http://portal.hud.gov/hudportal/documents/huddoc?id=RAD_Newsltr_Oct2015.pdf.

⁷ Maggie McCarty, *Introduction to Public Housing*, CONGRESSIONAL RESEARCH SERVICE, Jan. 3, 2014, available at <https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=2&ved=0ahUKEwj-wICrjqzJAhUC7mMKHfFVDgcQFggkMAE&url=https%3A%2F%2Fwww.fas.org%2Fsgp%2Fcrs%2Fmisc%2FR41654.pdf&usg=AFQjCNE4NqpWRkqVvw9ru-M20oamhRCovQ&cad=rja>.

⁸ *Consolidated and Further Continuing Appropriations Act, 2012*, Pub. Law 112-55, 125 Stat. 673 (Nov. 18, 2011).

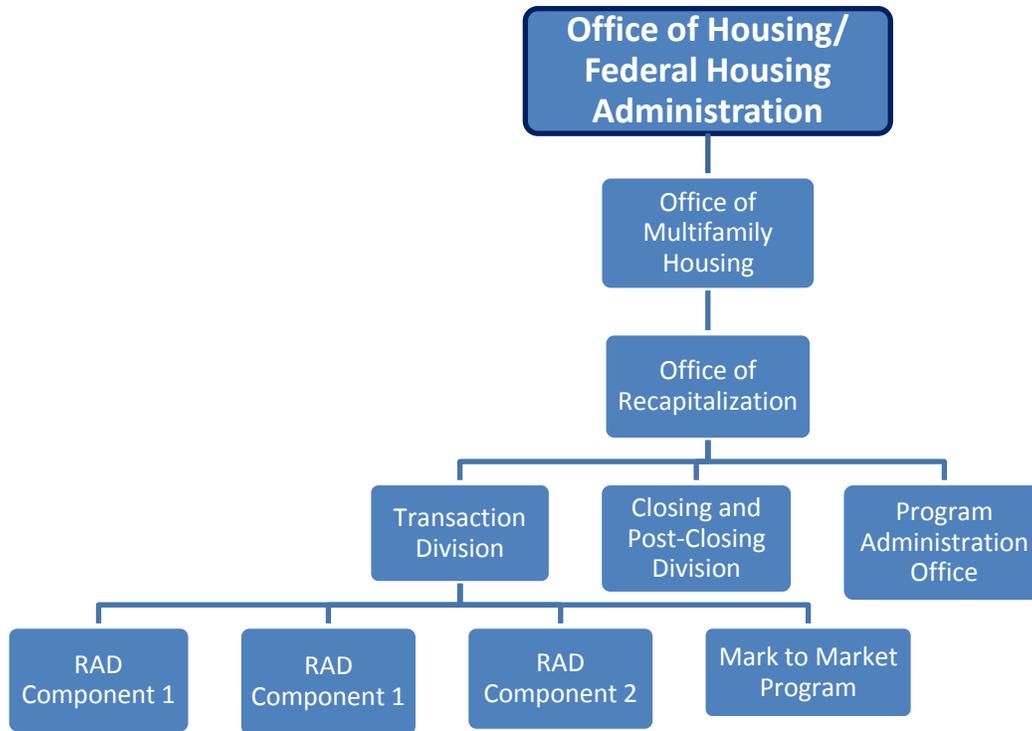
Conversion to RAD means, at a minimum, maintaining the long-term affordability of the units, significant tenant protections, and the public ownership of the property that existed under the public housing program, albeit in a different form.⁹ Among other provisions, the RAD authorization statute states that RAD tenants shall “at a minimum” retain all rights provided under sections 6 and 9 of the U.S. Housing Act of 1937. By converting public housing units to the Section 8 program, RAD also allows for more financing flexibility, public-private partnerships, and private property management that was not previously available under the public housing program. By combining the long-term affordability and stronger tenant protections of the public housing program with the flexibility of the Section 8 program, the RAD program aims to maintain strong tenant protections while attempting to address chronic underfunding. Unfortunately, no new federal funds have been authorized by Congress for RAD conversions, but transitioning to the Section 8 housing program allows for the use of other financing mechanisms (i.e. low-income housing tax credits).

Achieving these lofty goals for the RAD program will require significant tenant involvement, national coordination among tenant advocates, and ongoing discussions with HUD about ways to improve the RAD program. This advocacy guide seeks to provide a starting point for tenant advocates to learn about RAD conversions and how to secure enforceable tenant protections in their jurisdiction, using examples and lessons learned from communities nationwide and highlighting several areas for continued attention and advocacy.

RAD Oversight

The HUD Office of Recapitalization oversees the RAD program as part of its preservation and recapitalization work. The Office of Recapitalization is within the Office of Multifamily Housing, which is part of the Office of Housing/ Federal Housing Administration. As shown in the graphic below, within the Office of Recapitalization, there are three major divisions: the Transaction Division, the Closing and Post-Closing Division, and the Program Administration Office. Within the Transaction Division, there are four branches — two dealing with RAD Component 1, one dealing with RAD Component 2 and one dealing with the Mark to Market program. Each branch has six to ten transaction managers who do the regulatory review and underwriting of each RAD deal. Once the deal is approved to go forward, the Closing and Post-Closing Division assumes responsibility for documenting the RAD transaction and follow-up. The Program Administration Office is responsible for policy development, operating procedures, and systems.

⁹ See Rental Assistance Demonstration, HUD.GOV, <http://portal.hud.gov/hudportal/HUD?src=/RAD>; [Consolidated and Further Continuing Appropriations Act, 2012](#), Pub. Law 112-55, 125 Stat. 673 (Nov. 18, 2011).



A. Authorizing RAD

RAD is governed by both its authorizing statute and HUD Notice PIH-2012-32 (HA) (REV-2). Congress authorized RAD as part of the Consolidated and Further Continuing Appropriations Act of 2012 (“RAD authorization statute”).¹⁰ After the RAD authorization statute was passed, HUD issued HUD Notice PIH-2012-32 (HA), subsequently updated and revised by HUD Notice PIH-2012-32 (HA) (REV-2) (“RAD Notice”),¹¹ which governs HUD’s implementation of RAD. Authorization for RAD lies solely in the appropriations bill and has no other statutory basis. The RAD Notice provides the implementation details for both RAD Component 1 and Component 2, along with some provisions related to resident relocation in PIH Notice 2014-17 (“RAD Relocation Notice”), which is discussed in more detail in Section III.C.2.b.¹² Among other details in the RAD Notice, HUD stated that “important for the success of RAD are meaningful resident participation, procedural rights, and mobility, which are addressed in detail in various sections of the [RAD] Notice.”¹³

Both the RAD authorization statute and the RAD Notice provide a sturdy foundation for enforceable tenant protections to be secured during the RAD conversion process. These authorizing documents are also supported by a strong legislative history indicating that Congress

¹⁰ [Consolidated and Further Continuing Appropriations Act, 2012](#), Pub. Law 112-55, 125 Stat. 673 (Nov. 18, 2011).

¹¹ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#).

¹² See *supra* Section I for a brief discussion about the major differences between RAD Component 1 and RAD Component 2.

¹³ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.2.D.

intended to “ensure that the demonstration does not adversely impact tenants, and stipulates that all residents living in converted properties will maintain their existing rights.”¹⁴

B. Project-Based Vouchers or Project-Based Rental Assistance

When converting to RAD, participating PHAs can choose between converting to either project-based vouchers (PBVs)¹⁵ or to project-based rental assistance (PBRA).¹⁶ HUD has released the [RAD PBV vs PBRA Comparison Guide](#), which discusses in depth the differences between these two alternatives.¹⁷

In summary, there are many similar rights and provisions between RAD PBV and RAD PBRA conversions. Both are subject to the obvious risk of annual appropriations by Congress. Both RAD PBV and RAD PBRA contracts must be renewed by owners upon expiration, ensuring long-term affordability of the units. For both PBV and PBRA conversions, unoccupied units undergoing rehab or construction are eligible for Rehab Assistance Payments equal to the subsidy the project received prior to conversion. Additionally, tenants at both RAD PBV and RAD PBRA sites cannot be re-screened upon conversion, have the right to return once construction is complete, have the right to establish and operate a resident organization (including receiving \$25 per occupied unit annually in resident participation funding), and have some choice mobility options. Also, any tenant rent increases at conversion must be phased in over a three- or five-year period if RAD conversion results in tenant monthly rent increases by more than 10% or \$25.

Some major programmatic differences between RAD PBV and RAD PBRA conversions include the following:

¹⁴ S.Rpt. 112-83, 112th Cong., 1st Sess. (Sept. 21, 2011), at 108.

¹⁵ PBV is a component of a PHA’s Housing Choice Voucher program, where the PHA attaches voucher assistance to specific housing units through a PBV HAP contract with an owner. Unlike a tenant-based voucher, the PBV assistance remains attached to the unit when the family moves, and assists the next eligible family to move into the PBV unit. The PBV program is administered by HUD’s Office of Public and Indian Housing.

¹⁶ PBRA is rental assistance under Section 8 provided by HUD to owners according to the terms of a HAP contract for the provision of housing to eligible tenants. The PBRA program is administered by HUD’s Office of Housing.

¹⁷ *Rental Assistance Demonstration Guide to Choosing Between Project-Based Vouchers (PBVs) and Project-Based Rental Assistance (PBRA) for Public Housing Conversions*, U.S. DEPT. OF HOUS. & URBAN DEV. (Feb. 27, 2015), available at http://portal.hud.gov/hudportal/documents/huddoc?id=RAD_PBVPBRA_CompareGuide.pdf%20.

Topic	RAD PBV	RAD PBRA ¹⁸
Limit on Number of Assisted Units	For properties converting to PBV under RAD: <ul style="list-style-type: none"> • up to 50% of the units in a project may be assisted with PBV; or • up to 100% of the units may be assisted <i>if</i>: <ul style="list-style-type: none"> ○ at least 50% of the units are single-family homes (four or fewer units per building), ○ units serving elderly/disabled families, or ○ families receiving supportive services.¹⁹ 	For properties converting to PBRA under RAD, there is no limit on the percentage of PBRA units in a project.
Contract Rents²⁰	Contract rents are limited by the lower of: <ol style="list-style-type: none"> (1) reasonable rent, or (2) 110% of the Fair Market Rent.²¹ 	Contract rents cannot exceed 120% of the Fair Market Rent, <i>except</i> : <ul style="list-style-type: none"> • if current funding²² is below market, the current funding cannot exceed 150% of Fair Market Rent. This must be supported by a rent comparability study.
Choice Mobility²³	Residents have the right to move with a voucher (or other comparable tenant-based rental assistance) after 12 months from occupancy. ²⁴	Under RAD PBRA contracts, residents have the right to move with tenant-based assistance after the later of 24 months from date of execution of the HAP contract or 24 months after the move-in date.

¹⁸ For a basic overview of converting from public housing to PBRA through RAD, see *Converting from Public Housing to PBRA Through RAD*, LIZ BRAMLET CONSULTING, LLC, <https://www.youtube.com/watch?v=6ESnK-Q09No>.

¹⁹ For existing public housing tenants, assistance may not be terminated if services are declined.

²⁰ Contract rent is the total amount of rent specified in the Housing Assistance Payment contract that is paid to the RAD developer for a unit occupied by an eligible family. This amount includes both the tenant's contribution to the rent and remaining amount of the assistance payment required under the appropriate HAP contract.

²¹ Fair Market Rent (FMR) is the cost in a particular housing market area of privately owned, decent, safe, and sanitary rental housing. HUD establishes and publishes in the Federal Register FMRs for dwelling units of varying sizes for each metropolitan area. FMRs are gross rent estimates (i.e. they include the cost of tenant-paid utilities). See 24 CFR part 888, subpart A.

²² Current funding is defined as the combination of federal subsidy and tenant rents for which a project is eligible under the public housing program in the fiscal year of conversion. [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), Attachment 1C.

²³ For residents of RAD properties, choice mobility is the option to obtain a Housing Choice Voucher from a PHA after a defined period of residency. In its [December 2015 newsletter](#), the HUD Office of Recapitalization discussed how to make the most of choice mobility options under RAD, including several case studies.

²⁴ See 24 CFR 983.260; [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.6.D.9.

	<p>Tenant-based voucher comes from existing voucher supply from the PHA, subject to availability. If no tenant-based rental assistance is available, the family receives the next available opportunity.</p>	<p>HUD allows PHAs to limit the number of Choice-Mobility moves under the PBRA program in two ways:</p> <ul style="list-style-type: none"> • A PHA is not required to provide more than 1/3 of its turnover vouchers to residents of RAD properties requesting them in any one year; and • A PHA can limit Choice-Mobility moves to no more than 15% of assisted units in each RAD property. <p>If a PHA invokes either of the above limits on Choice-Mobility, the PHA must establish and maintain a waiting list and place households requesting Choice-Mobility in RAD properties at the top of the waiting list.</p>
	<p>Choice Mobility applies to all PBV conversions (no exceptions).</p>	<p>Choice-Mobility applies to all PBRA conversions <i>unless a project has received an exemption</i>. Under PBRA, HUD provides for good cause exemptions for up to 10% of all RAD units:</p> <ul style="list-style-type: none"> • PHAs that do not administer a voucher program either directly or through an affiliate. • PHAs that have more than one-third of their turnover vouchers set aside for veterans or homeless populations. This preference must be documented by the PHA's board prior to submission of the RAD application.

C. Is RAD happening in my community?

Each month, HUD posts an updated “List of Unit Reservations” on its RAD website.²⁵ This list includes the RAD project name, PHA name, PHA size,²⁶ number of units converting to RAD, and the type of RAD conversion (PBV or PBRA). Additionally, RAD-watch.org, a collaboration between the National Housing Law Project (NHLP) and American Federation of State, Country, and Municipal Employees (AFSCME), contains a clickable map by state and additional data about the key dates for each RAD-converting property. These dates include the “Commitment to enter into a Housing Assistance Payment (CHAP)²⁷ Issued Date” (which indicates the date that HUD has preliminarily approved the PHA’s RAD conversion), the “RAD Conversion Commitment (RCC)²⁸ Issued Date” (indicates approximately 30-90 days before the official conversion date), and the “Closing Date”²⁹ for properties that have already converted to RAD. Advocates who have not yet been involved in RAD in their local jurisdictions should consult both the HUD RAD website and RAD-watch.org for the latest information about RAD conversions in their area.

²⁵ Rental Assistance Demonstration, HUD.GOV, <http://portal.hud.gov/hudportal/HUD?src=/RAD>.

²⁶ Small PHAs are defined as those with less than 250 public housing dwelling units, medium PHAs have 250–1,250 units, and large PHAs have more 1,250 units.

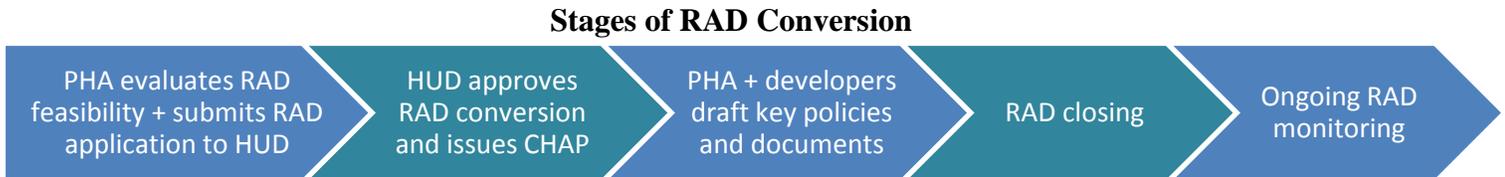
²⁷ The CHAP is the conditional commitment provided to the PHA for units that have been selected under the First Component of RAD that describes the terms under which HUD would enter into a HAP contract with the RAD developer once the project complies with all requirements in the CHAP, RAD Notice, and other statutory and regulatory requirements applicable to the project. For more information, see *infra*, Section III.B.

²⁸ The RCC is the contract executed by HUD, the PHA and, as applicable, the post-conversion RAD developer. The RCC follows HUD approval of the Financing Plan and describes the terms and conditions of the conversion. For more information, see *infra*, Section III.C.

²⁹ Closing is the event during which the applicable transaction documents are entered into. “Conversion” does not occur prior to Closing. For more information, see *infra*, Section III.D.

III. RAD Conversion Timeline: Securing Enforceable Tenant Protections at Each Stage of Conversion

There are various stages of RAD conversion, from initial PHA interest to closing and subsequent monitoring of the converted property. This section describes each stage of the RAD conversion and includes the major substantive and procedural issues for tenants and advocates. Each stage also provides examples and lessons learned from RAD jurisdictions nationwide about how to secure enforceable tenant protections.



A. Stage 1: PHA Evaluates RAD Feasibility and Submits RAD Application to HUD

At this stage of the RAD conversion process, a PHA is considering the feasibility of a potential RAD conversion. The PHA must determine whether it is eligible to convert under RAD and what requirements it must complete prior to submitting its RAD application. The PHA must also assess the long-term physical and financial feasibility of a potential RAD conversion.

i. **Is the PHA eligible to convert its public housing units to RAD?**

To be eligible to convert its public housing units under RAD, a PHA must:³⁰

- Have public housing units under an Annual Contributions Contract (ACC);³¹
- Be classified as a Standard or High Performer under the Public Housing Assessment System (PHAS). If classified as Troubled, the PHA must be making substantial progress under its Recovery Agreement, Action Plan, Corrective Action Plan (CAP) or Memorandum of Agreement (MOA), and HUD must have determined that the factors resulting in the PHA's Troubled status will not affect its capacity to carry out a successful RAD conversion;
- Be classified as a Standard or High Performer under the Section Eight Management Assessment Program (SEMAP) if the PHA will be administering the PBV contract under RAD. If classified as Troubled, the PHA must be making substantial progress under the CAP, and HUD must have determined that the factors resulting in the PHA's Troubled status will not affect its capacity to carry out a successful RAD conversion;

³⁰ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.3.

³¹ An ACC is the contract between HUD and a PHA under which HUD agrees to provide funding for a program (i.e. public housing), and the PHA agrees to comply with HUD requirements for the program.

- Be otherwise in substantial compliance with HUD reporting and programmatic requirements and/or satisfactorily in compliance with any CAP or MOA related to any 1) program finding or 2) failure to carry out, to the satisfaction of HUD, management decisions relating to an audit by the Office of Inspector General;
- Not have a debarment, suspension, or Limited Denial of Participation in Federal Programs lodged against the applicant, PHA Director, board members, or affiliates;
- Submit a completed application that complies with all RAD application instructions;
- Not have a charge, cause determination, lawsuit, or letter of findings referenced in subparagraphs (1)-(5) below against a PHA, its transferees, proposed development partners, or sub-recipients:
 1. A charge from HUD concerning a systemic violation of the Fair Housing Act or a cause determination from a substantially equivalent state or local fair housing agency concerning a systemic violation of a substantially equivalent state or local fair housing law proscribing discrimination because of race, color, religion, sex, national origin, disability or familial status;
 2. A Fair Housing Act lawsuit filed by the U.S. Department of Justice alleging a pattern or practice of discrimination or denial of rights to a group of persons raising an issue of general public interest pursuant to 42 U.S.C. § 3614(a);
 3. A letter of findings or lawsuit filed by DOJ identifying systemic noncompliance under Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, or Housing and Community Development Act of 1974, § 109;
 4. A cause determination from a state or local fair housing agency concerning a systemic violation of provisions of state or local law proscribing discrimination in housing based on sexual orientation or gender identity; or
 5. A cause determination from a substantially equivalent state or local fair housing agency concerning a systemic violation of a state or local law proscribing discrimination in housing based on lawful source of income.

Applicants may still be eligible for RAD if the above issues have been resolved to HUD's satisfaction. However, if the matter has not been resolved to HUD's satisfaction, then the PHA is ineligible to participate in RAD. HUD will determine if actions to resolve the items listed above are sufficient to resolve the matter, including but not limited to, current compliance with: a voluntary compliance agreement signed by all the parties; a HUD-approved conciliation agreement signed by all the parties; a conciliation agreement signed by all the parties and approved by the state governmental or local administrative agency with jurisdiction over the matter; a consent order or consent decree; or final judicial ruling or administrative ruling or decision.

Additionally, a PHA may be required to show that its proposed RAD activities are consistent with and will not hinder any applicable fair housing or civil rights voluntary compliance agreement, conciliation agreement, consent order or consent decree, final judicial ruling, or administrative ruling or decision.³² Advocates may want to consider using existing consent decrees or voluntary compliance agreements to influence RAD conversion details.

Advocacy Example

In Baltimore City, advocates from the Maryland Disability Law Center filed a supplemental agreement to an ongoing consent decree (*see* Baltimore Supplemental Consent Decree in the Appendix).³³ In addition to addressing outstanding items from the original consent decree, the supplemental agreement also specifically addressed the Housing Authority of Baltimore City's (HABC) conversion of nearly 4,000 of its public housing units to PBRA under RAD.

The original consent decree alleged that HABC engaged in a pattern or practice of discrimination against persons with disabilities in violation of the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act. Specifically, it alleged that HABC discriminated in both its public housing and Section 8 subsidized housing programs by refusing to admit non-elderly persons with disabilities; failing to make its public housing units, their common areas, and its administrative offices accessible; and failing to provide sufficient assistance to persons with physical or mental disabilities who sought to rent private units through HABC's Section 8 housing subsidy program. The original consent decree then mandated that HABC construct a number of public housing units that met Uniform Federal Accessibility Standards (UFAS) in order to remedy this lack of accessibility.

Under RAD, HABC proposed to convert 15 public housing properties, which were occupied exclusively by seniors and non-elderly persons with disabilities, from public housing to PBRA. This proposed RAD conversion included the UFAS housing units that were created under the terms of the original consent decree.

After attempting other strategies (including state legislation and local media attention) to become involved in the Baltimore RAD conversion and ensure that the original consent decree was enforced, advocates filed a supplemental agreement to the consent decree. Advocates have used the supplemental consent decree as a primary way to obtain and influence key RAD conversion details in Baltimore, including tenant rights and benefits during conversion and continued oversight of the converted RAD properties after closing.

³² [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.3.

³³ The original consent decree was to resolve *Bailey, et al. v. Housing Authority of Baltimore City* (JFM-02-CY-225) and *United States of America v. Housing Authority of Baltimore City* (JFM-04-CY -03107) (the "Bailey Consent Decree"), effective December 20, 2004.

ii. Has the PHA completed the resident notification requirements prior to submitting its RAD application?

Before submitting an application to convert its public housing units under RAD, a PHA must:³⁴

- Notify residents of projects proposed for conversion and notify “legitimate resident organizations”³⁵ of the PHA’s intent to pursue a conversion;
- Conduct *at least two* meetings with residents of projects proposed for conversion to discuss conversion plans and provide opportunity for comment;
- Prepare comprehensive written responses to comments received in connection with the required resident meetings and submit the responses with the RAD application; and
- Issue a General Information Notice (GIN), which informs affected tenants of the potential for temporary displacement from the project because of the proposed conversion and generally describes the relocation payments that the resident may be eligible for.³⁶

In addition, a PHA must have an additional meeting with residents if there is a substantial change to the conversion plans. A substantial change includes, but is not limited to: transfer of assistance or ownership; a change in the number or configuration of assisted units or any other change that may impact a household’s ability to re-occupy the property following repairs or construction; or a substantial change in the scope of work.

When providing resident notification and meetings, a PHA must accommodate for persons with hearing, visual, and other communication-related disabilities consistent with Section 504 of the Rehabilitation Act of 1973 and, as applicable, the Americans with Disabilities Act of 1990. This includes, but is not limited to, providing written materials in alternative formats (i.e. Braille, large type), as needed, and providing sign language interpreters and assistive listening devices at resident meetings, as needed.³⁷ Additionally, resident meetings must be held in facilities that are physically accessible to persons with disabilities. Where physical accessibility is not possible, the PHA must use alternative methods to meet with individuals with disabilities, such as holding meetings at an alternate accessible site or offering in-home meetings.³⁸

³⁴ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.8. Please note that the requirement for resident notification and meetings for the RAD program are separate from, and complimentary to, the resident notification and consultation requirements under the significant amendment process (24 CFR part 903) and applicable relocation requirements (see [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.4.A.4).

³⁵ A “legitimate” resident organization is one that has been “established by the residents of an applicable project, meets regularly, operates democratically, is representative of all residents in the project, and is completely independent of the Project Owner, management, and their representatives.” [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), Attachment 1B.2.B.1.

³⁶ HUD sample GINs can be found here: http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/handbooks/cpd/13780.

³⁷ See 24 CFR 8.6.

³⁸ See 28 CFR part 35, Appendix B.

Additionally, a PHA must provide meaningful access to its programs and activities for persons who have a limited ability to read, speak, or understand English.³⁹ For projects undergoing RAD conversion, a PHA must provide language assistance to residents of the project who are Limited English Proficient (LEP) to “ensure that they have meaningful access to RAD resident notifications and meetings. Such language assistance may include, but is not limited to, providing written translation of notices regarding the plans for the project and relocation and oral interpretation at resident meetings.”⁴⁰

In order to more deeply engage and encourage participation from tenants at proposed RAD properties during the required resident notifications, it is important for advocates to create and/or distribute educational resources for tenants to better understand the benefits and challenges of RAD conversions. HUD has created one RAD toolkit for residents on their website [here](#).

Advocacy Example

In San Francisco, the National Housing Law Project and Housing Rights Committee of San Francisco, with funding from Enterprise Community Partners, developed a “RAD Tool Kit for Residents” in order to better explain what RAD conversions would mean for current residents in San Francisco. This Tool Kit consists of a series of FAQs for San Francisco public housing residents and RAD developers to explain the San Francisco RAD program. The FAQs are available in four languages. The eight FAQs include:

[FAQ #1 What Is Happening With My Housing?](#)

[FAQ #2 Will I Have To Move? Can I Lose My Housing?](#)

[FAQ #3 Affordability and Ownership](#)

[FAQ #4 Timeline](#)

[FAQ #5 New Rules and Changes](#)

[FAQ #6 Eviction and Grievance Rights](#)

[FAQ #7 Resident Engagement and Organizing](#)

[FAQ #8 Mobility, Supportive Services, and Jobs](#)

³⁹ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.8.

⁴⁰ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.8. For guidance on providing language assistance to persons with LEP, please see *Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 72 FR 2732, available at <https://www.gpo.gov/fdsys/granule/FR-2007-01-22/07-217>.

iii. Has the PHA completed the significant amendment process for their Annual/Five Year Plan?

Conversion of assistance under RAD is considered a significant amendment to the PHA's Five-Year Plan for qualified and non-qualified PHAs, a significant amendment to the Annual Plan for non-qualified PHAs, and an amendment to the Moving to Work (MTW) Plan for MTW PHAs.⁴¹ As such, PHAs are subject to the Consolidated Plan requirements and the public notice and Resident Advisory Board consultation requirements outlined in 24 CFR part 903.⁴² If the conversion will require changes to the PHA's Admissions and Continued Occupancy Policy (ACOP) and/or Section 8 Administrative Plan, those changes must also be submitted.⁴³

24 CFR part 903 requires that the PHA cannot adopt a significant amendment until the PHA has called a meeting of its Board of Directors (or similar governing body) to adopt the amendment. The meeting where the amendment is adopted must be open to the public. Additionally, the PHA cannot implement the significant amendment until notification of the amendment is provided to HUD and approved by HUD in accordance with HUD's plan review procedures, as provided in 24 CFR 903.23.

In addition to the information required by 24 CFR part 903 for PHA Plan amendments, all PHAs must provide the information listed in the RAD Notice, Attachment 1D in their RAD-Specific PHA Plan and/or significant amendment to the PHA Plan, including:

- a description of the units to be converted;
- any change in the number of units that is proposed as part of the conversion;
- changes in the policies that govern eligibility, admission, selection, and occupancy of units at the project after it has been converted;
- details about any transfers of assistance at the time of conversion;
- indication of whether the PHA is currently under a voluntary compliance agreement, consent order, consent decree, final judicial ruling, or administrative ruling or decision, and an assurance that compliance will not be negatively impacted by conversion activities;
- a statement certifying that the RAD conversion complies with all applicable site selection and neighborhood reviews standards; and
- all other required information necessary to submit a Significant Amendment to the PHA Plan, including Resident Advisory Board comments and responses.⁴⁴

⁴¹ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.5.E.

⁴² The role of the Resident Advisory Board is to assist and make recommendations regarding the development of the PHA plan, and any significant amendment or modification to the PHA plan. 24 CFR 903.13. MTW PHAs are also subject to the Consolidated Plan requirements; however, they must follow the MTW Plan Amendment and public process requirements outlined in the Standard MTW Agreement in lieu of the requirements in 24 CFR part 903.

⁴³ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.5.E.

⁴⁴ For MTW jurisdictions utilizing MTW Fungibility as defined in Section 1.9.E and Section 1.6 or 1.7 of the RAD Notice, the PHA must also include a statement explaining how the MTW will be able to maintain continued service level requirements. [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), Attachment 1D.

The significant amendment process provides a great opportunity for advocates and legal services attorneys to become involved in their local RAD conversion and comment on the ways that the PHA plans to address key tenant issues, which are discussed in more detail in Section III.C. Advocates should be sure to provide written and/or verbal comments to the proposed significant amendment and encourage tenants to participate in the public meeting required by 24 CFR part 903. The information required by Attachment 1D of the RAD Notice should provide key insights into how the local housing authority plans to convert the public housing units to RAD and some of the key policy changes that will occur at the RAD properties because of the RAD conversion. This significant amendment process also highlights the value of working with the local Resident Advisory Board to provide comments and request responses from the PHA about key RAD conversion details.

iv. How does the PHA plan to finance the RAD conversion?

There are several financing options that PHAs will need to evaluate and choose from in order to finance the RAD conversion. Key financing options, which come with various additional requirements depending on the source and may be designated as operating or capital funding, include:

- **Debt Financing.** RAD Projects are eligible for financing from private and public lending sources.⁴⁵ All loans made that are secured by RAD projects must be subject to a RAD Use Agreement.⁴⁶
- **Public Housing Capital and Operating Program Funds.** PHAs are permitted under RAD to use available public housing funding, including Operating Reserves (as defined in PIH Notice 2011-55) and unobligated Capital Funds, as a source of capital to support conversion. Eligible conversion-related uses for these funds include pre-development, development, or rehabilitation costs and establishment of a capital replacement reserve or operating reserve.⁴⁷

⁴⁵ Sources of private and public debt financing to consider include any and all sources that are commonly used in other low-income, use-restricted developments. In addition to commercial lenders, applicants should consider financing opportunities—both construction and permanent—offered by Community Development Financial Institutions (CDFIs), Government Sponsored Enterprises (GSEs), including the network of Federal Home Loan Banks, and applicable private foundation financing. Public financing that may be available includes state and local opportunities employing federal Community Development Block Grants (CDBG) and state housing agency–provided financing. Many municipalities offer infrastructure and other forms of development financing through tax-increment financing (TIF) initiatives or other comparable public finance programs. In some cases, transit-oriented development programs may be used. Additionally, while HOME Investment Partnerships program (HOME) funding is not permitted in any project that utilizes public housing Capital or Operating Funds, RAD projects are eligible to use HOME funding. [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.4.B.5.

⁴⁶ A RAD Use Agreement is the document specifying the affordability and use restrictions on the RAD project, which will be coterminous with the HAP contract and must be recorded in a superior position to any new or existing financing or other encumbrances on the RAD project. See [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), §§ 1.6.B.4, 1.7.A.4. HUD provides a RAD Use Agreement template [here](#).

⁴⁷ Prior to the approval of a Financing Plan, a PHA may spend up to \$100,000 in public housing program funds on pre-development conversion costs per project without HUD approval. Pre-development assistance may be used to

- Federal Housing Administration (FHA) Insured Financing. FHA mortgage insurance provides high leverage and long-term, fully amortizing fixed-rate financing at competitive interest rates.
- Low-Income Housing Tax Credits (LIHTCs). One of the most common sources of financing for RAD conversions are LIHTCs. HUD encourages the use of LIHTCs and, if eligible, historic preservation tax credits, to support RAD recapitalization. HUD encourages PHAs and RAD developers to assess local demand and supply considerations if they are proposing to use LIHTCs and to discuss their interest in applying for LIHTCs as soon as possible with state or local tax credit issuing agencies. Many states face high demand for yearly allocations of 9% credits, but they routinely do not fully allocate their supply of 4% as-of-right credits coupled with tax-exempt bond financing allowed under their annual Private Activity Bond Volume Cap. While PHAs must indicate in their RAD applications if they intend to use tax credits to finance the RAD project, they do not need to have secured these credits prior to submitting an application.⁴⁸
- Grant Funding. In addition to equity from the sale of tax credits, there are numerous additional sources of equity, including local, state, and federal grants. State and local CDBG⁴⁹ and HOME⁵⁰ funds may be utilized as “gap” grants for affordable housing developments. Numerous state and local governments offer other grant funds that can be used as an equity contribution in financing plans, especially if the scope of work includes green retrofitting or weatherization components.

v. How does the PHA actually apply to convert its public housing units under RAD?

For advocates who are interested in the process for how PHAs apply for RAD conversions, HUD has a webinar, entitled “RAD Public Housing Application Tutorial.”⁵¹ Additionally, the RAD

pay for materials and services related to proposed rehabilitation or development and may also be used for preliminary development work. Public housing program funds spent prior to the effective date of the HAP are subject to public housing procurement rules.

⁴⁸ PHAs who are proposing to use 9% LIHTCs and have not yet secured a reservation for those LIHTCs must submit a letter from the credit-issuing authority that states: 1) whether the property and proposed transaction appear eligible; 2) whether the applicant PHA or owner entity has acceptable experience to proceed; 3) the timing of application and award; and 4) whether a typical reservation of credits is sufficient to address the expected need of the first or only phase of the subject project.

⁴⁹ Since 1974, the federal government has provided formula grants through the Community Development Block Grants (CDBG) program to state and local governments to carry out a wide range of community development activities directed toward neighborhood revitalization, economic development, and improved community facilities and services. *See* Title I of the Housing and Community Development Act of 1974, 42 U.S.C.A. §§ 5301–5320 (statutory authority for CDBG program).

⁵⁰ In 1990, Congress created the HOME Investment Partnerships program. Under this program, HUD allocates funds, primarily in accordance with a formula, to state and local governments that choose to participate. These funds are generally designed to increase homeownership and affordable housing opportunities for low- and very low-income residents. *See* 42 U.S.C.A. §§ 12721–12839 (West 2012); 24 C.F.R. part 92 (2012).

⁵¹ *RAD Public Housing Application Tutorial*, U.S. DEP’T. OF HOUS. & URBAN DEV. (Sept. 24, 2012), <https://www.youtube.com/watch?v=BxjMF76IIgo&feature=youtu.be>.

application materials are organized by state and can be found on HUD's RAD website.⁵² Once the PHA submits its RAD application, it waits for HUD to preliminarily approve or reject its RAD conversion proposal, subject to the 185,000 unit cap for RAD Component 1 conversions. As of December 2015, the 185,000 unit cap has been met, so all RAD applications will be placed on a waitlist until the cap is raised or lifted entirely.⁵³

vi. What kinds of activities might the PHA try to undertake prior to closing?

Some PHAs may try to engage in activities that will expedite the RAD conversion process prior to HUD approval or prior to closing in ways that impact tenant rights or the amount of assisted housing that is being converted to RAD. In addition to the substantive issues discussed below in Section III.C, advocates should especially be aware of premature PHA activities such as:

- ***The Failure of PHAs to Fill Vacant Units.*** RAD conversions may not result in a reduction of the total number of assisted units, except by a *de minimis* amount, defined as “no more than the greater of five percent of the number of project or portfolio units under ACC immediately prior to conversion or five units.”⁵⁴ However, a unit is excluded from this *de minimis* threshold if the unit has been vacant for more than 24 months at the time of RAD application. This means that PHAs might be inclined to not fill vacant units for 24 months leading up to the RAD application in order to eliminate those assisted units and not include them in the RAD *de minimis* reduction count.
- ***Resident Relocation.*** Unless otherwise approved by HUD, resident relocation should not begin until after the date of closing/conversion of assistance under RAD.⁵⁵ PHAs seeking to move residents prior to closing must receive prior approval from HUD as described in the RAD Relocation Notice.⁵⁶ With prior HUD approval, PHAs may relocate residents prior to the closing date subject to public housing requirements.⁵⁷

If relocation prior to closing is desired, PHAs must submit to HUD the following information, as early as possible in the conversion process:

- A written request for relocation prior to closing. The request must include justification of why the early relocation is necessary for the viability of the RAD transaction. Justifications may include the presence of outside financing, such as

⁵² *Application Materials*, U.S. DEP'T OF HOUS. & URBAN DEV., <http://portal.hud.gov/hudportal/HUD?src=/RAD/application-materials>.

⁵³ The RAD Component 1 Wait List, updated through December 2015, can be found here: http://portal.hud.gov/hudportal/documents/huddoc?id=radwaitlist_113015.pdf.

⁵⁴ HUD Notice PIH-2012-32 (HA) (REV-2), § 1.4.A.4.

⁵⁵ [Relocation Requirements under the Rental Assistance Demonstration \(RAD\) Program, Public Housing in the First Component](#), § 4.

⁵⁶ [Relocation Requirements under the Rental Assistance Demonstration \(RAD\) Program, Public Housing in the First Component](#), § 9.

⁵⁷ See 24 CFR part 5 and 24 CFR 966.

Low Income Housing Tax Credit (LIHTC) awards, if the PHA can show that early relocation is necessary to meet critical LIHTC deadlines.

- FHEO Accessibility and Relocation Checklist.⁵⁸
- Evidence of intent to comply with public housing requirements, as applicable.

Generally, public housing regulations require public housing residents to receive 30 days' notice prior to relocation and that such notice either be published in the PHA's admissions and continued occupancy policies (ACOP) or published elsewhere at least 30 days prior to receipt of such notice (24 CFR parts 5 and 966).

However, the RAD Relocation Notice does not outline standards for when HUD will approve the premature tenant relocation. At a minimum, PHAs must provide residents being temporarily relocated 30 days advance written notice of the required move.⁵⁹ PHAs must give residents being permanently relocated at least 90 days advance written notice of the required move.⁶⁰ Importantly, PHAs must receive *written* HUD approval before beginning relocation of residents prior to closing.⁶¹

Advocates should be sure to monitor their local PHA's activities while the PHA is applying to convert to RAD. Not filling vacant units prior to the RAD application process could significantly impact the number of total units that are preserved through the RAD conversion. Temporarily relocating tenants prior to closing without HUD approval would violate tenants' rights under RAD, significantly disrupt their lives, and impede the preservation of the property.

Also, at this early stage, advocates should support tenant efforts to better understand what a RAD conversion would mean for them and if RAD, as proposed by the PHA, would meet tenants' concerns. For example, if the tenants feel that the properties are in serious need of repair, but the PHA's RAD application only proposes light/ moderate construction, tenants may not feel that the new RAD policies and proposed repair are worth the significant inconvenience of temporary relocation and RAD conversion. The early local discussions about RAD conversions and the RAD application should be sure to reflect whether the RAD conversion as proposed can respond to tenants' concerns, or if an alternative method of preservation and rehab is more appropriate.

⁵⁸ This checklist must include a certification that any temporary relocation plan complies with all applicable HUD requirements, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and its implementing regulations (49 CFR part 24), as well as Section 504 of the Rehabilitation Act of 1973 and its implementing regulations (24 CFR 8.23).

⁵⁹ [Relocation Requirements under the Rental Assistance Demonstration \(RAD\) Program, Public Housing in the First Component](#), § 9.

⁶⁰ [Relocation Requirements under the Rental Assistance Demonstration \(RAD\) Program, Public Housing in the First Component](#), § 9.

⁶¹ [Relocation Requirements under the Rental Assistance Demonstration \(RAD\) Program, Public Housing in the First Component](#), § 9.

B. Stage 2: HUD Approves RAD Conversion and Issues Commitment to enter into a Housing Assistance Payment (CHAP)

During Stage 2 of the RAD conversion process, HUD responds to the PHA's RAD application. If the unit cap under RAD Component 1 has not yet been reached and HUD approves the PHA's RAD application, HUD will issue a CHAP to the PHA.⁶²

i. Has HUD approved the PHA's RAD application by issuing a CHAP?

PHAs will be notified if their properties are preliminarily selected to participate in the RAD program via the issuance of a CHAP.⁶³ The CHAP is a letter that includes the HUD-approved terms and conditions for conversion, as well as exhibits identifying the units to be included in the conversion and setting the milestones to be achieved between the CHAP issuance and the official conversion of units. A separate CHAP is issued for each of the PHA's approved projects. The CHAP terms and conditions are not subject to negotiation, and a PHA must confirm its acceptance of the CHAP within 30 days of CHAP issuance.

The CHAP may be revoked by HUD under the following circumstances: (1) if, at any time, the PHA or project become ineligible for RAD conversion;⁶⁴ (2) upon HUD's determination of financial infeasibility; (3) if the PHA fails to meet required deadlines; (4) for PHA non-cooperation; (5) for violation of program rules and restrictions, including fraud; (6) if the PHA fails to submit an approved significant amendment to HUD; and/or (7) if HUD determines that the terms of the conversion would be inconsistent with fair housing and civil rights laws or a fair housing or civil rights court order, settlement agreement, or voluntary compliance agreement.⁶⁵

Advocacy Example

In San Francisco, after HUD issued the CHAP for RAD conversions, the San Francisco Housing Authority and the San Francisco Mayor's Office of Housing and Community Development released a [Request for Qualifications \(RFQ\)](#) in order to select RAD developers to develop, own, and manage 29 public housing developments in San Francisco. Because advocates were able to get involved in the early discussions about converting to RAD, they were able to secure important cross-sector alliances and strong mayoral involvement that resulted in this RFQ. The RFQ was designed to ensure that the RAD developers applying to manage San Francisco RAD properties were evaluated on the strength and experience of the development team, the team's vision for long-term ownership and operation of the housing, and the team's experience with involving residents in the planning and implementation of rehabilitation and operations.

⁶² As of December 2015, the 185,000 unit cap has been filled, so all RAD applications will be placed on a waitlist until the cap is raised or lifted entirely. This RAD Component 1 Waitlist, updated through December 2015, is available at: <http://portal.hud.gov/hudportal/HUD?src=/RAD>.

⁶³ *RAD Conversion Commitment*, U.S. DEP'T OF HOUS. & URBAN DEV., <http://www.radresource.net/output.cfm?id=rccv2>.

⁶⁴ See *supra*, Section III.A.i for a discussion of RAD eligibility.

⁶⁵ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.12.A.

Key provisions favoring tenants in the RFQ included “Commitment to Resident Involvement,” “Tenant Protection Requirements,” and “Exhibit C – Draft Principles and Guidelines for Access to and Preservation of Safe, Secure and Affordable RAD Housing.” These draft principles included guidelines relating to accessibility, screening, evictions, appeals, and resident organizing/ involvement. As stated in the RFQ, “by responding to this RFQ, Development Teams will be expressing their commitment to this goal and willingness to enter into meaningful dialogue with each other and with other interested parties to formulate and implement fair and practical tenant protection policies.”⁶⁶

Advocates in other jurisdictions may want to replicate the practice of encouraging their local PHA to issue RFQs when choosing which developers will rehabilitate and manage the local properties converting to RAD. In these RFQs, the local PHA should be sure to ask for examples from developers and emphasize the importance of tenant education surrounding conversion, as well as the idea that various RAD developers within one jurisdiction will be expected to have similar, if not identical, policies and practices among each other in order to ensure uniformity across the local RAD portfolio. Including these important expectations up front will allow the local PHA to select, hopefully with input from local tenants and advocates, the developers who are most willing to work with and support the tenants at the RAD properties. This will make future negotiations and post-conversion monitoring of the RAD properties much easier for tenants and their advocates.

ii. Has the PHA submitted its financing plan to HUD?

For each project that receives a CHAP, the PHA must then submit a substantially complete Financing Plan within a specified timeframe.⁶⁷ As stated in the RAD Notice, Attachment 1A, the Financing Plan must include the following information:

- Type of RAD Conversion. Identify whether the proposed units will convert to PBV or PBRA assistance.
- Capital Needs Assessment.⁶⁸

⁶⁶ [Request for Qualifications \(RFO\)](#), *Rehabilitation, Recapitalization and Transfer of Ownership of Existing Housing Developments for the San Francisco Housing Authority* (Feb. 10, 2014).

⁶⁷ For all non-LIHTC transactions, the Financing Plan is due 180 days following the CHAP issuance date. For 4% LIHTC transactions, the PHA must show that it has applied for LIHTC and completed a Capital Needs Assessment no later than 180 days following the CHAP issuance date. For 9% LIHTC transactions, the PHA must submit evidence that it has applied for the first available 9% LIHTC round in their state beginning 90 days after the CHAP issuance date. Following notification of its 9% LIHTC award, the Financing Plan is then due within 180 days following the 9% LIHTC award. If the PHA’s applications for 9% tax credits is unsuccessful, the CHAP will be terminated unless, within 30 days of notification, the PHA: 1) Demonstrates that it diligently pursued 9% tax credits, as evidenced by the score and ranking in the unsuccessful 9% application or by other means at HUD’s discretion, and 2) proposes a financing strategy that does not rely on 9% tax credits and that is feasible in HUD’s sole discretion. HUD will re-establish a Financing Plan due date based on the proposed financing.

⁶⁸ See [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.4.A.1.

- Scope of Work for Rehabilitation or New Construction. This scope of work should include information about all necessary repairs, quantities and costs, summary of environmental issues, and a reasonable timeline for completion of all rehabilitation.
- Environmental Review documents. HUD cannot accept or approve an applicant's Financing Plan unless and until the required environmental review has been completed and found to meet environmental review requirements.⁶⁹
- Accessibility and Relocation Plan Checklist. This checklist must include a certification that any temporary relocation plan complies with all applicable HUD requirements, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and its implementing regulations (49 CFR part 24), as well as Section 504 of the Rehabilitation Act of 1973 and its implementing regulations (24 CFR § 8.23).
- Development Budget. This budget must include a reasonable, balanced, and comprehensive presentation of the proposed sources and uses of funds.
- Identification of the Development Team. This requires identification of all participants, including the PHA, general contractor, legal entity that will own the project, proposed management agent, and all principals of those entities.
- Proposed Financing. For each proposed loan, equity contribution, or grant, the PHA must provide information about key terms and milestones.
- Operating Pro-Forma. The Operating Pro-Forma must include a discussion of the extent of energy and water savings that are anticipated as a result of the rehabilitation or construction and the basis for those estimates. A rent comparability study may also be required for projects converting to PBRA where current funding⁷⁰ is greater than 120% of the Fair Market Rent and where the PHA believes current funding is below the market rent.
- Market Study. HUD may request a market study in certain circumstances (i.e. in cases where the project is currently experiencing a high vacancy rate, or when project plans include unit configuration or inclusion of market-rate units).
- Approved Significant Amendment to the PHA Plan.⁷¹ The PHA must provide a letter from HUD approving the Significant Amendment, Five-Year Plan, Annual Plan, or MTW Plan. MTW agencies must provide an executed amendment to Attachment A of their MTW Agreement.

⁶⁹ See HUD's [Environmental Review Requirements for 1st Component Transactions](#).

⁷⁰ Current funding is defined as the combination of federal subsidy and tenant rents for which a project is eligible under the public housing program in the fiscal year of conversion. [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), Attachment 1C.

⁷¹ See *supra* Section III.A.iii; [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.5.E.

- Pre-Approval of Specific Activities. If a PHA is undergoing conversions of assistance involving new construction, transfer of assistance to a new site, any reduction in the total number of units, a change in unit configuration, or changes in the proposed population to be served, it must receive written approval from HUD.
- Approval of Non-Dwelling Real Property. HUD must review and approve any non-dwelling real property (i.e. laundry facilities, storage, management offices, community space) that will be released from public housing use restrictions, provided the non-dwelling property is still subject to a RAD Use Agreement.
- Affirmative Fair Housing Marketing Plan (AFHMP). For PBRA conversions, the PHA must submit evidence that it submitted a completed AFHMP (HUD Form 935.2A) to the local Multifamily Regional Center. The purpose of affirmative marketing is to ensure that individuals of similar income levels in the same housing market area have a like range of housing choices available to them, regardless of their race, color, national origin, religion, sex, disability, or familial status.
- Estimate of public housing funds available for HAP subsidy.⁷²
- Transfer of Assistance. For all conversions involving the transfer of assistance to a new site, the PHA must submit: 1) evidence of HUD approval of the new site; and 2) a request from the PHA, based on the conditions established in RAD Notice Section 1.4.A.12 and subject to HUD approval, for the Declaration of Trust at the former site to be released at closing.

Once a PHA is selected to participate in RAD, it must have at least one more meeting with residents before HUD will execute a HAP contract.⁷³ This meeting presents a good opportunity for advocates and PHAs to continue to educate tenants about next steps and what to expect moving forward, including if and when temporary relocation will happen and what rights are afforded to tenants during the temporary relocation process. Tenants and advocates should also try to establish more regular meetings and updates between tenants and the PHA, beyond what is required in the RAD Notice. Additional meetings and a more focused approach on educating tenants about what will change after the RAD conversion will not only provide opportunities for tenants to comment on the proposed policies and raise their own concerns, but will also help reduce any misunderstandings about the RAD program and what tenants will be asked to do in preparation for closing.

⁷² See [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.13.B.5.

⁷³ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.8.

C. Stage 3: PHA, Developers Draft Key Documents and Policies for RAD Conversions

At this stage of the RAD conversion process, PHAs must flesh out the implementation details of the RAD conversion. This stage of the conversion process typically creates the greatest opportunities for tenant advocates to become involved in and influence the specific RAD implementation policies and procedures. Additionally, once the PHA submits its financing plan and HUD approves it, HUD will issue a RAD Conversion Commitment (RCC) to the PHA, which typically indicates a 30-90 day timeline before closing.

1. What substantive issues matter most to the residents you serve?

Tenant advocates should identify the substantive issues that matter most to local public housing residents. For example, tenants may want to ensure that the deteriorating physical conditions of the buildings are significantly improved under RAD or may want to change an existing public housing policy that has proven to be ineffective or burdensome. It is important to prioritize clients' substantive concerns, while remaining open to engage in other RAD issues that may also impact your clients.

Advocacy Example

In Richmond, California, tenant advocates became involved in their local RAD conversion because their clients were concerned about the housing authority's treatment and screening of tenants with criminal records and related reentry issues. Since RAD conversion discussions were happening at the time, the tenant advocates saw RAD as an opportunity to improve housing authority practices and policies related to this issue.

Advocates consulted with NHLP and were briefed on a wider set of issues, including and beyond reentry, which they then included in their discussions with city officials. After meeting with the City Manager and PHA staff to raise their reentry concerns, the tenant advocates and community organizers were able to secure many enforceable tenant rights, including and in addition to protections for RAD tenants and applicants with criminal records.

2. What are the key substantive issues that directly affect RAD tenants?

There are many substantive issues involved in RAD conversions that affect tenants, perhaps in addition to the ones immediately identified by tenants. This subsection outlines the essential rights guaranteed in the RAD authorization statute and RAD Notice, as well as examples and lessons learned from advocates nationwide who have become more deeply involved in ensuring that these essential rights are reflected in their local jurisdiction's RAD implementation policies and procedures.

As stated in the RAD Notice and discussed in depth below, at conversion, tenants cannot be subject to rescreening, income eligibility, or income targeting. Residents who are temporarily relocated because of unit rehabilitation or construction retain the right to return to the RAD

project once the repairs are completed and the unit is in a decent, safe, and sanitary condition. Tenants in public housing who are displaced from their homes are generally eligible for relocation assistance. Conversions may not result in a reduction of the number of assisted units, except by a *de minimis* amount. If a tenant's monthly rent increases by more than the greater of 10 percent or \$25 purely as a result of conversion, the rent increase must be phased in over 3 or 5 years. For both PBV and PBRA RAD properties, residents have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment. Finally, the RAD authorization statute allows tenants to "at a minimum" retain all rights provided under sections 6 and 9 of the United States Housing Act of 1937, including a grievance procedure similar to that of the public housing grievance procedure.⁷⁴ These and other significant tenant rights are discussed in more detail below.

a. No Rescreening of Tenants Upon RAD Conversion

Pursuant to the RAD authorization statute and RAD Notice, at conversion, current tenants are not subject to rescreening, income eligibility, or income targeting.⁷⁵ The RAD authorization statute states that "notwithstanding sections 3 and 16 of the [United States Housing Act of 1937], the conversion of assistance under [RAD] shall not be the basis for re-screening or termination of assistance or eviction of any tenant family in a property participating in [RAD]."⁷⁶

Consequently, current tenants will be grandfathered for conditions that occurred prior to conversion, but will be subject to any ongoing eligibility requirements for actions that occur after conversion.⁷⁷ For example, a household that was over-income at the time of conversion would continue to be treated as an assisted household. Thus, 24 CFR § 982.201 concerning eligibility and targeting does not apply to current households undergoing RAD PBV conversions, and the first clause of Section 8(c)(4) of the Housing Act and 24 CFR § 880.603(b) do not apply to current households undergoing RAD PBRA conversions.⁷⁸ Once that remaining household moves out, the unit must be leased to an eligible family.⁷⁹

Rescreening During RAD Temporary Relocation

Some advocates have reported that their PHA or RAD developers want to rescreen tenants during temporary relocation (i.e. after the RAD closing date and unit repairs, but prior to tenant move-in). There is some inconsistency between the language of the RAD authorization statute and the RAD Notice regarding if tenants can be rescreened during temporary relocation. However, the authorization statute is more protective of tenants than the RAD Notice and should be relied upon by advocates in communities where the PHA or RAD developers are proposing to

⁷⁴ [Consolidated and Further Continuing Appropriations Act, 2012](#), Pub. Law 112-55, 125 Stat. 673 (Nov. 18, 2011).

⁷⁵ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), §§ 1.6.C.1; 1.7.B.1.

⁷⁶ [Consolidated and Further Continuing Appropriations Act, 2012](#), Pub. Law 112-55, 125 Stat. 673 (Nov. 18, 2011).

⁷⁷ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), §§ 1.6.C.1; 1.7.B.1.

⁷⁸ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), §§ 1.6.C.1; 1.7.B.1.

⁷⁹ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), §§ 1.6.C.1; 1.7.B.1.

rescreen tenants during temporary relocation. The RAD authorization statute is clear that families whose units are subject to conversion under RAD are not to be rescreened:

[N]otwithstanding sections 3 and 16 of the Act, *the conversion of assistance under the demonstration shall not be the basis for re-screening or termination of assistance or eviction of any tenant family in a property participating in the demonstration, and such a family shall not be considered a new admission for any purpose, including compliance with income targeting requirements.*⁸⁰

Notably, this language does not limit the prohibition on rescreening to rescreening that occurs at closing. Instead, the language states that a RAD conversion cannot be the basis for rescreening. This general language can therefore be read to prohibit *any* rescreening that occurs due to the RAD conversion, regardless of the timing of the rescreening (i.e. at conversion or at move-in). This interpretation would prohibit rescreening that occurs after conversion, but prior to tenant move-in of the rehabilitated unit.⁸¹

Advocacy Example

In Chicago, tenant advocates assisted in drafting a local ordinance, entitled the Keeping the Promise Ordinance (*see* Appendix), that includes key RAD tenant provisions. This ordinance prohibits rescreening of RAD tenants, stating that:

Neither the Chicago Housing Authority nor any owner shall rescreen a current household of a covered project for eligibility for initial occupancy after a conversion.

Importantly, the language of this local ordinance expressly prohibits rescreening after a conversion, which would include rescreening during temporary relocation. This language builds

⁸⁰ [Consolidated and Further Continuing Appropriations Act, 2012](#), Pub. Law 112-55, 125 Stat. 673 (Nov. 18, 2011) (emphasis added).

⁸¹ The authorization statute language seems to be broader than the language in the RAD Notice, which states:

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

[HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.6.C.1 (emphasis added). While the language in the RAD Notice seems to rely on the phrase “upon conversion” or “at conversion” as a key timing detail to distinguish acceptable from unacceptable screening practices, the authorization statute instead states that the conversion cannot be a basis for rescreening, termination of assistance, or eviction. Because the authorization statute does not rely on timing language, it can be fairly read to prohibit rescreening that is a result of RAD conversions, regardless of the timing of the rescreening.

on the language of the RAD authorization statute to ensure that tenants are not rescreened after RAD closing.

Advocates may want to consider including language that expressly prohibits tenant rescreening after RAD closing and prior to tenant move-in in their local RAD conversion policies. Such language would be supported by the RAD authorization statute, as discussed above.

LIHTC Eligibility and Implications for RAD Rescreening

Additionally, if the PHA's financing plan includes the use of low-income housing tax credits (LIHTCs), there may be a conflict between the RAD rescreening language and Section 42 of the Internal Revenue Code:

[N]otwithstanding an increase in the income of the occupants of a low-income unit above the income limitation applicable under paragraph (1), such unit shall continue to be treated as a low-income unit *if the income of such occupants initially met such income limitation* and such unit continues to be rent-restricted.⁸²

In other words, in order to continue to consider a unit to be LIHTC-eligible and maintain an over-income tenant in an LIHTC unit, the tenant must have initially met the LIHTC income limits. If a RAD tenant does not meet the LIHTC income limits *when the property officially converts to RAD (i.e. the RAD closing date)*, the unit will not qualify as a low-income unit eligible for LIHTC. As such, a PHA may need to reduce the number of proposed LIHTC units within the RAD project in order to allow tenants who do not meet the LIHTC income limits to remain in their unit. Advocates should make sure that the PHA and RAD developers plan to reduce the number of proposed LIHTC units to account for any public housing tenants who are over-income for LIHTC purposes.

Additionally, advocates who are representing tenants who wish or need to move to another RAD unit should be sure to identify whether the RAD tenant currently lives in an LIHTC unit. If the tenant was over-income for LIHTC purposes at the time of RAD conversion, and therefore lives in a non-LIHTC RAD unit, but there is only a LIHTC RAD unit available for the tenant to move to, this will prevent the tenant from moving to that unit. In other words, the tenant's eligibility to live in a LIHTC RAD unit will dictate if and where they can move to another RAD unit within the local RAD portfolio.

b. Relocation and Right to Return

RAD tenants may need to temporarily move after RAD conversion in order to allow for any planned repair or rebuilding of their unit and/or property. PHAs and RAD developers must plan construction schedules and temporary relocation policies in ways that protect tenants' essential

⁸² 26 U.S.C. § 42(g)(1)(D)(i) (emphasis added).

rights guaranteed to them by the RAD authorization statute and RAD Notice. Importantly, RAD program rules prohibit the permanent involuntary relocation of residents as a result of conversion.⁸³ Residents who are temporarily relocated retain the right to return to the project once it has been completed and is in a decent, safe, and sanitary condition.⁸⁴

RAD Relocation Governing Authorities

In 2014, HUD issued a separate RAD Relocation Notice,⁸⁵ which is designed to provide PHAs and RAD developers with information and resources about the applicable program and relocation assistance requirements involved in RAD Component 1 public housing conversions.

Additionally, certain requirements from the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA),⁸⁶ as amended, apply to RAD Component 1 conversions. The URA is a federal law that “establishes minimum standards for federally funded programs and projects that includes the acquisition of real property and/or displace persons from their homes, businesses, or farms as a result of acquisition, rehabilitation, or demolition of real property.”⁸⁷

All RAD relocations must be consistent with applicable fair housing and civil rights laws, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973.

Relocation Planning

If there is a possibility that residents will be relocated because of RAD, PHAs must participate in a planning process that conforms with the URA in order to minimize the adverse impact of relocation on tenants.⁸⁸ While a written relocation plan is not required by the RAD Notice or the URA, HUD “strongly encourages PHAs to prepare a written relocation plan, both to establish their relocation process and to communicate this process consistently and effectively to all relevant stakeholders.”⁸⁹ The RAD Relocation Notice provides the following table to show the sequencing of relocation planning activities:

⁸³ [Relocation Requirements under the Rental Assistance Demonstration \(RAD\) Program, Public Housing in the First Component](#), § 5.

⁸⁴ [Relocation Requirements under the Rental Assistance Demonstration \(RAD\) Program, Public Housing in the First Component](#), § 5.

⁸⁵ See [Relocation Requirements under the Rental Assistance Demonstration \(RAD\) Program, Public Housing in the First Component](#).

⁸⁶ 49 CFR part 24.

⁸⁷ See [Relocation Requirements under the Rental Assistance Demonstration \(RAD\) Program, Public Housing in the First Component](#).

⁸⁸ 49 CFR 24.205(a).

⁸⁹ See [Relocation Requirements under the Rental Assistance Demonstration \(RAD\) Program, Public Housing in the First Component](#).

Stage	Activities
1. Prior to submission of RAD application	<ul style="list-style-type: none"> • Determine potential need for relocation • Meet with residents to discuss plans, communicate right to return, and solicit feedback • Provide General Information Notice (GIN) to residents • Survey residents to prepare Relocation Plan and relocation process cost estimate
2. After receipt of the Commitment to Enter into a HAP Contract (CHAP) Award	<ul style="list-style-type: none"> • Prepare Significant Amendment to PHA Plan • Assess and refine need for relocation • Develop a relocation plan⁹⁰ • Identify relocation housing options
3. Preparing Financing Plan (due to RAD Transaction Manager no later than 180 days following CHAP award)	<ul style="list-style-type: none"> • Budget for relocation expenses • Submit FHEO Accessibility & Relocation checklist (PHAs may submit relocation plan along with checklist)
4. Receipt of RAD Conversion Commitment (RCC)	<ul style="list-style-type: none"> • The date of issuance of the HUD RCC marks the date of “Initiation of Negotiations,” as defined in the URA (49 CFR 24.2(a)(15)) • Provide residents with appropriate notices informing them if they will be relocated and any associated relocation assistance • Meeting with residents to describe approved conversion plans and discuss required relocation
5. Closing/RAD conversion	<ul style="list-style-type: none"> • Generally, resident relocation should not begin until after the date of closing/conversion of assistance under RAD. PHAs seeking to move residents prior to closing must receive prior approval from HUD.⁹¹ • PHAs must adhere to notification requirements (described in Paragraph 8 of the RAD Relocation Notice). Generally, the notice requires a minimum of 30 days notice for residents to be temporarily relocated for up to a year, and 90 days notice for permanent relocation.⁹²

⁹⁰ See [Relocation Requirements under the Rental Assistance Demonstration \(RAD\) Program, Public Housing in the First Component](#), Appendix 1 for recommended relocation plan contents.

⁹¹ See [Relocation Requirements under the Rental Assistance Demonstration \(RAD\) Program, Public Housing in the First Component](#), § 9.

⁹² See [Relocation Requirements under the Rental Assistance Demonstration \(RAD\) Program, Public Housing in the First Component](#), § 8.

Although a written relocation plan is only strongly recommended, not required, by HUD, advocates whose PHAs are contemplating relocation as part of their RAD conversion should ensure that their local PHA develops a written relocation plan and uses a drafting process that includes significant tenant input and review. Appendix 1 of the RAD Relocation Notice provides suggested content for relocation plans.

Advocacy Example

Advocates in Cambridge, Massachusetts, negotiated a range of tenant protection terms in their relocation policies and procedures agreement. The relocation agreement for one Cambridge property, Putnam Gardens, is included in the Appendix of this advocacy guide.

This Cambridge relocation agreement states that its purpose is to “establish policies and procedures for the vacating and reoccupying of units at Putnam Gardens in connection with the Cambridge Housing Authority’s (CHA) planned revitalization of the building’s exterior, systems, and finishes. The intent of this plan is to facilitate the construction work while, to the greatest extent possible, minimizing the impact the relocation will have on residents of Putnam Gardens.” Because there was no tenant council at Putnam Gardens, the Putnam Gardens Relocation Committee was formed to negotiate the agreement with the CHA. All Putnam Garden tenants were invited to be participants on the committee.

Some key provisions in this relocation agreement include an assurance of permanent housing and benefits, information about the various funding sources and the construction phasing schedule, an overview of the information that tenants will receive, information about how relocation apartments will be assigned, whether residents will be able to return to the same unit after construction is completed, how and when relocation will happen and who will pay for it, and a relocation exception to the Cambridge Housing Authority’s pet policy.

Advocacy Example

Advocates in San Francisco were also involved in drafting a Relocation and Transition Plan for San Francisco RAD conversions, which is included in the appendix below. This relocation plan states that its objective is “to minimize the hardships of relocation and to ensure that each resident moving due to a RAD project activity is provided the full measure of assistance for which the resident is eligible.”⁹³

In the relocation plan, the SFHA committed to a “deeply intentional relocation process with the following goals: minimize disruption to the affected households; efficiently utilize and

⁹³ San Francisco Housing Authority RAD Relocation and Transition Plan (approved June 25, 2015), available at http://www.sfha.org/SFHA_Relocation_and_Transition_Plan_Approved_by_SFHA.pdf.

coordinate limited resources; clearly communicate rights, benefits, and responsibilities of all parties; and follow all applicable statutes and regulations at the federal and state levels.”⁹⁴

Additionally, this San Francisco relocation plan included the general demographic and housing characteristics of each RAD Phase 1 property that would be converting, including the estimated construction period, estimated number of construction phases, estimated temporary relocation period per tenant, estimated number of on-site and off-site moves, a description of the identified off-site relocation resources, and information about what type of construction was expected to be completed at the property. A sample relocation plan form with demographics is included below:

Brief Description:		Senior/Disabled; 4 story mid-rise; built in 1971; located on Bay Street between Powell Street and Stockton Street.							
Total Units:	50	Non-Residential:	0	Occupied:	49	Vacant:	1		
Unit Sizes:	0 BR 48	1 BR	2	2 BR	0	3 BR	0	4 BR	0
Construction Costs:	Pending		Relocation Budget:			Pending			
# HH at Flat Rent:	0		# HH Over LIHTC Income:			0			
RELOCATION INFORMATION									
Estimated Construction Period:	19.5 months: November 1, 2015 through June 15, 2017								
Estimated # Phases:	6		# Moves Per Phase:		6-17				
Estimated Temporary Relocation Period Per Tenant:	3.5 months (average)		Permanent Relocation Period Per Tenant:		N/A				
Estimated On-Site Moves:	10		Estimated Off-Site Moves:		39				
Description of Identified Off-Site Relocation Resources								Available Option	
Vacant units in RAD Phase II Properties								YES	
Units in other properties in Development Team portfolio								TBD	
Residents that may choose to stay with family members or friends								YES	
Private rental units in the market place to be identified by the Development Team								YES	
Other (please describe):								TBD	
Additional Information:									
227 Bay requires work on all major building systems, including elevator, heating, domestic hot water, electrical, plumbing, fire alarm, fire sprinkler, and building envelope. In addition, there will be work in all residential units, including bathroom and kitchen remodels, window replacement, and lighting upgrades. The building has only one elevator, and refurbishment will take approximately 5 months. Residents with limited mobility will be relocated off-site during elevator renovation work. Other construction will be completed in "stacks" of 6 to 8 units. Residents will be moved off-site or within the building, if vacancies are available.									
Languages at this property include English, Chinese, Spanish, and Russian.									

Right to Return

The RAD Notice states that:

Any resident that may need to temporarily be relocated to facilitate rehabilitation or construction has a right to return to an assisted unit at the [RAD property] once rehabilitation or construction is completed. Permanent involuntary displacement of residents may not occur as a result of a project’s conversion of assistance,

⁹⁴ San Francisco Housing Authority RAD Relocation and Transition Plan (approved June 25, 2015), available at http://www.sfha.org/SFHA_Relocation_and_Transition_Plan_Approved_by_SFHA.pdf.

including, but not limited to, as a result of a change in bedroom distribution, a de minimis reduction of units, the reconfiguration of efficiency apartments, or the repurposing of dwelling units in order to facilitate social service delivery. Where the transfer of assistance to a new site is warranted and approved (see Section 1.2.A.12), residents of the [RAD property] will have the right to reside in an assisted unit at the new site once rehabilitation or construction is complete. For more information on how to implement these provisions see the RAD Relocation Notice.⁹⁵

As this language highlights, residents who are temporarily relocated because of rehabilitation or construction retain the right to return to the RAD project once the repairs are completed and the unit is in a decent, safe, and sanitary condition.⁹⁶ Importantly, persons with disabilities returning to the RAD project may not be turned away or placed on a waiting list due to a lack of accessible units; their accessibility needs must be accommodated.⁹⁷

Advocates should monitor the PHA and RAD developer's actions to ensure that they do not employ tactics to pressure residents into relinquishing their right to return or accepting permanent relocation assistance. Tenants may choose to accept permanent relocation assistance, and therefore relinquish their right to return, but this should be a fully informed decision and not as a result of PHA pressuring tactics.

Additionally, there are some inconsistencies between the RAD Notice and the RAD Relocation Notice about the ability of permanently displaced tenants to comment on the proposed RAD relocation plans. The RAD Notice, Section II (entitled "Mod Rehab Projects") states:

If proposed plans for a project would preclude a resident from returning to the [RAD] Project, the resident must be given an opportunity to comment and/or object to such plans. If the resident objects to such plans, the Owner must alter the project plans to accommodate the resident in the converted project. If a resident agrees to such plans, the Owner must secure informed, written consent from the resident to receive permanent relocation assistance and payments consistent with URA and acknowledgement that acceptance of such assistance terminates the resident's right to return to the [RAD] Project. In obtaining this consent, Owners must inform residents of their right to return, potential relocation, and temporary and permanent housing options at least 30 days before residents must make a decision. The Owner cannot employ any tactics to pressure residents into

⁹⁵ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.4.A.5.ii.

⁹⁶ See [Relocation Requirements under the Rental Assistance Demonstration \(RAD\) Program, Public Housing in the First Component](#), § 5.

⁹⁷ See [Relocation Requirements under the Rental Assistance Demonstration \(RAD\) Program, Public Housing in the First Component](#), § 5, fn 8.

relinquishing their right to return or accepting permanent relocation assistance and payments.⁹⁸

The RAD Relocation Notice, which explicitly states that it applies to public housing conversions,⁹⁹ also states that “[i]f proposed plans for a project would preclude a resident from returning to the RAD project, the resident must be given an opportunity to comment and/or object to such plans.”¹⁰⁰ Although this relocation language does not appear in the Public Housing section of the RAD Notice, it seems clear it should be interpreted to apply to RAD public housing conversions as well as Mod Rehab conversions under RAD Component 1. Therefore, tenants who may be permanently displaced from their public housing unit because of RAD should be given the opportunity to comment and object to such plans as stated in the language above.

c. Relocation Assistance

Tenants in public housing who are displaced from their homes are generally eligible for relocation assistance, which may include moving expenses, increased housing costs during temporary relocation, and counseling about other types of housing assistance that are available.¹⁰¹ Whether these types of relocation assistance are available to tenants depends on if the tenant’s relocation will be temporary or permanent, as described below.

Relocation assistance provided pursuant to public housing and RAD requirements is broader than the requirements described in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended.¹⁰² However, not all situations requiring relocation under RAD may trigger URA requirements.¹⁰³ According to the RAD Relocation Notice, tenants must still qualify as a “displaced person” under the URA, as defined in 49 CFR 24.2(a)(9), in order to receive relocation assistance. According to the URA, a displaced person is “any person who moves from the real property or moves his or her personal property from the real property.”¹⁰⁴ The URA specifies a nonexclusive list of persons who do *not* qualify as displaced persons at 49 CFR 24.2(a)(9)(ii).

Under RAD, relocation assistance may vary depending on the length of time relocation is required.¹⁰⁵ RAD provides that the URA applies to temporary relocation caused by RAD

⁹⁸ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 2.4.E.

⁹⁹ [Relocation Requirements under the Rental Assistance Demonstration \(RAD\) Program, Public Housing in the First Component](#), § 1.

¹⁰⁰ [Relocation Requirements under the Rental Assistance Demonstration \(RAD\) Program, Public Housing in the First Component](#), § 5.

¹⁰¹ See [NHLP, HUD Housing Programs: Tenant Rights](#) (“NHLP Green Book”), § 12.8.

¹⁰² Pub. L. 91-646, 42 U.S.C. 4601, *et seq.*; 49 CFR part 24.

¹⁰³ See [Relocation Requirements under the Rental Assistance Demonstration \(RAD\) Program, Public Housing in the First Component](#), § 1.

¹⁰⁴ 49 CFR 24.2(a)(9)(i).

¹⁰⁵ [Relocation Requirements under the Rental Assistance Demonstration \(RAD\) Program, Public Housing in the First Component](#), § 6. Some residents may not qualify for relocation assistance under URA. A nonexclusive listing

rehabilitation projects.¹⁰⁶ These temporarily relocated tenants have the right to return to the property.¹⁰⁷ Tenants who will be relocated for longer than a year are eligible for permanent relocation assistance pursuant to the URA. If they accept that long-term assistance, they waive the right to return to the rehabilitated RAD unit.¹⁰⁸ These various timelines and the associated rights are described in the table below, which draws from Section 6 of the [RAD Relocation Notice](#) and a similar chart in the [San Francisco Approved RAD Relocation and Transition Plan](#).

Advocates should be sure to: (1) make sure that tenants understand if they are giving up their right to return to the property, (2) monitor what tenants are being told regarding their relocation rights, and (3) ensure that tenants receive the relocation assistance that they are entitled to under the RAD Relocation Notice and URA.

	Temporary Relocation	Extended Temporary Relocation	Voluntary Permanent Relocation
Length of Relocation	Less than 12 months	12 months or more	12 months or more
When is this type of relocation used?	When the tenant will be relocated for less than 12 months due to rehabilitation and will return to a rehabilitated unit in the project once construction is completed	When the relocation will exceed 12 months and the tenant agrees to remain temporarily relocated for an agreed-upon time period based on new information as to when they can return to a rehabilitated unit	When the relocation will exceed 12 months and the resident chooses not to proceed with extended temporary relocation
What happens to the tenant?	Tenant moves from their current unit to another unit in the same property or to a unit offsite for less than 12 months AND returns to the property once construction is completed.	Tenant moves from their current unit to another unit in the same property or to a unit offsite for 12 months or more AND returns to the property once construction is completed.	Tenant moves to a unit off-site for more than 12 months AND voluntarily forfeits their right to return to the property after construction.

of persons who do not qualify as displaced persons under URA is at 49 CFR 24.2(a)(9)(ii). See also, Paragraph 1-4(J) of HUD Handbook 1378.

¹⁰⁶ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.4.A.5.

¹⁰⁷ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.4.A.5.ii.

¹⁰⁸ [Relocation Requirements under the Rental Assistance Demonstration \(RAD\) Program, Public Housing in the First Component](#), Appendix 4 (“Sample RAD Notice of Relocation (For relocation anticipated for more than a year)”).

<p>What services and reimbursements is the tenant eligible for?</p>	<p>Includes tenant reimbursement for all reasonable out-of-pocket expenses associated with the temporary relocation. These expenses include, but are not limited to, moving expenses and increased housing costs during the temporary relocation. This should include reasonable moving expenses for a person with disabilities, which may include the cost of moving assistive equipment that is the personal property of the residents, the furnishings and personal belongings of a live-in aide, and/or other reasonable accommodations (HUD Handbook 1378, Paragraph 3-2).</p>	<p>Includes tenant reimbursement for all reasonable out-of-pocket expenses associated with the temporary relocation. These expenses include, but are not limited to, moving expenses and increased housing costs during the temporary relocation. This should include reasonable moving expenses for a person with disabilities, which may include the cost of moving assistive equipment that is the personal property of the residents, the furnishings and personal belongings of a live-in aide, and/or other reasonable accommodations (HUD Handbook 1378, Paragraph 3-2).</p>	<p>Tenant elects to permanent relocation with assistance at URA levels, including relocation advisory services that include referrals to replacement properties, help in filing payment claims and other necessary assistance to help the tenant successfully relocate, payment for moving expenses; and payments to enable the tenant to rent a similar replacement home.¹⁰⁹</p>
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¹⁰⁹ [Relocation Requirements under the Rental Assistance Demonstration \(RAD\) Program, Public Housing in the First Component](#), Appendix 2. PHAs may also offer additional services to tenants who choose permanent relocation. For example, the San Francisco Housing Authority provided additional relocation advisory services, housing search assistance, replacement housing rental assistance, tenant based vouchers, and security and pet deposit refunds. *See San Francisco Approved RAD Relocation and Transition Plan.*

<p>Is the tenant eligible for permanent relocation assistance under the URA?</p>	<p>If the tenant elects temporary relocation assistance and reoccupies a unit in the completed project within one year, the resident need not be offered permanent relocation assistance pursuant to URA.</p>	<p>If the tenant elects to receive temporary relocation assistance and the temporary relocation exceeds one year, the resident becomes eligible for all permanent relocation assistance and payments under URA. This assistance would be in addition to any assistance the person has already received for temporary relocation, and may not be reduced by the amount of any temporary relocation assistance.</p>	<p>If the tenant elects to permanently relocate with URA assistance, the PHA must inform the person that the person’s acceptance of URA relocation assistance to permanently relocate will terminate the person’s right to return to the completed RAD project.</p>
<p>Timing and Notification</p>	<p>The PHA must give the resident no less than 30 days to decide between permanent and temporary relocation assistance. If the resident elects to permanently relocate with assistance at URA levels, the PHA must inform the resident that his or her acceptance of permanent relocation assistance terminates the resident’s right to return to the completed RAD project.</p>		

d. Demolition and Reduction of Units

The RAD Notice states:

A PHA must demonstrate that any reduction in units better serves residents, will not result in the involuntary permanent displacement of any tenant family, and will not result in discrimination based on race, color, religion, national origin, sex, disability, or familial status.¹¹⁰

Under this provision, tenants cannot be permanently, involuntarily displaced due to RAD conversions. Additionally, conversions may not result in a reduction of the number of assisted units, except by a *de minimis* amount, defined as “no more than the greater of five percent of the

¹¹⁰ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.4.A.4.

number of project or portfolio units under ACC immediately prior to conversion or five units.”¹¹¹ However, a unit is excluded from this *de minimis* threshold if any of the following apply:

- The unit has been vacant for more than 24 months at the time of RAD application; or
- Reducing the total unit number will allow the PHA to more effectively or efficiently serve assisted households through:
 - 1) reconfiguring apartments (i.e. converting efficiency units to one-bedroom units); or
 - 2) facilitating social service delivery (i.e. converting a basement unit into community space).¹¹²

If none of these exclusions apply, a PHA may not reduce the number of ACC units at project unless it receives Section 18 Demolition or Disposition¹¹³ approval from the [HUD Special Applications Center](#).¹¹⁴ In all cases, the PHA must submit within their removal application a “narrative explanation of the proposed reduction, including a description of the units to be removed, an explanation of why the project can better serve assisted residents at the reduced number, and any supporting evidence.”¹¹⁵ The assigned HUD Transaction Manager will approve any reduction of units by project or portfolio.¹¹⁶

De minimis exceptions are allowed across multi-phase or portfolio conversions. For example, a PHA that is converting 200 units across three properties is permitted to replace 190 units (i.e. 95% of 200) across its portfolio and apply the unit reductions to a single property.¹¹⁷ However, this property to which the *de minimis* exception is consolidated and applied must be the last one to convert.¹¹⁸ If a PHA is proposing to reduce the number of units at one RAD property, advocates should be sure to note how many units across the portfolio would be lost under the proposal.

Conversion plans are allowed to include the partial or complete demolition of the RAD project *and replacement of assistance on-site or off-site*.¹¹⁹ If this occurs, these units are not technically being lost because they are being replaced elsewhere. However, advocates should be sure to monitor that the replacement of units off-site meet the needs of the RAD tenants who will be living there, including any reasonable accommodations that current tenants have requested.

¹¹¹ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.4.A.4.

¹¹² [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.4.A.4.

¹¹³ Demolition or disposition is the removal of public housing units from the public housing stock by razing, sale or lease (in whole or part).

¹¹⁴ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.4.A.4.

¹¹⁵ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.4.A.4.

¹¹⁶ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.4.A.4.

¹¹⁷ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.4.A.4.

¹¹⁸ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.4.A.4.

¹¹⁹ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.4.A.9.

Unless approved in writing by HUD, a PHA may only demolish and/or dispose of units following the closing of construction financing for the RAD project.¹²⁰ Advocates should be sure to monitor that units are not demolished or disposed of prior to the closing of construction financing.

Demolition will also be considered as part of the environmental review process.¹²¹ If the proposed demolition does not meet the needs of the tenants, advocates may want to consider using the environmental review process as a way to protest and influence the demolition plans.

e. Phase-In of Tenant Rent Increases

Generally, almost all tenants' rents will not change after a RAD conversion because the tenant's rent contribution is already 30% of their monthly adjusted income. However, some tenants may have been paying a flat rent or minimum rent in their public housing unit that is less than 30% of their income. These tenants may see an increase in their rent because of the RAD conversion.

If a tenant's monthly rent increases by more than the greater of 10% or \$25 *purely as a result of the RAD conversion*, the rent increase must be phased in over three or five years.¹²² A PHA must create a policy setting the length of the phase-in period at three years, five years, or a combination depending on circumstances. For example, a PHA may create a policy that uses a three year phase-in for smaller increases in rent and a five year phase-in for larger increases in rent. This policy must be in place at conversion and cannot be modified after conversion. The RAD Notice describes how to calculate the yearly rent increases under three and five year phase-in periods for both PBV and PBRA conversions.¹²³

A supplemental PBV or PBRA lease rider should be attached to converting RAD tenants' lease and/or house rules that describes how to calculate yearly rent increases under the chosen phase-in period.¹²⁴

f. Tenant Organizations

At both PBV and PBRA RAD properties, residents have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment. Attachment 1B of the RAD Notice describes the resident participation and funding requirements for public housing conversions to PBRA and PBV, including protected activities, meeting space, resident organizers, canvassing, and funding.

These residents are eligible for resident participation funding.¹²⁵ RAD developers must provide \$25 per occupied unit annually for resident participation, of which at least \$15 per occupied unit

¹²⁰ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.4.A.9.

¹²¹ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.4.A.9.

¹²² [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), §§ 1.6.C.4, 1.7.B.3.

¹²³ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), §§ 1.6.C.4, 1.7.B.3.

¹²⁴ See [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.6.C.4.

¹²⁵ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), §§ 1.6.C.6, 1.7.B.5; Attachment 1B.

shall be provided to the “legitimate resident organization”¹²⁶ at the covered property.¹²⁷ These funds must be used for resident education, organizing around tenancy issues, and training activities.

In the absence of a “legitimate resident organization” at a RAD project:

- HUD “encourages” the RAD developers and residents to “work together to determine the most appropriate ways to foster a constructive working relationship, including supporting the formation of a legitimate residents organization.”¹²⁸ Residents are encouraged to contact the RAD developer directly with questions or concerns regarding issues related to their tenancy.¹²⁹ RAD developers are also encouraged to actively engage residents in the absence of a resident organization;¹³⁰ and
- RAD developers “must make resident participation funds available to residents for organizing activities.”¹³¹ If tenants would like to request such funding for organizing activities, they must make written requests to the RAD developer, and their requests will be “subject to approval” by the RAD developer.¹³² Obviously, this raises potential conflicts when tenants want to organize against the RAD developer.

Advocates should work with tenants to ensure that RAD developers support resident organizations and provide the resident participation funds that are required under the RAD Notice. Advocates may also consider working with tenants to create a memorandum of agreement between the tenants and RAD developers to specify additional requirements of the RAD developers and instances where they must consult with the tenant organization beyond what is required in the RAD Notice.

g. Long-Term Public Ownership

Under RAD, with one significant exception, initial ownership or control of the converted units must be by a public or nonprofit entity.¹³³ Public or nonprofit ownership is likely to be more committed to long-term affordability of the housing and can more readily be held publicly accountable.¹³⁴ Ownership by a for-profit entity is permitted to facilitate the use of tax credits,

¹²⁶ A resident organization is “legitimate” if it has been “established by the residents of an applicable project, meets regularly, operates democratically, is representative of all residents in the project, and is completely independent of the Project Owner, management, and their representatives.” [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1B.2.B.1.

¹²⁷ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), Attachment 1B.

¹²⁸ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1B.2.B.6.

¹²⁹ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1B.2.B.6.a.

¹³⁰ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1B.2.B.6.a.

¹³¹ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1B.2.B.6.b.

¹³² [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1B.2.B.6.b.

¹³³ Pub. L. No. 112-55, div. C, tit. II, 125 Stat. 552, 675 (Nov. 18, 2011) (“RAD Statute”) (“the Secretary shall require ownership or control of assisted units by a public or nonprofit entity except as determined by the Secretary to be necessary . . .”). The RAD statute authorizes the Secretary to “establish the requirements for converted assistance under the demonstration through contracts, use agreements, regulations, or other means . . .” *Id.*

¹³⁴ However, note that public accountability could be compromised by a PHA’s disposition of the property to a nonprofit entity, or a nonprofit-controlled tax credit entity, because nonprofit corporations are rarely subject to the

but only if the PHA preserves an interest in the property as approved by HUD.¹³⁵ This interest should usually include either a long-term ground lease on the land and/or a position as managing general partner in any tax credit entity.¹³⁶ For example, through a ground lease, a PHA may require that the underlying land be restricted to be used as affordable housing for low-income persons, so that any improvements on the site would be restricted accordingly. Appropriate monitoring and regulation of the new ownership entities will be necessary to help ensure the long-term affordability of the converted former public housing units.

The RAD Notice states:

Except where permitted to facilitate the use of tax credits, during both the initial term and all renewal terms of the HAP contract, HUD will require ownership or control of the [RAD] Project by a public or non-profit entity. Public or non-profit entity or ownership control requirements may be satisfied if a public or non-profit entity: (1) holds a fee simple interest in the real property of the [RAD] Project; (2) has the direct or indirect legal authority (via contract, partnership share or agreement of an equity partnership, voting rights, or otherwise) to direct the financial and legal interests of the Project Owner or (3) has 51 percent or more interest of the general partner share in a limited partnership; is the managing member of an LLC or has 51 percent or more of the membership shares of an LLC . . . HUD may allow ownership of the project to be transferred to a tax credit entity controlled by a for-profit entity to facilitate the use of tax credits for the [RAD] Project, but only if HUD determined that the PHA preserves its interest in the property.¹³⁷

There are several ways that HUD suggests preserving the PHA's interest in a project using tax credits, including if:

- The PHA, or an affiliate under its sole control, is the sole general partner or managing member;
- The PHA retains fee ownership and leases the real estate to the tax credit entity pursuant to a long-term ground lease;

public disclosure and open meetings laws that govern public agencies, and the accountability of their directors may be inferior to that of a PHA board.

¹³⁵ *Id.* (“the Secretary . . . may allow ownership to be transferred to a for-profit entity to facilitate the use of tax credits only if the public housing agency preserves its interest in the property in a manner approved by the Secretary.”). HUD interprets this to permit ownership by a for-profit at initial conversion and thereafter. For-profit ownership is not limited to events following foreclosure, bankruptcy, or termination and transfer of assistance for material violations or substantial default. *See* [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.4.A.11.

¹³⁶ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.4.A.11. HUD's latest revision of this guidance includes other criteria that could, if approved by HUD, also preserve the PHA's interest in the property, including being given control or over significant aspects of operations. *Id.*

¹³⁷ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.4.A.11.

- The PHA retains control over the leasing of the RAD project, such as exclusively maintaining and administering the waiting list for the RAD project, including performing eligibility determinations complying with the PHA Plan;
- The PHA enters into a Control Agreement by which the PHA retains consent rights over certain acts of the RAD developer (including, for example, disposition of the RAD project, leasing, selecting the management agent, setting the operating budget and making withdrawals from the reserves) and retains certain rights over the RAD project, such as administering the waiting list; or
- Other means that HUD finds acceptable, in its sole discretion.¹³⁸

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

Advocacy Example

Advocates in San Francisco were able to secure a ground lease between the San Francisco Housing Authority (lessor) and RAD developers (lessees) for a term of 99 years, beginning on the closing date. The ground lease states:

“Throughout the Term, Lessee shall, subject to Section 12.19, continuously use and operate the Site only for the following uses, and such other uses as are reasonably and customarily attendant to such uses: rehabilitation, marketing for lease and leasing of the Units, in a manner which strictly satisfies the requirements of this Lease and the HUD Requirements, particularly, the Use Agreement. . . .

Upon the Closing, and during the Term, the Improvements on the Land shall be and remain the property of Lessee; provided, however, that Lessee shall have no right to destroy, demolish or remove the Improvements except as specifically provided for in this Lease or as approved in writing by Lessor. Upon the expiration of the Term, subject to applicable cure rights of HUD and any Approved Lenders or Limited Partner, or when the Lease is otherwise terminated under the terms of this Lease, title to the Improvements shall revert to and vest in Lessor without cost to Lessor. It is the intent of the Parties that this Lease and Memorandum of Lease shall create a constructive notice of severance of the Improvements from the Land.”

Under this ground lease, the Mayor’s Office of Housing and Community Development retains oversight rights to: review proposed rent increases and occupancy restrictions, approve proposed construction plans and timelines, assess material building alterations

¹³⁸ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.4.A.11.

valued at over \$100,000, ensure that the RAD developer maintains the properties in good condition and repair, approve the RAD developer's management agent, conduct periodic reviews of the management practices and financial status of the RAD property, approve the annual operating budget, create and participate in a RAD-specific oversight board, and other provisions.

Importantly, the ground lease states that the City and County of San Francisco, acting through the Mayor's Office of Housing and Community Development, is a third party beneficiary who can enforce the rights and benefits of the ground lease.

Advocacy Example

Advocates in Chicago drafted a city ordinance that would provide tenant protections and assurances of public oversight and control of RAD developments. The ordinance has been filed and is pending a committee hearing in city council. It contains provisions to ensure the housing authority retains a controlling interest in the RAD development or in the land if the conversion involves a tax credit developer. Transfers of interest to a for-profit tax credit developer must be approved by the city after public notice.

Advocates should consider including similar protections in local ordinances in order to protect the long-term affordability and public oversight of RAD properties.

Since RAD requires mandatory contract renewal by owners to protect long-term affordability of RAD properties, the primary threat to long-term affordability (aside from a federal funding default) is the termination of the HAP contract by HUD or the contract administrator for owner breach. Although Congress attempted to address this risk by authorizing public control in the event of HAP contract default, termination, or transfer of assistance,¹³⁹ those protections could nevertheless be thwarted by HUD's determination that they are unnecessary or by a HAP contract termination, as explained below.

Ownership Transfers

If HUD determines it necessary pursuant to foreclosure, bankruptcy, or termination and transfer of assistance for material or substantial default, the RAD statute requires transfer of ownership to (in the following order): (1) a capable public entity, or (2) a capable non-public entity.¹⁴⁰

Transfer to a for-profit entity for use of tax credits is permissible if the PHA preserves its interest

¹³⁹ S. Rep. No. 112-83, 109 (2011) ("The Committee has included language to establish procedures that will ensure that public housing remains a public asset in the that [sic] event that the project experiences problems, such as default or foreclosure.").

¹⁴⁰ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.4.A.11.

in the property, as approved by HUD.¹⁴¹ Any such designated capable entity is subject to the RAD Use Agreement, which prohibits any further transfer or encumbrance of the property without HUD release of covenants.¹⁴²

In addition to the statutory provisions, the HAP contract terms also restrict the ability of owners to transfer either the HAP contract or the underlying property.¹⁴³ Under these provisions, the owner agrees not to transfer the contract or the project without written approval. The PBRA HAP contract requires approval from HUD,¹⁴⁴ whereas the PBV HAP contract requires PHA approval “in accordance with HUD requirements.”¹⁴⁵ Transfers also include foreclosure and transfer in bankruptcy.¹⁴⁶ In addition, for PBRA, the HAP contract continues in existence in the event of any disposition of the project and foreclosure, unless HUD approves otherwise.¹⁴⁷

Transfers of member interests in ownership entities utilizing LIHTCs only are subject to fewer restrictions, since the title to the property or the RAD requirements are unaffected. Transfer of investor members/partners is not considered a default under the HAP contract or RAD Use Agreement if HUD receives both prior written notice and copies of documents regarding transfer, including “any and all amendments to [o]wner’s organization documents.”¹⁴⁸ Apparently, there is no HUD approval requirement for transfers of these interests.

Contract Default

In the event of a default under the HAP contract, HUD may transfer the PBV or PBRA contract and subsidies to another entity,¹⁴⁹ along with the RAD Use Agreement, for use at another

¹⁴¹ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.4.A.11.

¹⁴² [RAD Use Agreement](#), § 7.

¹⁴³ PBRA transfer includes transfer by owner, in whole or in part; transfer by a party having a substantial interest in the owner, significant change in the ownership of the interest in the owner; and refinancing or restructuring of permanent debt by the owner. HUD, *Housing Assistance Payments Contract Part II, Rental Assistance Demonstration (RAD) for the Conversion of Public Housing to Project-Based Section 8*, Form 52618, § 2.20(d)(1)(i)-(iv). PBV transfer includes any sale or assignment or transfer of ownership, in any form, of the HAP contract or the property; transfer of any right to receive housing assistance payments; creation of a security interest in the HAP contract or property; foreclosure; and bankruptcy. HUD, *Section 8 Project-Based Voucher Program, PBV Housing Assistance Payments Contract Part II, New Construction or Rehabilitation*, Form 52530A (as amended by HUD Form 52621), § 21(a)(2).

¹⁴⁴ Form 52618, § 2.20(a).

¹⁴⁵ Form 52530A, § 21.

¹⁴⁶ Form 52530A, § 21(a)(2)(D), 21(a)(2)(E).

¹⁴⁷ See [RAD Use Agreement](#), § 1; Form 52618, § 2.20(f)(2). The PBV HAP contract has no similarly explicit language concerning its survival during foreclosure, but requires PHA consent of any transfer of the property, including by foreclosure. Form 52530A, § 21.

¹⁴⁸ HUD, LIHTC Rider to Housing Assistance Payments Contract (for PBV RAD conversions from Public Housing), ¶ 3; HUD, LIHTC Rider to Housing Assistance Payments Contract (for PBRA RAD conversions from Public Housing), ¶ 3.

¹⁴⁹ [RAD Use Agreement](#), § 7. HUD may also approve a transfer of the HAP contract and RAD Use Agreement after 10 years from the initial contract (unless transfer is needed sooner as a result of a natural disaster) if the project is economically non-viable, physically obsolete, severely distressed or uninhabitable due to unforeseen circumstances or if the transfer is in the best interest of the project’s residents. *Id.* Note that – for what should be truly unusual circumstances – a transfer at the time of initial RAD conversion must also be included as a significant amendment to the PHA’s Annual Plan.

property. Any new owner must assume the obligations of the RAD Use Agreement and the HAP contract, for itself and successors, “until released by HUD.”¹⁵⁰ As discussed below, however, apparently HUD has no affirmative duty upon default to transfer the HAP contract to a new owner or property.

Upon owner default, HAP contract termination is another possible remedy specified by the contract. The entity with the authority to terminate differs between the PBRA and PBV program. Under PBRA, HUD (or its contract administrator) may terminate the HAP contract upon default, after following prescribed steps.¹⁵¹ Upon default under the PBV HAP contract, the PHA, as contract administrator, may terminate the HAP contract on any property, including one that is owned by an entity in which it retains an interest.¹⁵²

Although the PBV program allows a PHA to comprise both signatories to a HAP contract for PHA-owned units,¹⁵³ RAD PBV guidance prohibits the same legal entity from serving as both the contract administrator and the owner, but a PHA may still have an interest in the ownership.¹⁵⁴ Typically, this interest takes the form of a PHA-controlled affiliated nonprofit, a general partner in a partnership or a member of a limited liability company. The contract administrator is usually the same PHA that is converting the property to PBV assistance,¹⁵⁵ unless the PHA does not operate a voucher program.

Foreclosure and the HAP Contract

In the event of foreclosure under a mortgage secured by a RAD-converted property, HUD has established an arrangement that is intended to ensure that ownership can be transferred to the lender or to another entity that is pre-approved by HUD as a Lender Temporary Custodian (LTC).¹⁵⁶ The LTC effectively acts as the new owner of the project for an interim period of: (1) 90 days, or (2) up to 120 days with HUD approval, or (3) longer “as HUD deems reasonably necessary” to find a permanent replacement owner (PRO).¹⁵⁷ The LTC will be considered the owner of the project pursuant to the HAP contract, permitting continued assistance, unless that status is revoked by HUD.

¹⁵⁰ *Id.*

¹⁵¹ *Id.*

¹⁵² *Id.* at § 3.7. HUD also has authority to take enforcement action on a RAD PBV contract where the PHA administrator has failed to do so. *Id.*

¹⁵³ 24 C.F.R. § 983.59 (2015) (in such cases, certain program services must be performed by a HUD-approved independent entity).

¹⁵⁴ HUD, *Rental Assistance Demonstration (RAD), Quick Reference Guide for Public Housing Projects Converting to Project-Based Voucher (PBV) Assistance* (Oct. 2014), § 2.8.

¹⁵⁵ HUD, *Rental Assistance Demonstration (RAD), Quick Reference Guide for Public Housing Projects Converting to Project-Based Voucher (PBV) Assistance* (Oct. 2014), § 3.1.1.

¹⁵⁶ HUD, *Lender Rider to Housing Assistance Payments Contract (for PBV RAD conversions from Public Housing) (“PBV Lender Rider”)*, § 3; *Lender Rider to Housing Assistance Payments Contract (for PBRA RAD conversions from Public Housing) (“PBRA Lender Rider”)*, § 3.

¹⁵⁷ PBV Lender Rider, § 3(c); PBRA Lender Rider, § 3(c).

During this interim period, the LTC is to identify a PRO acceptable to HUD to assume the HAP contract, RAD Use Agreement, and other RAD requirements. HUD's consent is required in order for the HAP assistance to flow to the PRO. Despite these protections to ensure long-term affordability, HUD is not required to continue HAP assistance to the PRO. If the Section 8 contract is terminated, only the default affordability protections of the RAD Use Agreement control. Tenants and applicants are specifically precluded from enforcing the HAP contract.¹⁵⁸

Resulting Risks to Long-Term Affordability

Despite RAD's statutory intent to maintain affordability of converted properties, there remain potentially significant risks to long-term affordability. One risk is the insufficiency of appropriated funds, which relieves HUD of the obligation to provide renewal funding increments for the contract term¹⁵⁹ and both parties from the mandatory renewal obligation.¹⁶⁰ Another primary risk is that, upon HAP contract termination, either by HUD or the contract administrator or as part of foreclosure, there is no requirement for continued assistance that keeps the property affordable. Nothing in the HAP contracts or RAD Use Agreement explicitly prevents termination for owner breach¹⁶¹ or prevents an involuntary transfer of the property without the HAP contract. Although HUD may exercise its discretion to provide continued rental assistance to new owners in such circumstances, it is not required to do so. Note that other laws may control HUD's actions in terminating certain project-based Section 8 contracts.¹⁶² Also, where the HAP contract is terminated, as noted above, new owners or custodians (in the case of foreclosure) are subject only to the RAD Use Agreement's default affordability requirements, which require only rents at 30% of 80% of AMI,¹⁶³ and even that could be released.

Advocates should be sure to understand and educate tenants about the risks to long-term affordability of the RAD properties, as noted above. Although there are national advocacy efforts to push HUD to implement requirements that ensure long-term affordability, prevent the loss of the property due to ownership transfers, contract default, or foreclosure, and minimize the risks noted above, advocates may also want to consider local solutions that would support the RAD properties and tenants in case of contract default, termination, or foreclosure. Tenants should not lose their affordable housing because of issues beyond their control, such as contract default,

¹⁵⁸ Form 52618, § 2.22.

¹⁵⁹ HUD, Housing Assistance Payments Contract Part I, Rental Assistance Demonstration (RAD) for the Conversion of Public Housing to Project-Based Section 8, Form 52620, § 1(b).

¹⁶⁰ *Id.* at § 1.5.

¹⁶¹ *See, e.g.*, Form 52618, § 2.21(b). Although the provisions recognizing that an executory contract survives foreclosure are helpful (*id.* at § 2.20(f)), they specifically allow HUD to approve otherwise. In any event, tenants and applicants are specifically precluded from enforcing the HAP contract. *Id.* at § 2.22.

¹⁶² *See, e.g.*, Pub.L. No. 113-235, div. L, tit. II, General Provisions, § 216 (Dec. 18, 2015) (requiring HUD to maintain project-based Section 8 contracts at or during foreclosure process, and to provide tenant protections prior to abatement or termination on limited grounds), and § 225 (requires HUD to pursue specified enforcement actions for project-based Section 8 (but not PBVs) with failing REAC scores).

¹⁶³ [RAD Use Agreement](#), § 3 (new tenants must have incomes at or below 80% of AMI and rents are restricted at 30% of 80% of AMI; HUD also has sole discretion to reduce the percentage of restricted units due to a lack of low-income demand or financial viability); *see also* [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), §§ 1.6.B.4.c, 1.7.A.4.c.

termination, or foreclosure. Local solutions could include organizing local nonprofits and/or local government to provide continued financial assistance to keep the property affordable in the event of contract default, termination, or foreclosure.

h. Tenant Grievance Procedure

The RAD authorization statute states that tenants shall “at a minimum” retain all rights provided under sections 6 and 9 of the United States Housing Act of 1937.¹⁶⁴ Among these rights is the public housing grievance procedure, described in detail in Section 10.2 of the NHLP Green Book.¹⁶⁵ Public housing tenants are entitled to use the grievance procedure to address a broad range of individual disputes about PHA action or failure to act with respect either to the tenant’s lease or PHA regulations that adversely affect a tenant’s rights, duties, welfare, or status.¹⁶⁶ The RAD Notice discusses specific grievance rights for both RAD PBV and RAD PBRA conversions, which draw upon some aspects of the public housing grievance procedure.

In general, advocates should work with tenants to evaluate the current public housing grievance procedure and whether it currently meets tenants’ needs. If so, advocates should propose using some or all of the public housing grievance procedure as the new RAD grievance procedure, or at least as a starting point to create the new RAD grievance procedure. If there are certain subjects where tenants and advocates feel that the current public housing grievance procedure does not meet their needs or could be improved upon, the adoption or creation of a RAD grievance procedure provides a great opportunity to advocate for tenant-supportive changes. Additionally, the RAD Notice provides that certain provisions must be included in the RAD grievance procedure, in order to reflect the conversion to PBV or PBRA under RAD.

RAD PBV Grievance Procedures

In RAD PBV conversions, the RAD Notice establishes certain procedural rights for grievances, which largely mirrors the public housing grievance procedure.¹⁶⁷ For issues related to tenancy and termination of assistance, PBV program rules require the RAD developer to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. The RAD Notice also specifies alternative requirements for 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, to require that:

- a. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi),¹⁶⁸ an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a RAD developer action in accordance with the individual’s lease or the contract administrator in

¹⁶⁴ [Consolidated and Further Continuing Appropriations Act, 2012](#), Pub. Law 112-55, 125 Stat. 673 (Nov. 18, 2011).

¹⁶⁵ [NHLP, HUD Housing Programs: Tenant Rights](#) (“NHLP Green Book”), § 10.2 (2012); 42 U.S.C. § 1437d(k); 24 CFR part 966(B).

¹⁶⁶ 24 CFR §§ 966.50, 966.53(a); *see generally* 24 CFR part 966.

¹⁶⁷ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.6.C.7.ii.

¹⁶⁸ Section 982.555(a)(1)(iv) is not relevant to RAD as the tenant-based certificate has been repealed.

accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.

- i. For any hearing required under 24 CFR § 982.555(a)(1)(i)-(vi), the contract administrator will perform the hearing, as is the current standard in the program. The hearing officer must be selected in accordance with 24 CFR § 982.555(e)(4)(i).
 - ii. For any additional hearings required under RAD, the RAD developer will perform the hearing.
- b. There is no right to an informal hearing for class grievances or to disputes between residents not involving the RAD developer or contract administrator.
 - c. The RAD developer gives residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).
 - d. The RAD developer provides an opportunity for an informal hearing before an eviction.

Current PBV program rules require that hearing procedures must be outlined in the PHA's Section 8 Administrative Plan.

RAD PBRA Grievance Procedures

In RAD PBRA conversions, the RAD Notice incorporates tenant procedural rights to comply with Section 6 of the U.S. Housing Act of 1937.¹⁶⁹ These rights are to be included as an addendum to the House Rules of the RAD property, and the House Rules must be provided to HUD as part of the Financing Plan submission.¹⁷⁰ In addition to program rules that require that tenants are given notice of covered actions under 24 CFR part 245 (including increases in rent, conversions of a project from project-paid utilities to tenant-paid utilities, or a reduction in tenant paid utility allowances), HUD requires that:

- Residents be provided with notice of the specific grounds of the RAD developer's proposed adverse action, as well as their right to an informal hearing with the RAD developer;
- Residents have an opportunity for an informal hearing with an impartial member of the RAD developer's staff within a reasonable period of time;
- Residents have the opportunity to be represented by another person of their choice, to ask questions of witnesses, have others make statements at the hearing, and to examine any

¹⁶⁹ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.7.B.6.ii.

¹⁷⁰ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), §§ 1.7.B.6, Attachment 1E.

regulations and any evidence relied upon by the RAD developer as the basis for the adverse action. With reasonable notice to the RAD developer, prior to hearing and at the residents' own cost, residents may copy any documents or records related to the proposed adverse action; and

- RAD developers provide the resident with a written decision within a reasonable period of time stating the grounds for the adverse action and the evidence the RAD developer relied on as the basis for the adverse action.

The RAD developer will be bound by decisions from these hearings, except if the:

- Hearing concerns a matter that exceeds the authority of the impartial party conducting the hearing.
- Decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, state, or local law.

The RAD Notice also states that if “the Project Owner determines that it is not bound by a hearing decision, the Project Owner must promptly notify the resident of this determination, and of the reasons for the determination.”¹⁷¹

Regardless of whether there is a PBV or PBRA conversion under RAD, advocates should focus carefully on spelling out grievance rights and procedures consistent with existing law in public housing, in documents where they will be enforceable by residents, such as in a lease addendum.

Advocacy Example

Advocates in San Francisco sought a two-step grievance procedure, similar to the public housing grievance procedure, which is attached to the RAD tenants' lease. The grievance procedure states:

“1. **PRESENT YOUR REQUEST FOR AN INFORMAL HEARING ON TIME.** You must personally make a request for an informal hearing either orally or in writing to the [RAD DEVELOPER NAME] administrative office (located at INSERT ADDRESS), so that together we may agree to a date and time to discuss your grievance informally.

....

2. **THE INFORMAL HEARING.** The goal of the informal hearing is to settle the problem without the need for a formal hearing or court proceedings. If you have a complaint and request a hearing, you will have an informal hearing with an individual who did not make or approve the decision or a subordinate of this person.

....

3. **THE FORMAL HEARING.** If you are dissatisfied with management's decision at the informal hearing, you have a right to a formal hearing. An impartial person,

¹⁷¹ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.7.B.6.ii.

(someone other than a person who made or approved the decision or a subordinate of this person) will conduct the formal hearing. An impartial hearing officer will be selected from the rotating list of hearing officers established by SFHA after consultation with the resident organizations.”

Advocates in San Francisco wanted to ensure that there was a two-step grievance procedure in order to provide various neutral decision-makers and an extensive process with a tenant-supportive timeline for resolution of the grievance. The complete “San Francisco Appeal and Grievance Procedure for RAD Developments” is included in the Appendix.

When drafting or commenting on proposed grievance procedures, advocates should also be sure to note who the grievance procedure applies to. Should the grievance procedure apply only to tenants who lived at the property when it was public housing and have remained or returned after the RAD conversion, or should it also apply to new applicants who will be seeking to move to the converted RAD unit?

Advocacy Example

Advocates in San Francisco were able to secure a grievance procedure that applies to both tenants and applicants. The San Francisco grievance procedure states:

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

....

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

Advocates in San Francisco had long experienced that the public housing applicants who were denied (who were often homeless individuals) did not have an adequate grievance process to appeal the denial of housing. This meant that individuals who were the hardest to house in the community were consistently denied without a chance to dispute the denial. In response to this need, advocates wanted to ensure that applicants who wanted to move to a converted RAD property would have the same appeals process as tenants who already lived at the RAD property. Advocates who are facing similar issues in their community should consider including language in their RAD grievance procedure that applies to both existing RAD tenants and new RAD applicants.

Additionally, when writing a RAD grievance procedure, it is important to consider what will happen to tenants who apply to live in RAD properties, are denied placement in a RAD unit, and subsequently appeal their denial. If the RAD applicant wins the appeal, will the unit that they originally applied for be available after the appeal has concluded? Based on prior PHA actions, advocates in San Francisco were worried that an applicant appeal would be useless unless the available unit was held open for the applicant during their appeal.

Advocacy Example

Advocates in San Francisco were able to secure language about holding a unit open during the entire appeals process in the local RAD Tenant Selection Plan, which was an attachment to the loan agreement between the City and County of San Francisco and the RAD developers. This language states:

“Developer shall hold a comparable unit for the household during the entire appeal process.”

This language means that, if a tenant who has applied to live in a RAD property is denied by the RAD developer or San Francisco Housing Authority and appeals the denial, a comparable unit (to the one that they applied for) will be held by the RAD developer until the appeal has concluded. This ensures that the RAD applicant appeals process is still meaningful. Without this language, RAD applicants could appeal their denial, but even if they won the appeal, may not have had a unit to move to.

i. Waiting Lists

The RAD Notice allows PHAs to choose between several types of waiting lists for new applicants who are applying to move to converted RAD properties. How a waiting list is managed could drastically impact the effect of waiting list preferences, transfers between RAD properties within the same jurisdictions, and the timeline for an applicant on the waiting list to be moved into a RAD unit. Also, if a PHA is proposing to change the type of waiting list (i.e. program-wide to site-based waiting lists), tenants will need to be educated about the new type of waiting list and if/how they will need to place themselves on a new waiting list. The details of these waiting lists depend on whether the RAD project is converting to PBV or PBRA assistance under RAD.

Establishing Waiting Lists for PBV Conversions¹⁷²

For RAD conversions to PBV assistance, 24 CFR § 983.251 sets out PBV program requirements related to establishing and maintaining a voucher-wide, PBV program-wide, or site-based

¹⁷² [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.6.D.4.

waiting list from which residents for the RAD project will be admitted.¹⁷³ The RAD Notice states that the PHA “shall consider the best means to transition applicants from the current public housing waiting list” to the new waiting list(s), including several options:

- Transferring an *existing site-based* waiting list to a *new site-based* waiting list:
 - “If the PHA is transferring the assistance to another neighborhood, the PHA must notify applicants on the wait-list of the transfer of assistance, and on how they can apply for residency at the new project site or other sites. Applicants on a project-specific waiting list for a project where the assistance is being transferred shall have priority on the newly formed waiting list for the new project site in accordance with the date and time of their application to the original project’s waiting list.”¹⁷⁴
- Informing applicants on the *site-based* waiting list on how to apply for a *PBV program-wide or HCV program-wide* waiting list
- Informing applicants on a *public housing community-wide* waiting list on how to apply for a *voucher-wide, PBV program-wide, or site-based* waiting list:
 - “If using a site-based waiting list, PHAs shall establish a waiting list in accordance with 24 CFR § 903.7(b)(2)(ii)-(iv) to ensure that applicants on the PHA’s public housing community-wide waiting list have been offered placement on the converted project’s initial waiting list. In all cases, PHAs have the discretion to determine the most appropriate means of informing applicants on the public housing community-wide waiting list given the number of applicants, PHA resources, and admissions requirements of the projects being converted under RAD. A PHA may consider contacting every applicant on the public housing waiting list via direct mailing; advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (e.g., radio stations, posters, newspapers) within the marketing area; informing local non-profit entities and advocacy groups (e.g., disability rights groups); and conducting other outreach as appropriate. Applicants on the agency’s public housing community-wide waiting list who wish to be placed onto the newly-established site-based waiting list must be done so in accordance with the date and time of their original application to the centralized public housing waiting list. Any activities to contact applicants on the public housing waiting list must be conducted in accordance with the requirements for effective communication with persons with disabilities at 24 CFR § 8.6 and with

¹⁷³ These provisions will apply unless the project is covered by a remedial order or agreement that specifies the type of waiting list and other waiting list policies.

¹⁷⁴ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.6.D.4.

the obligation to provide meaningful access for persons with limited English proficiency (LEP).”¹⁷⁵

Establishing Waiting Lists for PBRA Conversions¹⁷⁶

For PBRA conversions, the RAD developer can use a project-specific or community waiting list. The RAD notice states that the “PHA shall consider the best means to transition applicants from the current public housing waiting list” to the new waiting list(s), including:

- Transferring an *existing site-based* waiting list to a *new site-based* waiting list:
 - “If the PHA is transferring the assistance to another neighborhood, the PHA must notify applicants on the wait-list of the transfer of assistance, and on how they can apply for residency at the new project site or other sites. Applicants on a project-specific waiting list for a project where the assistance is being transferred shall have priority on the newly formed waiting list for the new project site in accordance with the date and time of their application to the original project’s waiting list.”
- Informing applicants on the *site-based* waiting list on how to apply for a *community-wide* waiting list
- Informing applicants on a *public housing community-wide* waiting list on how to apply for a *new community-wide or site-based* waiting list:
 - “If using a site-based waiting list, PHAs shall establish a waiting list in accordance 24 CFR § 903.7(b)(2)(ii)-(iv) to ensure that applicants on the PHA’s public housing community-wide waiting list have been offered placement on the converted project’s initial waiting list. In both cases, PHAs have the discretion to determine the most appropriate means of informing applicants on the public housing community-wide waiting list, given the number of applicants, PHA resources, and admissions requirements of the projects being converted under RAD. A PHA may consider contacting every applicant on the public housing waiting list via direct mailing; advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (e.g., radio stations, posters, newspapers) within the marketing area; informing local non-profit entities and advocacy groups (e.g., disability rights groups); and conducting other outreach as appropriate. Applicants on the agency’s public housing community-wide waiting list who wish to be placed onto the newly-established site-based waiting list must be placed in

¹⁷⁵ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.6.D.4. For more information on serving persons with LEP, see HUD’s Final guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (72 FR 2732), published on January 22, 2007.

¹⁷⁶ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.7.C.3.

accordance with the date and time of their original application to the centralized public housing waiting list. Any activities to contact applicants on the public housing waiting list must be conducted in accordance with the requirements for effective communication with persons with disabilities at 24 CFR § 8.6 and the obligation to provide meaningful access for persons with limited English proficiency (LEP).”¹⁷⁷

j. Student Eligibility

Student eligibility for both Section 8 and LIHTC programs is more restrictive than under the public housing program. RAD alters some Section 8 program requirements, but has not yet altered LIHTC program requirements regarding student eligibility.

Section 8 Generally

In 2006, HUD enacted 24 C.F.R. 5.612 (“Restrictions on assistance to students enrolled in an institution of higher education”), which restricts students enrolled in an institution of higher education and who meet certain other requirements from receiving assistance under Section 8. 24 C.F.R. 5.612 states that “No assistance shall be provided under section 8 of the 1937 Act to any individual who:

- a. Is enrolled as a student at an institution of higher education, as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002);
- b. Is under 24 years of age;
- c. Is not a veteran of the United States military;
- d. Is unmarried;
- e. Does not have a dependent child;
- f. Is not a person with disabilities, as such term is defined in section 3(b)(3)(E) of the 1937 Act and was not receiving assistance under section 8 of the 1937 Act as of November 30, 2005; and
- g. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under section 8 of the 1937 Act.”

There are two “RAD Quick Reference Guides” that make this provision somewhat complicated, depending on if the RAD property is converting to PBRA or PBV.

¹⁷⁷ For more information on serving persons with LEP, see HUD’s *Final guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons* (72 FR 2732), published on January 22, 2007.

Section 8 PBRA

For RAD properties converting to PBRA, Section 9.1.2 (“Eligibility of Students”) of the [RAD PBRA Quick Reference Guide](#) details the requirements to determine student eligibility, including:

- Owners must determine a student’s eligibility for Section 8 assistance at move-in, annual recertification, initial certification (when an in-place tenant begins receiving Section 8), and at the time of an interim recertification if one of the family composition changes reported is that a household member is enrolled as a student.
- Section 8 assistance cannot be provided to any individual who:
 - Is enrolled as either a part-time or full-time student at an institution of higher education for the purpose of obtaining a degree, certificate, or other program leading to a recognized educational credential; and
 - Is under the age of 24; and
 - Is not married; and
 - Is not a veteran of the United States military; and
 - Does not have a dependent child; and
 - Is not a person with disabilities, as such term is defined in 3(b)(3)(E) of the United States Housing Act of 1937 (42 USC 1437a(b)(3)(E)) and was not receiving section 8 assistance as of November 30, 2005. (See Definition E in HUD Handbook 4350.3 REV-1, Figure 3-6); and
 - Is not living with his or her parents who are receiving Section 8 assistance; and
 - Is not individually eligible to receive Section 8 assistance or has parents (the parents individually or jointly) who are not income eligible to receive Section 8 assistance. See paragraph 3-33 of HUD Handbook 4350.3 REV-1 for verifying parent’s eligibility.
- For a student to be eligible independent of his or her parents (where the income of the parents is not relevant), the student must demonstrate the absence of, or his or her independence from, parents.

HUD Handbook 4350.3 REV-1, Chapter 3 provides more information on student eligibility and calculating income for students.

Section 8 PBV

There is a separate “[RAD PBV Quick Reference Guide](#)” for PBV converting properties. Unfortunately, the RAD PBV Quick Reference Guide does not explicitly mention student eligibility. However, 24 C.F.R. 5.612 would still apply to RAD PBVs, as discussed above.

LIHTC

The rules regarding student eligibility for the LIHTC program are ambiguous. Neither the Internal Revenue Code nor its implementing regulations state that students disqualify a unit from complying with the Code’s low-income occupancy requirements. Rather, 26 U.S.C.A. § 42(i)(3)(D) identifies five categories of students who do *not* disqualify a unit from being considered low-income: (1) a student receiving assistance under Title IV of the Social Security Act; (2) an individual in a federal, state, or local job training program; (3) a unit entirely occupied by full-time students who are single parents and neither they nor their children are dependents of anyone else; (4) a unit entirely occupied by full-time students who are married and file a joint tax return; and (5) students who were previously under the care and placement of a foster care program. If a student disqualifies a unit from being considered low-income, then the student is ineligible to live in the unit. Also, unlike an increase in income, a change in student status after move-in may result in a unit not being considered low-income.

In instituting student eligibility requirements for LIHTC units, state tax credit allocating agencies rely on the [IRS Guide for Completing Form 8823](#). This guide states that a unit does not comply with low-income occupancy requirements if all the occupants are full-time students, and none of the students is entitled to file a joint tax return. The guide defines a non-eligible student as a full-time student enrolled for 5 or more months a year that does not meet one of the five statutory exceptions listed above.

Because there is no statute or regulation explicitly disqualifying students from occupying LIHTC units, advocates can argue that students who do not meet one of the statutory exceptions should still qualify as long as they meet LIHTC income eligibility restrictions. The IRS has issued at least one letter ruling (Priv. Ltr. Rul. 200339022 (June 20, 2003)) upholding the eligibility of a 50-year-old law student who did not meet any of the statutory exceptions, while indicating that the list of exceptions is not necessarily exhaustive. However, LIHTC owners likely will argue that they are obligated to follow the student eligibility guidelines set forth by their state’s tax credit allocating agency.

In summary, if a property is converting to PBRA under RAD, the student cannot be living with his or her parents who are receiving Section 8 assistance. Under 24 C.F.R. 5.612, this restriction does not appear to apply to PBV conversions under RAD. If tax credits are being used to help finance the RAD conversion, advocates should then look to the tax credit student provisions described above and their state’s tax credit allocating agency’s guidelines to see if the student is still eligible to live in the unit.

k. House Rules

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

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

Advocacy Example

Advocates in Chicago represented a resident council at a public housing development undergoing a RAD conversion. The resident council approached the RAD developer and requested to negotiate a Memorandum of Agreement. The RAD developer was under a tight schedule to close on the redevelopment financing, which provided residents with key leveraging power. The resident council agreed not to stand in the way of the proposed RAD conversion that was quickly moving forward in return for the RAD developer's agreements regarding tenant participation, engagement with the developer, and tenant participation funds.

Specifically, the RAD developer agreed to negotiate the initial set of house rules and pet policy with the resident council. Proposed subsequent changes will be subject to a notice and comment period. Within the comment period, the developer will conduct a resident meeting to discuss proposed changes, and will respond in writing to any written comment submitted by a resident. The developer also agreed to allow residents access to inspect and copy documents about them kept by the property manager. The developer agreed to hold ongoing, regular meetings between the resident council and ownership (as opposed to just property management). The developer also agreed that 100% of the resident participation funds required by the RAD Notice will be provided to the resident council, even if HUD later reduces this amount through subsequent changes to its guidance. The Memorandum of Agreement will be binding on the RAD developer as long as an operating agreement between the RAD developer and Chicago Housing Authority is in place.

1. Pet Policies

Issues regarding pets in public housing are governed by statute and discussed in the NHLP Green Book.¹⁷⁸ Nothing in the RAD authorization statute or the RAD Notice pertains specifically to pet issues, but advocates should encourage their PHA to preserve these public housing rights.

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

m. Utility Allowances

To keep subsidized housing affordable for lower-income households, federal law for most federally assisted housing programs limits rent to no more than 30% of the household’s adjusted monthly income.¹⁷⁹ The tenant rent contribution in these programs includes both shelter and the costs for reasonable amounts of utilities.¹⁸⁰ Where utilities are tenant-paid, a tenant must be provided with a “utility allowance” to cover reasonable utility costs, which is generally credited against the tenant’s share of the rent. The utility allowance is a reasonable estimate of the cost of utilities in the area, given the type of building, the size of the unit and household, and the unit’s appliances.¹⁸¹

Federal law requires that utility allowances be reviewed for adjustments at least annually, and more frequently when utility rates have increased by 10% or more. For various reasons, utility allowances are often not adjusted promptly on an annual basis or as required for rate increases exceeding 10%. As a consequence, residents often pay in excess of 30% of their income for shelter for long periods of time, placing a hardship on their capacity to pay for other necessities, such as food, medical care, and rent. A lack of sufficient income to meet the combined housing costs of rent and utilities that exceed legal limits can ultimately result in unnecessary evictions and terminations.

¹⁷⁸ See [NHLP, HUD Housing Programs: Tenant Rights](#) (“NHLP Green Book”), § 3.2.3.

¹⁷⁹ See, e.g., 42 U.S.C.A. § 1437a(a) (pertaining to public housing); 42 U.S.C.A. § 1437f(o) (pertaining to Section 8 vouchers).

¹⁸⁰ See, e.g., Tenant Allowances for Utilities, 49 Fed. Reg. 31,399, 31,400 (Aug. 7, 1984); *Wright v. Roanoke Redevel. & Hous. Auth.*, 479 U.S. 418, 420 (1987).

¹⁸¹ For more information about utility allowances generally, see [Advocating for Higher Utility Allowances in Federally Subsidized Housing: A Practical Guide](#).

One of the stated goals of RAD Component 1 is to “provide greater incentives to undertake energy conservation measures, permitting RAD contract rents to increase by a portion of the estimated savings in resident utility allowances.”¹⁸² Attachment 1C of the RAD Notice describes how PHAs should calculate contract rents and utility allowances, including the difference between calculating utility allowances for RAD PBRA conversions and RAD PBV conversions.

In summary, RAD PBV conversions can request a waiver from HUD in order to establish a site-specific utility allowance schedule. To be approved, a PHA must demonstrate good cause that the utility allowance schedule used in its voucher program would either create an undue cost on families because the utility allowance provided under the voucher program is too low, or discourage conservation and efficient use of HAP funds because the utility allowance provided under the voucher program would be excessive if applied to the RAD project.¹⁸³

For RAD PBRA conversions, if conversions plans will result in energy and water efficiency improvements, PHAs can submit utility allowance projections performed by a professional engineer, based on the project’s plans and specifications. If approved by HUD, these utility allowances will be used to modify the initial PBRA contract rents (for new construction) or post-rehab rents (for rehab) in the HAP contract.

Advocates should try to obtain both the public housing (pre-RAD) utility allowance schedule and the post-RAD conversion PBV/PBRA utility allowance schedule in order to determine if there will be major differences between the utility allowance schedules before and after RAD conversions. Advocates should also try to determine if the post-RAD conversion utility allowance schedule adequately will adequately cover tenants’ utility bills. This is especially important if the RAD rehabilitation work includes any energy efficiency or renewable energy retrofits.

3. Has HUD approved the PHA’s financing plan by issuing a RAD Conversion Commitment?

A PHA will be notified of HUD’s acceptance of the Financing Plan by the issuance of a RAD Conversion Commitment (RCC),¹⁸⁴ conditioned upon firm commitment of financing from the lender on substantially the same terms as those presented with the Financing Plan. The RCC will outline the key components of the planned RAD conversion and the conditions that need to be satisfied in order to close the conversion. The RCC is a template document not subject to negotiation. The RCC sets out the requirements of the transaction that will ultimately be concluded at closing. These requirements include items such as: the number of affordable housing units being converted, the HAP contract rents, the choice of a PBRA or PBV HAP contract, financing terms, and special conditions that must be cleared before closing.

¹⁸² [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.6.B.5; 1.7.A.5; Attachment 1C (“Calculation of HAP Contract Rents for Conversions of Assistance from Public Housing to PBRA or PBV”).

¹⁸³ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), Attachment 1C.

¹⁸⁴ HUD has an RCC template form, which is available at: <http://portal.hud.gov/hudportal/documents/huddoc?id=ConversionCommitment.docx>.

The PHA will have 30 calendar days from the date of issuance of the RCC to execute the RCC and return it to HUD. If the RCC is not returned in this time period, it will expire. Once the RCC is executed, the RCC allows up to 90 calendar days (from the date the RCC is issued to the PHA) to close.

Upon issuance of the RCC (*see* Section 1.12 of the RAD Notice), the PHA must notify each affected household that conversion of the project has been approved, and inform households of the specific rehabilitation or construction plans and any impact the conversion may have on them. Households in the affected project(s) who do not want to transition to a new program may be offered, if available, the opportunity to move to other public housing owned by the PHA.¹⁸⁵ However, it is important to note that PHAs are not *required* to accommodate tenants who do not wish to go through RAD conversion. Jurisdictions like San Francisco have stated that any tenants who do not sign the new RAD leases prior to closing put themselves at risk of eviction (since the RAD conversion technically terminates the previous public housing lease of the tenant), assuming that the RAD developer can establish that it has undertaken all of the proper noticing under federal and state law, and has given the tenant many opportunities to sign the new RAD lease.

Because the issuance of a CHAP indicates 30–90 days before closing, it is critical that advocates continue to ensure that tenants fully understand what a RAD conversion means, when construction (and temporary relocation, if applicable) is expected to begin, and if they will be offered the opportunity to move to other public housing owned by the PHA if they do not wish to go through the RAD conversion process.

D. Stage 4: RAD Closing

Official RAD conversion of public housing units does not occur until closing.¹⁸⁶ The RCC sets out the requirements for closing. The closing package must contain the title documents and financing documentation, including the evidence of firm commitment for the financing, as well as other items that HUD requests on its closing checklist.¹⁸⁷

Because the RAD closing technically signifies the end of the public housing program for the RAD properties, the PHA must complete several final steps. The PHA must submit a Form-50058: End of Participation for each tenant in the RAD property in order for the properties to be removed from the public housing program. The PHA must do so on or before the day before the effective date of the HAP contract. PHAs must also notify tenants that their public housing lease will terminate in accordance with 24 CFR 966.4(1)(3).

¹⁸⁵ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.8.

¹⁸⁶ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.13.

¹⁸⁷ For the HUD RAD PBV Closing Overview and Checklist, see <http://www.radresource.net/output.cfm?id=clpbv>. For the HUD RAD PBRA Closing Overview and Checklist, see <http://www.radresource.net/output.cfm?id=clpbra1>.

Because the RAD properties will be converting to PBV or PBRA, the PHAs must also be sure to prepare for their new Section 8 program prior to closing. This includes preparing new leases for the tenants that satisfy the Section 8 PBV or PBRA requirements, as well as the RAD Notice. HUD will provide PHAs with a closing checklist, specific to PBV or PBRA conversions, which PHAs must complete prior to closing.¹⁸⁸

Usually, HUD requires that the rehabilitation of the RAD units must be completed within 12 to 18 months after closing. This construction timeline will directly impact which tenants will be temporarily relocated and for how long.

E. Stage 5: Ongoing National and Local RAD Monitoring

The RAD Notice states that “RAD provides the opportunity to test the conversion of public housing and other HUD-assisted properties to long-term, project-based Section 8 rental assistance to achieve certain goals, including the preservation and improvement of these properties through enabling access by PHAs and owners to private debt and equity to address immediate and long-term capital needs.”¹⁸⁹ RAD is also designed to “test the extent to which residents have increased housing choices after the conversion, and the overall impact on the subject properties.”¹⁹⁰ In order to ensure that RAD is fulfilling its ambitious goals and to evaluate the results of the RAD program, there must be ongoing monitoring of the RAD program on both a national and local level, even after closing.

i. National Monitoring

On a national level, each RAD component will be evaluated separately. For the conversion of public housing assistance to long-term, project-based Section 8 with no incremental funding under Component 1, HUD is required to assess and publish findings regarding the impact of the conversion on: the preservation and improvement of the former public housing units, the amount of private capital leveraged as a result of such conversion, and the effect of such conversion on residents.¹⁹¹ HUD has already published “A Progress Report on the Rental Assistance Demonstration (RAD) Evaluation,” which provides a quick summary of early program results and outlines the evaluation underway.¹⁹²

¹⁸⁸ For the HUD RAD PBV Closing Overview and Checklist, see <http://www.radresource.net/output.cfm?id=clpbv>. For the HUD RAD PBRA Closing Overview and Checklist, see <http://www.radresource.net/output.cfm?id=clpbra1>.

¹⁸⁹ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#).

¹⁹⁰ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#).

¹⁹¹ [Consolidated and Further Continuing Appropriations Act, 2012](#), Pub. Law 112-55, 125 Stat. 673 (Nov. 18, 2011). This RAD authorization statute does not require an evaluation of the conversion of Mod Rehab under the First Component.

¹⁹² *Status of HUD’s Rental Assistance Demonstration Evaluation and Results to Date*, HUD.GOV, http://www.huduser.org/portal/RAD_Evaluation.html.

Additionally, on September 3, 2015, the HUD Office of Inspector General (OIG) released an audit of RAD Component 1.¹⁹³ In this audit, OIG found that the Office of Public and Indian Housing (PIH) did not sufficiently identify the risks that could disrupt effective implementation of RAD, document a plan to reduce these risks to an acceptable level, or conduct a front-end risk assessment in a timely manner as required. Additionally, the OIG found that the Office of Multifamily Housing Programs (Housing) failed to document its contribution to the front-end risk assessment prepared by PIH and clearly identify specific risks associated with Housing’s program units. While the OIG audit does not seem to significantly alter RAD conversion or implementation details, it will require PIH and the Office of Multifamily Housing Programs to respond to and possibly implement OIG’s risk assessment recommendations.

Congresswoman Maxine Waters, ranking member of the U.S. House of Representatives Committee on Financial Services, has also asked the General Accountability Office to investigate the extent to which RAD is meeting the goals it was enacted to achieve.¹⁹⁴

ii. Local Monitoring

On a local level, advocates are encouraged to pursue requirements for local entities to continue monitoring the property and tenants who have converted to RAD. Here are two examples of ways that advocates have secured continued local RAD oversight into key RAD conversion documents:

Advocacy Example

In San Francisco, advocates were able to establish a review group (the “RAD Review Collaborative”) which is a local entity that “will serve as a time-limited, transparent clearinghouse for data and as a problem-solving resource to assist [RAD developers], [the San Francisco Housing Authority (SFHA)], and [the City and County of San Francisco] transition from former public housing units to individualized private management through the RAD Program.” The composition and guidelines of this entity are still being discussed by local city officials, SFHA, and tenant advocates, but it is expected that representatives from SFHA, Mayor’s Office of Housing and Community Development, tenant representatives, RAD developers, and tenant advocates will be monitoring certain required data obtained from both SFHA and RAD developers. In addition to monitoring this data, the RAD Review Collaborative is expected to provide opportunities for collective problem-solving, identification of resources (peer-based and otherwise) to aid in RAD implementation, and strategies for bringing existing

¹⁹³ HUD Did Not Complete and Adequate Front-End Risk Assessment for the Rental Assistance Demonstration, Office of Inspector General, U.S. DEPT. OF HOUSING AND URBAN DEVELOPMENT, <https://www.hudoig.gov/reports-publications/audit-reports/hud-did-not-complete-adequate-front-end-risk-assessment-rental>.

¹⁹⁴ Letter from Congresswoman Maxine Waters, Ranking Member, U.S. House of Representatives Committee on Financial Services, to Gene L. Dodaro, Comptroller General, U.S. Government Accountability Office (Oct. 7, 2015), available at http://democrats.financialservices.house.gov/uploadedfiles/10.07.2015_rm_waters_letter_to_gao_on_rad.pdf.

City resources to RAD communities. The following language appears in a ground lease between the San Francisco Housing Authority and RAD developers:

“RAD-Specific Oversight Board. Lessee acknowledges that the conversion of the Site is part of a portfolio conversion of Lessor is public housing under the RAD Program, and, as such, is subject to certain uniform lease provisions, tenant protections, house rules, grievance procedures, tenant screening criteria and practices, and housing retention policies that will be monitored by the City and the Lessor. In furtherance of the City’s and the Lessor’s goals for transparency, fairness, and uniformity in the implementation of the RAD Program, stakeholders committed to the success of the RAD Program have established a review group (the “RAD Review Collaborative”), the operations of which will be further defined in the Review Collaborative Guidelines to be mutually developed by Lessor, MOHCD, and Lessee, with input from community stakeholders. The RAD Review Collaborative will serve as a time-limited, transparent clearinghouse for data and as a problem-solving resource to assist Lessee, Lessor and the City transition from former public housing units to individualized private management through the RAD Program. The RAD Review Collaborative will review RAD Program policy changes, monitor the Project and other RAD Program developments to determine and support compliance with local, state, and federal law, and provide technical assistance to Lessee and opportunities for collaboration. While RAD Program grievance procedures will be monitored and evaluated, the RAD Review Collaborative is not intended to, and will not, serve as the arbiter of individual tenant concerns. Lessee shall report to the RAD Review Collaborative no less than bi-annually on standardized performance and demographic data related to the RAD Program conversion of this Project and its impact on Tenants.”

Advocacy Example

In Baltimore City, the Maryland Disability Law Center, the U.S. Department of Justice, and the Housing Authority of Baltimore City (HABC) filed a supplemental agreement to an ongoing consent decree.¹⁹⁵ In addition to addressing outstanding items from the original consent decree, the supplemental agreement also specifically addressed HABC’s conversion of nearly 4,000 of its public housing units under RAD to PBRA.

The Baltimore Supplemental Consent Decree ensures that, for a period of 15 years, HABC will be required to provide certain rights and benefits to applicants and tenants in RAD-converted properties. These rights and benefits go beyond what is required under the RAD authorization statute and the RAD Notice and are explicitly stated in paragraph 33 of the Supplemental Consent Decree (see the full text of the Baltimore Supplemental Consent Decree in the Appendix).

¹⁹⁵ The original consent decree was to resolve *Bailey, et al. v. Housing Authority of Baltimore City* (JFM-02-CY-225) and *United States of America v. Housing Authority of Baltimore City* (JFM-04-CY -03107) (the “Bailey Consent Decree”), effective December 20, 2004.

Additionally, the Maryland Disability Law Center and Department of Justice will monitor compliance with these provisions for a period of six years, which may be amended or extended. After the six-year period, the Maryland Disability Law Center and Department of Justice may request the same information from HABC to ensure continued compliance for the full 15 year period. Finally, the Maryland Disability Law Center and Department of Justice will be able to enforce the terms of the Supplemental Consent Decree against HABC should it fail to “enforce or preserve the provisions.”

IV. Unresolved and Emerging RAD Issues

A. Transparency

Many nationwide advocates have reported that it has been difficult for them to obtain access to key RAD conversion documents. Advocates should be sure to get involved with their local PHA early and often and should try to obtain (via informal requests to the local PHA, tenant meetings, Public Records Act, FOIA requests, etc.) and influence, when possible, these key documents:

- The **PHA's RAD application to HUD**, including the comprehensive written responses to comments received in connection with the required resident meetings and submit the responses with the RAD application;¹⁹⁶
- The **General Information Notice (GIN)** that was sent to tenants prior to the RAD application, which informs affected tenants of the potential for temporary displacement from the project because of the proposed conversion and generally describes the relocation payments that the resident may be eligible for;¹⁹⁷
- **Proposed** (or final) **amendments** relating to RAD in the PHA's Five-Year Plan, Annual Plan, MTW Plan, Admissions and Continued Occupancy Policy (ACOP), and/or Section 8 Administrative Plan;¹⁹⁸
- The **Commitment to enter into a Housing Assistance Payment (CHAP)**, which HUD issued when it preliminarily selected the PHA to participate in RAD. The CHAP is a letter that includes the HUD-approved terms and conditions for conversion, as well as exhibits identifying the units to be included in the conversion and setting the milestones to be achieved between the CHAP issuance and the official conversion of units. A separate CHAP is issued for each of the PHA's approved projects;¹⁹⁹
- **RAD Relocation Plan**, which describes the PHA's plan for residents who will be relocated as a result of acquisition, demolition, or rehabilitation for a project converting under RAD. While PHAs are required to undertake a planning process in conformance with the URA in order to minimize the adverse impact of relocation (49 CFR 24.205(a)), a written relocation plan is not required by RAD or the URA;²⁰⁰
- The **Financing Plan**, which the PHA must complete for each project that receives a CHAP within a timeframe specified by HUD, usually 90–180 days after the CHAP has been issued;²⁰¹ and
- The **RAD Conversion Commitment (RCC)**, which indicates that HUD has approved the PHA's Financing Plan and typically, that there are 30–90 days before closing.²⁰²

¹⁹⁶ For more information, see *supra*, Section III.A.

¹⁹⁷ For more information, see *supra*, Section III.A.

¹⁹⁸ For more information, see *supra*, Section III.A.

¹⁹⁹ For more information, see *supra*, Section III.B.

²⁰⁰ For more information, see *supra*, Section III.C.

²⁰¹ For more information, see *supra*, Section III.B. For the HUD Financing Plan template, see <http://portal.hud.gov/hudportal/documents/huddoc?id=FinancingPlanTemplate.docx>.

Advocates should also be aware that there may be other key documents that provide insight into the RAD conversion and tenant protections that are not required by HUD but are instead developed as part of a local RAD planning process.

B. RAD-MTW Overlapping Jurisdictions

The Moving to Work (MTW) program is another demonstration program distinct from RAD that allows selected PHAs to waive many statutory requirements otherwise applicable to the public housing and voucher program. Through the MTW program, PHAs may design and test ways to promote self-sufficiency among assisted families, achieve programmatic efficiency and reduce costs, and increase housing choice for low-income households. If MTW jurisdictions convert to RAD, this raises additional questions about the effect of the RAD conversion on the jurisdiction's MTW status. The overlap of both RAD and MTW in these jurisdictions may pose additional challenges for tenants and their advocates.

If an MTW agency chooses to convert assistance to PBRA under RAD, the converting RAD project(s) *will no longer* be included as part of the PHA's MTW program. If an MTW agency chooses to convert assistance to PBV under RAD, the converting RAD project(s) *will* continue to be included in the PHA's MTW program.

Some MTW agencies will likely need to alter their existing MTW policies for RAD conversions. Prior to conversion, MTW agencies will be required to amend Attachment A of their MTW Agreement to the extent HUD determines is necessary to meet the statutory requirements of RAD.

Importantly, the RAD Notice also identifies several specific areas where MTW agencies *cannot* alter the tenant protections stated in the RAD Notice. These areas include:

- **Length of the PBV HAP contract**²⁰³
 - RAD projects who are converting to PBV must have an initial HAP term of at least 15 years (up to 20 years upon request of the RAD developer and with approval by the PHA).
- **Mandatory renewal of the PBV HAP contract**²⁰⁴
 - Pursuant to the RAD authorization statute, upon expiration of the initial contract and each renewal contract, the PHA must offer, and the RAD developer must accept, renewal of the contract subject to the terms and conditions applicable at the time of renewal and the availability of appropriations for such renewal. This provision is central to ensuring long-term affordability of RAD units.

²⁰² For more information, see *supra*, Section III.C. For the HUD RCC template, please see <http://portal.hud.gov/hudportal/documents/huddoc?id=ConversionCommitment.docx>.

²⁰³ HUD Notice PIH-2012-32 (HA) (REV-2), § 1.6.B.1.

²⁰⁴ HUD Notice PIH-2012-32 (HA) (REV-2), § 1.6.B.2.

- **Method of adjusting contract rents**²⁰⁵
 - Contract rents will be adjusted only by HUD’s OCAF at each anniversary of the HAP contract, subject to the availability of appropriations for each year of the contract term.
 - The rent to owner may at no time exceed the reasonable rent charged for comparable unassisted units in private market, as determined by the Contract Administrator in accordance with 24 CFR § 983.303.²⁰⁶ However, the rent to owner cannot be reduced below the initial rent to owner for dwelling units under the initial HAP contract.²⁰⁷
- **RAD rehab assistance payments**²⁰⁸
 - Following the earlier of the end of the construction period identified in the HUD-approved Financing Plan or actual construction, the PHA will no longer be eligible to receive RAD Rehab Assistance Payments, and all units under contract will be eligible for payment only for occupied units or for vacancy payments, as applicable.
- **No re-screening of tenants upon conversion**²⁰⁹
 - Pursuant to the RAD authorization statute, at conversion, current households are not subject to rescreening, income eligibility, or income targeting. Consequently, current households will be grandfathered for conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion. For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Once that remaining household moves out, the unit must be leased to an eligible family.
- **Renewal of leases**²¹⁰
 - As stated in 24 CFR 983.257(b), RAD developers must renew all leases upon lease expiration, unless good cause exists.

²⁰⁵ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.6.B.6.

²⁰⁶ If the RAD Project is deemed to be PHA-owned pursuant to 24 CFR 983.59 (in other words, if, even though the RAD Project is owned by a separate legal entity, if that entity is under the control of the PHA that is the Voucher Agency, the RAD Project may be deemed to be owned by the PHA), an independent entity will need to perform the rent-setting and inspection functions set out in 24 CFR 983.59.

²⁰⁷ The rent to owner may fall below the initial contract rent: 1) to correct errors in calculations in accordance with HUD requirements; 2) if additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to § 983.55 (Prohibition of excess public assistance); or 3) if a decrease in rent to owner is required based on changes in the allocation of responsibility for utilities between the owner and the tenant. [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.6.B.6, fn 23.

²⁰⁸ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.6.B.8.

²⁰⁹ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.6.C.1.

²¹⁰ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.6.C.3.

- **Phase-in of tenant rent increases**²¹¹
 - If a tenant's monthly rent increases by more than the greater of 10 percent or \$25 *purely as a result of conversion*, the rent increase will be phased in over 3 or 5 years, as chosen by the PHA.
- **Choice mobility for RAD PBV projects**²¹²
 - One of the key features of the PBV program is the mobility component, which provides that if the family has elected to terminate the assisted lease at any time after the first year of occupancy in accordance with program requirements, the PHA must offer the family the opportunity for continued tenant-based rental assistance, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance.
 - If as a result of participation in RAD a significant percentage of the PHA's HCV program becomes PBV assistance, it is possible for most or all of a PHA's turnover vouchers to be used to assist those RAD PBV families who wish to exercise mobility. While HUD is committed to ensuring mobility remains a cornerstone of RAD policy, HUD recognizes that it remains important for the PHA to still be able to use tenant-based vouchers to address the specific housing needs and priorities of the community. Therefore, HUD is establishing an alternative mobility policy for PHAs that provides that an eligible voucher agency would not be required to provide more than 75% of its turnover vouchers in any single year to the residents of RAD projects. While a voucher agency is not required to establish a voucher inventory turnover cap, if such a cap is implemented, the voucher agency must create and maintain a waiting list in the order in which the requests from eligible households were received. In order to adopt this provision, this alternative mobility policy must be included in an eligible PHA's administrative plan.

Advocates should be sure to monitor and influence, when possible, a MTW-RAD jurisdiction's amendments to the MTW Agreement in order to ensure that the above areas are not improperly altered.

C. Emergency Transfers During RAD Conversions and Unit Rehabilitation

Because one of the main purposes of RAD is to rehabilitate or rebuild housing units, many units will need to be reserved for such rehabilitation purposes or for residents to temporarily relocate to during construction. For jurisdictions converting the vast majority of its public housing to RAD, this significantly limits the number of units that are available for tenants with time-sensitive emergencies that require an immediate transfer. Tenants with emergencies may include domestic violence survivors, tenants with reasonable accommodation requests that have not yet

²¹¹ [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.6.C.4.

²¹² [HUD Notice PIH-2012-32 \(HA\) \(REV-2\)](#), § 1.6.D.9.

been met, or tenants who have been victims of criminal activity at the property. If all available units are reserved for RAD temporary relocation and/or unit construction, then tenants with time-sensitive emergencies will not be able to move out of a unit where they are in danger, which raises serious safety concerns.

Advocates should be aware of this issue and work proactively with their PHA and RAD developers to ensure that a plan is in place to transfer tenants who have emergency situations during RAD conversions and unit rehabilitation after conversion. Advocates may consider pursuing an emergency transfer plan where RAD tenants can transfer to other converted RAD properties, even if there are different RAD developer owners at those properties, or to other subsidized housing units, where the tenants meet the applicable program requirements. Some advocates have also asked their local PHA to provide Housing Choice Vouchers to tenants when the PHA does not have any available units for tenants with emergencies.

D. Debts Owed by Tenants to PHAs Upon Conversion

HUD maintains a national database, called the Enterprise Income Verification (EIV) system, of debts that tenants owe to PHAs or Section 8 landlords. All PHAs are required to use this EIV system under 24 CFR 5.233, when the reporting requirements are triggered.

[HUD Form 52675](#) and [24 CFR 5.233](#) state that EIV reporting requirements are triggered when a tenant ends participation in one of the following rental assistance programs: Public Housing, Section 8 Housing Choice Voucher, Section 8 Moderate Rehabilitation, and Project-Based Voucher programs. Information collected by the EIV system includes the amount of any balance that tenants owe to a PHA or Section 8 landlord (up to \$500,000), explanation for balance owed, and whether the tenant has entered into a repayment agreement with the PHA for that amount owed.

Because RAD technically ends participation in the public housing program for the converting RAD properties, HUD and local PHAs have claimed that the EIV reporting requirements are triggered for RAD-converting units. However, from a policy perspective, EIV reporting requirements should not be triggered simply due to RAD conversions of public housing units, as described below.

HUD Form 52675 states: “The following adverse information is collected once [the tenants'] participation in the housing program has ended, *whether [the tenants] voluntarily or involuntarily move out of an assisted unit.*” This language seems to indicate that EIV reporting requirements are only meant to apply to tenants who are both ending their participation in an applicable housing program *and* physically moving out of their unit. Under RAD, tenants are not physically moving out of their assisted units, and as noted above, have the right to remain or return to the RAD property after rehabilitation. Additionally, RAD is not a tenant-initiated change of status and only changes the housing program that tenants are participating in; unlike the other instances where EIV reporting requirements are triggered, the tenants themselves have

not done anything to change the status of their housing. Even in most cases where a tenant is involuntarily forced to move out of their assisted unit, there has presumably some type of action or inaction by the tenant in violation of their lease that prompts this involuntary move out. Premature reporting of tenant debts owed to PHAs does a disservice to tenants who might otherwise be able to pay off their debts before moving out of the RAD property to another subsidized or non-subsidized housing unit.

Additionally, advocates are extremely concerned that, and have seen examples of, PHA tenant records that are severely inadequate or inaccurate because of changing record systems, incorrect data entered by PHA staff, evolving PHA policies, etc. Advocates have seen examples of tenants who have received PHA notices about alleged debt that they owe, where there is unquestionable proof (and PHA admission) that debt is not owed or a much smaller amount of debt is owed. Tenants in these PHAs are at a serious risk of having inaccurate information reported to the EIV system simply due to a change in housing programs. Although the stated recourse for this problem is for tenants to appeal to the PHA, the source of the problem is with the PHA's inaccurate records relating to debts owed by tenants to the PHA; an appeal to the PHA will only further reveal the inadequacies of PHA record-keeping during an already hectic conversion process.

This issue is a serious and time-sensitive one for many tenants and PHAs who are converting to RAD. A waiver of EIV reporting requirements for RAD conversions would significantly alleviate these concerns and burdens on PHAs. NHLP is currently advocating with HUD to exclude RAD-converting tenants from the EIV reporting requirements, which would mean that debts that tenants owe to PHAs would only be reported once the tenant physically moves out of the RAD property, either voluntarily or involuntarily. However, advocates should be aware that tenant debts owed to PHAs will continue to be reported in the EIV system until HUD issues guidance stating otherwise. In the meantime, advocates should work to ensure that tenants are educated about EIV reporting requirements, including their rights and timeline to appeal, as well as work with the PHA to ensure that PHA records of tenant debts are accurate and in accordance with their stated policies.

E. Using RAD for Previously Demolished Units

Units that have been approved for Section 18 demolition or disposition cannot be eligible for RAD if any of the following actions have occurred:

- The units have already been awarded a demolition contract;
- The units have already completed the disposition (the land and/or improvements have already been transferred to a new owner by sale or ground lease); or
- The tenants have already received tenant protection vouchers.

If there has been Section 18 approval, but none of the above actions have occurred, the units are still eligible for RAD.

Some advocates have reported that HUD initially advertised RAD to some jurisdictions, saying that they could use RAD even if they had received a Section 18 approval to demolish public housing units. However, HUD has recently been telling jurisdictions (only verbally so far) that RAD cannot be used if there has been both a Section 18 approval *and* tenants in those properties have received tenant protection vouchers. In other words, if tenant protection vouchers have been provided after demolition of the public housing units, the PHA cannot use RAD for those lost units. Otherwise, this would be “double dipping” out of HUD’s resources.

If HUD allowed RAD to be used for previously demolished units, it would greatly facilitate the development of affordable housing, especially for those demolitions and dispositions that would have been preserved if RAD had existed at the time of the Section 18 approval of those sites.

V. Key Next Steps for Advocates

This section provides a summary and overview of the key questions that advocates should ask at each stage of RAD conversion.

Getting Acquainted With Your Local RAD Conversion

1. Is RAD happening in my jurisdiction?
2. If yes, what stage of the RAD conversion is the PHA in?
 - a. Has the PHA submitted their RAD application to HUD?
 - b. Has HUD approved the PHA's RAD application by issuing a Commitment to enter into a Housing Assistance Payment (CHAP) to the PHA?
 - c. Has the PHA submitted their financing plan to HUD?
 - d. Has HUD approved the PHA's financing plan by issuing a RAD Conversion Commitment (RCC) to the PHA?
3. Have other advocates in your jurisdiction been involved in the RAD conversion discussions?
 - a. Consider strategies to get advocates included in the discussions, such as:
 - i. Engagement with resident organizations
 - ii. Political pressure
 - iii. Utilizing a consent decree
 - iv. Use of local media
 - v. Grassroots organizing
 - vi. Individual conversations with the PHA staff
4. Are there other layers of housing policies and funding besides RAD (MTW, Choice Neighborhood Initiative, tax credits, etc.) happening at these converting RAD units?
5. How can I become involved in the local RAD conversion planning? Would it be helpful or effective to:
 - a. Request a meeting with the local PHA
 - b. File a local Public Records Act and/or FOIA request to obtain key RAD conversion documents
 - c. Assist tenants in providing feedback to the local PHA board/ commission
 - d. Attend the local PHA board/ commission meeting with tenants
 - e. Use local media attention to bring attention to the proposed RAD conversions
 - f. Write a letter to the local PHA Director
 - g. Introduce state legislation about RAD conversions that secures basic tenant rights in an effort to override local efforts
 - h. File a complaint with HUD about the local PHA's actions
 - i. Identify and contact the HUD RAD Transaction Manager assigned to the local RAD conversion with concerns about the PHA's actions
 - j. Utilize and/or file a supplemental consent decree with key tenant rights included and a method to monitor that those rights are being enforced

Stage 1: PHA Evaluates RAD Feasibility and Submits RAD Application to HUD

1. Would the RAD conversion as proposed meet tenants' current concerns about their housing unit and property? Would an alternative method of preservation and rehab be more appropriate?
2. Is the PHA eligible to convert its public housing units to RAD?
3. Has the PHA completed the resident notification requirements prior to submitting its RAD application?
 - a. Has the PHA accommodated for persons with hearing, visual, and other communication-related disabilities consistent with Section 504 of the Rehabilitation Act of 1973 and, as applicable, the Americans with Disabilities Act of 1990?
 - b. Has the PHA provided meaningful access to its programs and activities for persons who have a limited ability to read, speak, or understand English?
 - c. How has the PHA attempted to educate tenants about what a RAD conversion would mean for current public housing tenants? Have these educational efforts been meaningful and inclusive of resident perspectives?
4. Has the PHA completed the significant amendment process for their Annual/Five Year Plan?
 - a. Does the proposed significant amendment include the information required by the RAD Notice, Attachment 1D?
 - b. Are there additional issues that the PHA should include in the significant amendment that are of great concern to tenants?
5. How does the PHA plan to finance the RAD conversion?
 - a. What requirements or restrictions are attached to the proposed financing sources that may impact the RAD conversion?
 - b. Is the PHA proposing to use LIHTCs? If so, how likely are they to obtain 4% or 9% tax credits? What does the PHA plan to do if they cannot obtain these tax credits from the state tax credit allocating agency?
6. When did the PHA actually submit its RAD application to HUD?
7. Has the PHA engaged in any premature activities to prepare for RAD prior to HUD approval or closing?
 - a. Has the PHA stopped filling vacant units 24 months prior to submitting the RAD application?
 - b. Is the PHA trying to relocate tenants prior to RAD closing?

Stage 2: HUD Approves RAD Conversion and Issues CHAP

1. Has HUD approved the PHA's RAD application by issuing a CHAP?
2. Has the PHA submitted its financing plan to HUD?
3. How does the PHA plan to inform and educate residents about the next steps of the RAD conversion? How much does it plan to involve residents and advocates in drafting the key documents and policies for RAD conversions?

Stage 3: PHA, Developers Draft Key Documents and Policies for RAD Conversions

1. What substantive issues matter most to local public housing residents?
2. How does the PHA plan to address key RAD issues, such as:
 - a. Tenant Rescreening
 - b. Tenant Relocation and Right to Return
 - c. Relocation Assistance
 - d. Demolition and Reduction of Units
 - e. Phase-In of Tenant Rent Increases
 - f. Tenant Organizations
 - g. Long-Term Public Ownership and Affordability
 - h. Tenant Grievance Procedure
 - i. Waiting Lists
 - j. Student Eligibility
 - k. House Rules
 - l. Pet Policies
 - m. Utility Allowances
3. Has HUD approved the PHA's financing plan by issuing a RAD Conversion Commitment?
4. How does the PHA plan to continue educating tenants about what a RAD conversion means, when construction (and temporary relocation, if applicable) is expected to begin, and if tenants will be offered the opportunity to move to other public housing owned by the PHA if they do not wish to go through the RAD conversion process?

Stage 4: RAD Closing

1. Has the PHA notified tenants that their public housing lease will terminate in accordance with 24 CFR 966.4(1)(3)?
2. Have the PHAs met all of the requirements on the HUD closing checklist?
3. When does the PHA expect unit rehabilitation to be completed?
4. How does the PHA plan to transfer tenants with emergency circumstances to other RAD or non-RAD properties in a time-sensitive manner after closing?

Stage 5: Ongoing National and Local RAD Monitoring

1. How is the PHA planning to continue to monitor the properties that have converted to RAD?
2. How will various RAD developers within the same local RAD portfolio be held accountable? Who will hold them accountable?
3. Will data about the RAD properties and tenant housing retention be collected by the PHA or other local entity after closing?
4. What happens if a RAD developer attempts to change agreed upon conversion terms (i.e. house rules)?

Appendix

The following attachments are examples of language and policies from RAD conversions nationwide that can be replicated to protect tenants in various jurisdictions:

- Baltimore — Supplemental Consent Decree
- San Francisco — RAD Developer Request for Qualifications
- Cambridge, Massachusetts — Putnam Gardens Resident Relocation and Unit Assignment Policies and Procedures Agreement
- San Francisco — RAD Relocation and Transition Plan
- Chicago — Keeping the Promise Ordinance
- San Francisco — Appeal and Grievance Procedure for RAD Developments
- San Francisco — Lease Addenda and House Rules Packet

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

RICKEY D. BAILEY, et al.,

*

Plaintiffs,

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v.

*

JFM-02-CV-225

HOUSING AUTHORITY OF
BALTIMORE CITY,

*

*

Defendant,

*

* * * * *

UNITED STATES OF AMERICA,

*

*

JFM-04-CV-03107

Plaintiff,

v.

*

HOUSING AUTHORITY OF
BALTIMORE CITY

*

*

Defendant.

* * * * *

SUPPLEMENTAL CONSENT DECREE

The parties in the above-captioned case enter into this Supplemental Consent Decree (Supplemental Decree), which constitutes amendments to the Bailey Consent Decree dated December 20, 2004.

SECTION I: FACTUAL STIPULATIONS

The parties enter into the following factual stipulations.

1. The United States Department of Justice, the Maryland Disability Law Center and the Housing Authority of Baltimore City (“HABC”) (collectively the “Parties”) entered into a Consent Decree to resolve *Bailey, et al. v. Housing Authority of Baltimore City* (JFM-02-CV-225) and *United States of America v. Housing Authority of Baltimore City* (JFM-04-CV-03107) (the “Bailey Consent Decree”), effective December 20, 2004.

2. Paragraph 5 of the Bailey Consent Decree provides that some provisions remain in effect for a period of six years “from the effective date of the Decree or until the provisions have been implemented, whichever is later,” and that other provisions, which are identified in paragraph 5, remain in effect for a period of “ten years from the effective date of this Decree, or until these provisions have been implemented, whichever is later.”

3. The ten year anniversary of the Bailey Consent Decree occurred on December 20, 2014. Significant progress has been made in implementing the terms set forth in the Bailey Consent Decree, but not all terms have been fully performed.

4. HABC is participating in the Rental Assistance Demonstration (“RAD”) Program to address outstanding capital and maintenance needs of public housing properties and preserve them as housing affordable to public housing residents. Under RAD, fifteen mixed population buildings, which are occupied exclusively by seniors and non-elderly persons with disabilities (“NED” or “NEDs”), as defined in Paragraph 1.K of the Bailey Consent Decree,¹ will be

¹ For purposes of this Supplemental Decree, the term “non-elderly persons with a disability” refers to the definition in Section I (1)/(K) of the Bailey Consent Decree, which, “refers to a family whose sole member, head of household, or head of household’s spouse is a person with a

converted from a public housing operating subsidy to a project based rental assistance subsidy and will be owned and operated by private owners and their successors (hereinafter “RAD Owners”), with HABC retaining an ownership interest in the properties. These fifteen properties contain housing units that meet Uniform Federal Accessibility Standards (“UFAS”) that were created under the terms of the Bailey Consent Decree. In addition, other public housing units and properties that include UFAS-compliant units created under the terms of the Bailey Consent Decree and/or include one bedroom units for NEDs will be operated by the RAD Owners.

5. HABC will require that the RAD Owners operate their properties in accordance with the terms set forth in this Supplemental Decree.

6. The Parties enter into this Supplemental Decree to amend the Bailey Consent Decree and set forth conditions that the RAD Owners must meet in operating their properties.

IT IS HEREBY ADJUDGED, DECREED AND ORDERED AS FOLLOWS:

SECTION II: LONG TERM AFFORDABLE HOUSING UNITS FOR NEDS

7. The term “long term affordable housing units” (“LTA Units”) refers to housing in which households pay no more than forty percent (40%) of their monthly adjusted income in rent as participants in the Housing Choice Voucher Program, and no more than thirty percent (30%) of their monthly adjusted income as participants in the public housing program. No minimum income shall be required to participate in these housing programs, as set forth in paragraph 60 of

disability who is under the age of sixty-two (62), and which is eligible for a one-bedroom public housing unit or for a two-bedroom public housing unit because a second bedroom is needed for disability-related reasons; and who is on an HABC waiting list for public or Section 8 subsidized housing.”

the Bailey Consent Decree which is incorporated herein. LTA Units shall remain affordable for a minimum of forty (40) years.

8. For purposes of the Bailey Consent Decree and this Supplemental Decree, HABC has an obligation to create LTA Units that are the equivalent of public housing and must offer tenant applicants and residents of such units the rights, privileges, and benefits that are provided to HABC's public housing residents or applicants. "LTA Criteria" have been created to define such rights, privileges and benefits. The LTA Criteria that are in use at the properties identified in paragraph 10 below satisfy this obligation. LTA Units to be provided to NEDs at developments listed in paragraphs 11 and 14 of this Supplemental Decree, will be governed by LTA Criteria that are substantially similar to the RAD LTA Criteria set forth in Exhibit 5, which LTA Criteria also satisfy HABC's obligation as stated in this paragraph.

9. The terms of the LTA Criteria applicable to the LTA Units at the Orchard Ridge redevelopment, which are contained in the Memorandum of Agreement between HABC and Orchard Ridge Rental I, LLC, Orchard Ridge Rental II, LLC, and Orchard Ridge Rental III, LLC, dated March 26, 2010, meet HABC's obligation under the Bailey Consent Decree and this Supplemental Decree to create units that are the equivalent of public housing and that offer tenant applicants and residents of such units the rights, privileges, and benefits that are provided to HABC's public housing residents or applicants.

10. The parties agree that the following units that have been leased and occupied by a NED count in satisfaction of HABC's obligation to create a minimum of one hundred (100) one-bedroom LTA Units, for exclusive use by a NED as set forth in Paragraph 73 in the Bailey Consent Decree. With regard to these units, HABC has required developers and/or property owners to sign agreements that require one-bedroom LTA Units to be reserved for exclusive use

by NEDs for a minimum of fifteen (15) years, as a modification of the (6) years set forth in Paragraph 77 of the Bailey Consent Decree.

<u>Development</u>	<u>Number of LTA Units</u>
Barclay Phase I	7
Chapel Green	3
Moravia Park	7
Orchard Ridge I	2
Orchard Ridge II	7
Orchard Ridge III	12
Sharp Leadenhall	5
Barclay Phase II	11
O'Donnell Phase IA	12
Sub-total A=	66

11. The parties expect the remainder of the 100 LTA Units to be produced as set forth below. With regard to these units, HABC shall require developers and/or property owners to sign agreements that require one-bedroom LTA Units to be reserved for exclusive use by NEDs for a minimum of fifteen (15) years, as a modification of the six (6) years set forth in paragraph 77 of the Bailey Consent Decree.

<u>Development</u>	<u>Number of LTA Units</u>	<u>Projected date of occupancy</u>
Poppleton III	7	November 2015
Penn Square 2	12	December 2015
Hollander Ridge	15	December 2016
Sub-total B=	34	
Total= A & B minimum=	100 LTA Units	

12. The parties agree that the units set forth in paragraphs 10 and 11 comprise the 100 LTA Units for purposes of the Bailey Consent Decree. The date for the units set forth in paragraph 11 to be created and ready for occupancy shall be December 31, 2016. The LTA Units to be produced at Hollander Ridge include specific conditions set forth in paragraphs 17-20 below.

13. If HABC has reason to believe that the 100 LTA Units in Paragraph 11 will not be available for occupancy by December 31, 2016, HABC will promptly notify MDLC and DOJ. Upon request of any party, the parties shall meet promptly to discuss any issues with the development of units by December 31, 2016, and, if the units are not ready for occupancy by December 31, 2016, HABC will ensure compliance with Paragraph 14 herein.

14. If, any of the LTA Units to be delivered under paragraph 11 above cannot be ready for occupancy by December 31, 2016, HABC shall ensure that the shortfall of units shall be provided as soon as such units are available but no later than December 31, 2017. The shortfall shall be satisfied through up to eleven units at O'Donnell Heights Phase 1B² and/or up to eight units at Somerset Extension. HABC must ensure that all 100 LTA units required by this Supplemental Decree are ready for occupancy by December 31, 2017.

15. If, at any point, HABC has reason to believe that, in spite of making good faith attempts, its obligation to secure 100 LTA Units to be ready for occupancy by December 31, 2017, may not be met, HABC will promptly notify MDLC and DOJ. Upon request of any party, the parties shall meet promptly as provided in paragraph 71. If the 100 LTA Units will not be

² O'Donnell Heights Phase IB refers to the redevelopment of O'Donnell Heights public housing as authorized by HABC.

available for occupancy by December 31, 2017, Plaintiffs may take any enforcement action pursuant to paragraph 72.

16. The parties acknowledge that more than 100 LTA units will be created. Certain development documents, including those for Orchard Ridge I and II, require production of LTA Units upon turnover.³ The obligation to provide LTA Units upon turnover at Orchard Ridge I and II continues until there is a total of 29 LTA Units located in Orchard Ridge I and Orchard Ridge II combined. With the exception of the requirement to provide a total of 29 LTA Units at Orchard Ridge I and Orchard Ridge II combined on turnover, once 100 LTA Units have been created, HABC will have no obligation to create additional LTA Units, provided that the 100 LTA Units are maintained as LTA Units under the terms and conditions set forth in the Bailey Consent Decree and this Supplemental Decree.

17. The Hollander Ridge project is a scattered site development using Hollander Ridge HOPE VI funds and other funds to acquire and rehabilitate approximately 100 homes or units in small apartment buildings in designated areas of opportunity in Baltimore City ("Hollander Units"). Fifteen (15) of the one-hundred (100) Hollander Units will be one-bedroom LTA Units, governed by the LTA Criteria, reserved for NEDs on HABC's public housing waiting list. These are the fifteen Hollander Ridge Units identified in paragraph 11 above, and will count towards the 100 LTA Units required by the Bailey Consent Decree to the extent that these units are created and ready for occupancy by December 31, 2016. If such units are not ready for occupancy by December 31, 2016, HABC shall remain obligated to create and reserve

³ Orchard Ridge I and II refer to development phases of the Orchard Ridge redevelopment project with Orchard Ridge I being comprised of 100 rental housing units and Orchard Ridge II being comprised of 72 rental housing units.

fifteen one bedroom units in the Hollander Ridge project for NEDs on HABC's waiting list. These fifteen units shall be developed in conjunction with HABC's Hollander Ridge Revised Revitalization Plan (approved by HUD on May 31, 2012), including any Amended Revitalization Plan Program Schedule thereto, and; subject to paragraph 20 herein.

18. In addition to the creation of the fifteen (15) Hollander Ridge units referenced in paragraphs 11 and 17, HABC shall ensure that another five one-bedroom units ("Five Additional Units") will be created within the Hollander Ridge project. These Five Additional Units will be developed as one-bedroom LTA units to be for exclusive use by -NEDs for fifteen years and will be leased in the following priority for occupancy: (i) returning Hollander Ridge residents; (ii) current and former residents of O'Donnell Heights; (iii) applicants on HABC's public housing waiting list. These Five Additional Units will not count towards part of the 100 LTA Units required in the Bailey Consent Decree. These Five Additional Units must be developed in conjunction with HABC's Hollander Ridge Revised Revitalization Plan approved by HUD on May 31, 2012, including any Amended Revitalization Plan Program Schedule thereto.

19. HABC shall also ensure that ten additional units ("Ten Additional Units"), over and above the 100 Hollander Units, will be subsidized by project-based vouchers or public housing operating subsidies in the Hollander Ridge project, and will be reserved for NEDs in the same priority order as set forth in paragraph 18. If any of the Ten Additional Units are initially occupied by a NED from the HABC public housing waiting list no later than December 31, 2016; that unit may count towards HABC's obligation to develop 100 LTA Units as specified in Paragraph 73 in the Bailey Consent Decree. If HABC meets its obligation to produce and lease 100 LTA Units to NEDs from its public housing waiting list under the Bailey Consent Decree and the Supplemental Decree by December 31, 2016, and any of the Ten Additional Units are

subsidized by a project-based voucher and leased upon first occupancy to a NED from the HABC public housing waiting list, such unit may count towards HABC's obligation to provide 500 units supported by a project-based voucher as specified in Paragraph 69 in the Bailey Consent Decree, provided that the term of the project-based voucher is for at least fifteen (15) years or the maximum time allowed by HUD. The Ten Additional Units must have the same affordability terms as the 100 Hollander Units. These Ten Additional Units must be developed in conjunction with HABC's Hollander Ridge Revised Revitalization Plan approved by HUD on May 31, 2012, including any Amended Revitalization Plan Program Schedule thereto. Other criteria applicable to the Ten Additional Units are set forth in Exhibit 1 and are incorporated by reference herein.

20. If the Hollander Ridge project creates more than the initial set of 100 Hollander Units, the number of units for NEDs set forth in paragraphs 17-19 will be increased proportionately. In the event that the Hollander Ridge project creates fewer than the initial set of 100 Hollander Units, the number of units for NEDs set forth in paragraphs 17-19 will be decreased proportionately.⁴

21. If, at any point, HABC has reason to believe that their obligation to secure the Hollander Ridge units for NEDs as set forth in paragraphs 17-19 are not achievable in accordance with the schedules in the Revised Revitalization Plan as amended, HABC will promptly notify MDLC and DOJ. Upon request of any party, the parties shall meet promptly as provided in paragraph 71, and Plaintiffs may take any enforcement action thereafter pursuant to paragraph 72.

⁴ For purposes of calculations applicable to this paragraph of the Supplemental Decree, the parties agree to round up to a whole number any fraction at or over .5 or 50%.

SECTION III: PROJECT-BASED VOUCHER UNITS FOR NEDS

22. The parties agree that the units identified in the “NEDs Leased (#)” column in Exhibit 2 will count, as leased and occupied, in satisfaction of the obligation of HABC to create rental units that are subsidized by a project-based voucher,⁵ and reserved for exclusive use by a NED as set forth in Paragraph 69 in the Bailey Consent Decree, provided that the term of the project-based voucher is fifteen (15) years or the maximum period of time permitted by HUD (the “500 PBV Units”).⁶ As of August 31, 2015, there were 411 units that had been leased and occupied by a NED.

23. The parties expect the remainder of the 500 PBV Units for a NED will be produced from the projects listed in Exhibit 2 that have units in the “In Process” column, which will be for exclusive use by a NED as set forth in Paragraph 69 of the Bailey Consent Decree, provided that the project-based voucher term is a minimum of fifteen (15) years or the maximum period of time permitted by HUD. As of August 31, 2015, there were 154 units in the “In Process” column.

⁵ “Project-Based Voucher” refers to rental assistance under the Housing Choice Voucher program (previously the Section 8 Program) that may be used only at a specific privately owned unit, pursuant to a contract for a term of years between HABC and a private landlord or developer as set forth in Section I (1)(S) and Paragraph 69 of the Bailey Consent Decree and as otherwise provided in the Bailey Consent Decree except as specifically modified by this Supplemental Decree.

⁶ Paragraph 69(b) of the Bailey Consent Decree permitted a percent of the 500 project-based vouchers to be awarded to developers making housing opportunities available for up to four unrelated NEDs living together in congregate housing. The parties have not used any of the 500 project-based vouchers to subsidize such congregate housing and expressly reject such use in this Supplemental Decree. The parties agree that none of the 500 project-based voucher opportunities created by the Bailey Consent Decree and Supplemental Decree may be used to support the development of housing for unrelated NEDs living together in congregate housing.

24. There will be 500 PBV Units occupied by a NED by December 31, 2016. Once there are 500 or more units occupied by NEDs HABC shall be under no obligation to create additional 500 PBV Units for NEDs, provided the 500 PBV Units are maintained as project-based voucher units under the terms and conditions set forth in the Bailey Consent Decree and this Supplemental Decree.

25. If it appears to HABC that some of the 500 PBV Units cannot be completed by the dates set forth in Exhibit 2, HABC will promptly notify MDLC and DOJ. Upon request of any party, the parties shall meet promptly as provided in paragraph 71 to discuss plans to achieve the occupancy of 500 PBV Units by the specified dates, and Plaintiffs may take any enforcement action thereafter pursuant to paragraph 72.

SECTION IV: UFAS-COMPLIANT UNITS

26. The UFAS-compliant units required to be produced under the Bailey Consent Decree are listed by bedroom size in Exhibit 3 (the “UFAS-compliant units”).⁷ The total number of UFAS-compliant units required to be certified, 756 UFAS-compliant units, shall be certified by December 31, 2016. As of August 31, 2015, there are 708 UFAS-compliant units that have been certified. Another 54 units are in the planning process, but have not yet been completed or certified. These consist of 52 units shown in the “Planned Units” subheading in Exhibit 3, and two of the 14 units shown in the “Possible Units After 2015” subheading in Exhibit 3. The planned completion date for the required units, except for one three-bedroom UFAS unit and one

⁷ “UFAS-compliant” is the same term as in the Bailey Consent Decree, Section I(1)(Y) and “refers to compliance with Section 4.34 of the Uniform Federal Accessibility Standards (UFAS), 49 F.R. 31528 (1984), as amended by 50 F.R. 49039 (1985), as they detail standards for accessibility for persons with mobility impairments.” The parties agree that the ADA Accessibility Guidelines for Buildings and Facilities (“ADAAG Standards”), 28 C.F.R. § 36.401 *et. seq.*, issued by the Department of Justice, may be used as permitted by HUD.

four-bedroom UFAS unit, is shown under the subheading “Planned Units” in Exhibit 3. The one three-bedroom UFAS unit and the one four-bedroom UFAS unit will be produced from the units identified under subheading “Possible Units After 2015” in Exhibit 3. The LTA Criteria attached to and made a part of the Notices of Funding Availability or any other solicitation through which the LTA UFAS units were funded satisfy the requirements of an LTA Unit.

27. If HABC has reason to believe that the UFAS-compliant units to be created under paragraph 26 cannot be completed by December 31, 2016, HABC will promptly notify MDLC and DOJ. Upon request of any party, the parties will meet promptly as provided in paragraph 71 to discuss plans to achieve the creation and occupancy of the required UFAS-compliant units, including consideration of the availability of any units in the developments listed in Exhibit 3 as “Possible Units After 2015” as further options for and/or an extended deadline for completing the units. Plaintiffs may take any enforcement action thereafter pursuant to paragraph 72.

SECTION V. RENTAL ASSISTANCE DEMONSTRATION PROGRAM

28. HABC intends to convert public housing properties under the Rental Assistance Demonstration (“RAD”), authorized pursuant to the Consolidated and Further Continuing Appropriations Act, 2012, Pub. Law 112-55, 125 Stat. 673 (Nov. 18, 2011), which will be subsidized by project-based rental assistance and will be owned and operated by private entities.⁸

29. The public housing properties approved for conversion under RAD that are covered under this Supplemental Decree are:

- a. HABC-owned mixed population properties (hereinafter, “Mixed Population RAD Properties,” or, individually, “Mixed Population RAD Property”),

⁸ HABC retains an ownership interest in all such converted properties.

which serve elderly families and NEDs, which are: (1) Allendale; (2) Bel Park; (3) BE Mason; (4) Brentwood; (5) Chase House; (6) Ellerslie; (7) Govans Manor; (8) Hollins House; (9) J. Van Story Branch (formerly “West Twenty”); (10) Lakeview Tower and Lakeview Extension; (11) McCulloh High Rise; (12) Monument East; (13) Primrose; (14) Rosemont Tower; and (15) Wyman House; and,

b. HABC-owned family and elderly properties (hereinafter, “HABC Family and Elderly RAD Properties” or, individually “HABC Family and Elderly RAD Property”), which are: (1) Pleasant View Gardens and (2) Pleasant View Gardens Senior Building; and,

c. Privately-owned family and elderly properties that contain public housing units (hereinafter, “Private Family and Elderly RAD Properties” or, individually “Private Family and Elderly RAD Property”), which are: (1) Arbor Oaks; (2) Broadway Overlook; (3) Heritage Crossing; (4) Hillside Park; (5) Senior Terraces Apartment Building; and (6) Townes at the Terraces.

30. All the properties identified in paragraph 29 (collectively, “RAD Properties,” or, individually, “RAD Property”) contain UFAS compliant and/or near-UFAS compliant units developed under the Bailey Consent Decree and/or provide housing opportunities to NEDs.

31. Exhibit 4, attached hereto, sets forth the number of UFAS and near-UFAS-compliant units, their addresses (redacted for purposes of the court filing), and bedroom size that were created under the Bailey Consent Decree that each RAD Property must have after conversion and that HABC shall enforce against the RAD Owners pursuant to paragraphs 33(j), 40, and 44 herein.

SECTION VI: MIXED POPULATION RAD PROPERTIES

32. With regard to the Mixed Population RAD Properties identified in paragraph 29 (a) above, HABC agrees, and agrees to require its affiliate, Baltimore Affordable Housing Development, Inc. (“BAHD”), to incorporate certain terms and conditions, identified in paragraph 33 below, into its agreements (the “RAD Agreements”) with all owners and their successors at the time of closing, which is expected to take place on or before December 31, 2016.⁹ In addition, HABC shall require that the RAD Owners ensure that the companies and individuals who manage the RAD Properties comply with the terms and conditions set forth in paragraph 33.

33. HABC shall require of BAHD and the RAD Owners, and shall incorporate in the RAD Agreements at the time of closing, the following:

a. As to Waiting Lists, the RAD Owners are prohibited from maintaining site-specific waiting lists, and must use only HABC’s centralized “Mixed Population Public Housing Waiting List” and the “Reasonable Accommodation Transfer Waiting List” (when applicable), for the purpose of filling vacancies in the Mixed Population RAD Properties.¹⁰ In the event that the “Mixed Population Public Housing Waiting List”

⁹ The “RAD Agreements” are defined to consist of one or more of the following documents: “Control Agreement,” “RAD Administration Agreement,” “Ground Lease,” “Tenant Lease Addendum,” “RAD LTA Criteria,” and “Amended and Restated Operating Agreement.”

¹⁰ The “Mixed Population Public Housing Waiting List” is the centralized waiting list of applicants maintained by HABC consisting of elderly families and NED families applying for units in HABC’s mixed-population housing developments in accordance with 24 CFR Part 960, Subpart D. The “Reasonable Accommodation Transfer Waiting List” is the centralized waiting list maintained by HABC consisting of residents with disabilities who qualify for transfers as a reasonable accommodation to their disabilities in accordance with §504 of the Rehabilitation Act of 1973 and the Fair Housing Act, or under HABC’s Immediate Needs Plan.

no longer exists, the parties agree that HABC shall operate a comparable centralized waiting list that consists of elderly and NED applicants for developments that house elderly and NED families; and, in such event, HABC shall require that the RAD Owners draw all tenant applicants from such comparable centralized mixed population waiting list, as well as the “Reasonable Accommodation Transfer Waiting List.”

b. As to Lease Renewals, the RAD Owners are required to: (a) have leases with their tenants that automatically renew from year-to-year unless terminated for good cause, and (b) use leases with terms that are comparable to and consistent with the terms as set forth in the public housing regulations at 24 CFR § 966, subpart A, as may be amended, provided that such terms are approved by HUD.

c. As to the Grievance Process, the RAD Owners are required to adopt and adhere to the grievance process contained in the public housing regulations at 24 CFR § 966.53, as may be amended.

d. As to the Determination of Eligibility, Tenant Selection and Occupancy Criteria, the RAD Owners must apply HABC’s “Long Term Affordable Criteria Applicable to Units at the Sites Under the Rental Assistance Demonstration” (“RAD LTA Criteria”), attached as Exhibit 5.

e. As to Security Deposits, the RAD Owners must set the security deposit at \$50.00, or one month’s rent, whichever is lower, in accordance with the RAD LTA Criteria.

f. As to HABC’s Reasonable Accommodation and Immediate Needs Policies and Procedures, the RAD Owners must use and apply HABC’s Reasonable

Accommodation Policy and Procedures, as may be amended, and HABC's Reasonable Accommodation Operating Order, which includes HABC's Immediate Needs Plan required under the Bailey Consent Decree, as may be amended. The RAD Owners must process tenant requests for reasonable accommodations, including immediate need requests, through an HABC centralized system for tracking and responding to reasonable accommodations and disability-related transfers. The RAD Owners must comply with the immediate needs plan section of the Reasonable Accommodation Operating Order until all of the UFAS-compliant units required by the Bailey Consent Decree, as amended, are completed or until HABC discontinues the immediate needs process, whichever is later. RAD residents who require a transfer as a reasonable accommodation shall have transfer options throughout the inventory of Mixed Population RAD Properties as well as the other units in HABC's inventory and all other RAD Properties. During the annual recertification process, the RAD Owners shall survey each household using the Reasonable Accommodation survey tool, a copy of which is attached as Exhibit 6, and titled "Reasonable Accommodation Information." As set forth in paragraph 50 herein, in any given year when an annual recertification is not required, the RAD Owners must offer the Reasonable Accommodation Survey Tool (Short Form), which is attached as Exhibit 7, and make reasonable attempts to obtain such surveys from residents.

g. As to HABC's Training of RAD Managers, the RAD Owners shall require their managers and all other entities who manage the RAD Properties to participate in trainings conducted by HABC and its delegates and representatives on HABC's Reasonable Accommodation policies and procedures. HABC's training on its Reasonable Accommodation policies and procedures must include training on its Immediate Needs

Plan, until all of the UFAS-compliant units required by the Bailey Consent Decree or Supplemental Decree are completed, or until HABC discontinues the immediate needs process, whichever is later.

h. As to Monitoring for Compliance with HABC Policies, the RAD Owners shall agree to be monitored by HABC to ensure compliance with HABC's policies applicable to the RAD Properties.

i. As to Reasonable Accommodation Transfers and No Re-Screening by RAD Owners of Reasonable Accommodation Transfers, the RAD Owners shall not rescreen current public housing tenants or tenants from other RAD Properties who are in good standing,¹¹ who meet the income-eligibility requirements for the RAD Properties, and who are approved for a reasonable accommodation or immediate needs transfer to a unit in a RAD Property.¹²

j. As to Preserving and Maintaining UFAS-Compliant Units and Near-UFAS Compliant Units, the RAD Owners shall preserve and maintain all UFAS-compliant units and near UFAS-compliant units in the RAD Properties. The RAD

¹¹ The term "good standing" refers to the definition of "good standing" set forth in the HABC FY 2014 Admissions and Continued Occupancy Policy.

¹² Notwithstanding the provision in 33.i., the RAD Owners shall be permitted to determine whether any household being transferred to a RAD Property due to a reasonable accommodation includes a member who is a sex offender subject to a lifetime registration requirement, and in such case, determine that such household is prohibited from any federally subsidized housing.

Owners shall maintain a list of such units at the respective RAD Property as of the date of closing.¹³

k. As to Mixed Population Buildings Occupied by Non- Elderly Persons with Disabilities and Elderly Families before Conversion, the RAD Owners, except as provided in paragraph 38, are prohibited from taking any of the following actions at any Mixed Population RAD Property: (i) designating a Mixed Population RAD Property for either elderly families or NEDs; (ii) designating certain floors for elderly families, and others for NEDs; (iii) setting a cap or quota on the number of elderly families or non-elderly persons with disabilities; (iv) establishing a preference for elderly-only families or for NEDs; (v) having policies or practices that limit or restrict housing opportunities for NEDs or elderly families at the Mixed Population RAD Properties.

34. HABC acknowledges and affirms its obligations, consistent with the terms of paragraph 33, to maintain: a centralized housing waiting list which will provide tenants for RAD Properties; a centralized reasonable accommodations transfer list, including as applicable immediate needs transfers; a centralized system for tracking and responding to reasonable accommodation requests and disability-related transfers; and to provide training to and monitoring of RAD Owners.

35. HABC has provided or shall provide DOJ and MDLC copies of the RAD Agreements that contain the requirements set forth in paragraph 33 at least thirty (30) days prior to the date of closing of any Mixed Population RAD Property. The requirements related to

¹³ HABC shall provide to each RAD owner at the time of closing a list of the UFAS and near UFAS-compliant units with their addresses and bedroom size that the RAD Owner is required to preserve after RAD conversion.

paragraph 33 contained in the RAD Agreements are to be produced in final, and not in a draft form, though they need not be produced in their executed form. No closing shall take place in the absence of a certification by HABC to DOJ and MDLC that the RAD Agreements represent the requirements contained in paragraph 33. HABC shall provide copies of the executed RAD Agreements within thirty (30) days of closing.

36. The parties agree that HABC shall, and shall require BAHD to, preserve and enforce the provisions in paragraph 33 (a)-(k) for fifteen years beginning from the closing date that each property identified in paragraph 30 converts from public housing to project-based rental assistance properties under RAD, unless a specific provision set forth in paragraph 33 (a)-(k) is modified pursuant to the exceptions set forth in paragraph 37 below.

37. The parties agree that HABC may modify the provisions in paragraph 33(a)-(k) if such modifications are required due to:

(i) Congressional appropriations providing rental assistance for the specific RAD Property being substantially reduced such that the RAD Property is not financially feasible; or,

(ii) a change in federal law that conflicts with the terms in paragraph 33 (a)-(k), provided that any change in federal law will be narrowly applied to modify only those terms in this Supplemental Decree that are required to be altered due to a conflict with federal law; or,

(iii) as to paragraph 33(d), if HABC makes a change to the tenant eligibility, screening or occupancy terms¹⁴ in its conventional public housing, whereby the change affects access to or residency in at least 90% of the units in HABC's conventional public housing program, as that inventory exists after the conversion of the RAD Properties, then the same change may be made to the RAD LTA Criteria applicable to applicants for or residents of the RAD Properties, provided that such change does not conflict with applicable HUD program rules or regulations unless otherwise waived by HUD; and, provided further, that it is narrowly applied to modify the RAD LTA Criteria only to the extent necessary to conform to such change made to HABC's tenant eligibility, screening or occupancy terms in conventional public housing as set forth herein.

38. The parties agree that no Mixed Population RAD Property can elect an elderly preference or otherwise modify the terms in paragraph 33(k) unless expressly agreed to in writing by the parties to the Bailey Consent Decree.

**SECTION VII: HABC FAMILY AND ELDERLY RAD PROPERTIES AND
PRIVATE FAMILY AND ELDERLY RAD PROPERTIES**

39. With regard to the HABC Family and Elderly RAD Properties identified in paragraph 29 (b) above, HABC shall, and shall require BAHD to, incorporate certain terms and conditions, identified in paragraph 40 below, into the RAD Agreements with the RAD Owners at the time of closing, which is expected to take place on or before December 31, 2016. These terms and conditions identified in paragraph 40 below shall attach to the following units:

¹⁴ For purposes of this Supplemental Decree, a change to the tenant eligibility, screening or occupancy terms means a change in the HABC FY 2014 Admission and Continued Occupancy Policy (ACOP) or subsequent ACOPs.

- the thirteen (13) UFAS-compliant units developed at Pleasant View Gardens Family pursuant to the Bailey Consent Decree, and all one-bedroom units approved for conversion under RAD;
- the twelve (12) UFAS-compliant units at Pleasant View Gardens Senior Building pursuant to the Bailey Consent Decree.

For all units referenced in this paragraph, HABC shall, and shall require BAHD to, require that the RAD Owners ensure that the companies and individuals who manage the referenced RAD Properties comply with the terms and conditions set forth in paragraph 40.

40. For all units set forth in paragraph 39, HABC shall require of BAHD and the RAD Owners, and shall incorporate in the RAD Agreements at the time of closing, the same requirements as those set forth in paragraphs 33 (b)-(j) above. For all the units identified in paragraph 39, the RAD Owners are prohibited from maintaining site-specific waiting lists. For the units identified in paragraph 39 at Pleasant View Gardens Family, the RAD Owner must use HABC's "Family Public Housing Waiting List" and/or the "Reasonable Accommodation Transfer Waiting List" for the purpose of filling vacancies in the units in the referenced property. For the units identified in paragraph 39 at Pleasant View Gardens Senior Building, the RAD Owner must use HABC's "Senior Waiting List," and/or the "Reasonable Accommodation Transfer Waiting List" to fill vacancies in those units at such property.

41. HABC shall preserve and enforce the provisions in paragraph 40 for the units set forth in paragraph 39 for fifteen years beginning from the closing date that each property referenced thereto converts from public housing to project-based rental assistance properties under RAD, unless one of the exceptions set forth in paragraph 37 above applies.

42. HABC has provided or shall provide DOJ and MDLC copies of the RAD documents that contain the requirements set forth in paragraph 40 at least thirty (30) days prior to the date of closing of any property identified in paragraph 29 (b). The requirements related to paragraph 40 contained in the RAD Agreements are to be produced in final, and not in a draft form, though they need not be produced in their executed form. No closing shall take place in the absence of a certification by HABC to DOJ and MDLC that the RAD Agreements represent the requirements contained in paragraph 40. HABC shall provide copies of the executed RAD Agreements within thirty (30) days of closing.

43. With regard to the Private Family and Elderly RAD Properties identified in paragraph 29(c) above, HABC shall, and shall require BAHD to, incorporate certain terms and conditions identified in paragraph 44 below, into the RAD Agreements with the RAD Owners at the time of closing, which is expected to take place on or before December 31, 2016. These terms and conditions identified in paragraph 44 below shall attach to the following units:

- the four (4) UFAS-compliant units developed at Arbor Oaks pursuant to the Bailey Consent Decree, and all the one-bedroom units approved for conversion under RAD;
- the four (4) UFAS-compliant units developed at Heritage Crossing pursuant to the Bailey Consent Decree, and all the one-bedroom units approved for conversion under RAD;
- all one-bedroom units at Hillside Park approved for conversion under RAD;
- the four (4) UFAS-compliant units developed at the Senior Terraces Apartment Building pursuant to the Bailey Consent Decree;

- the eleven (11) UFAS-compliant units developed at the Townes at the Terraces pursuant to the Bailey Consent Decree, and all the one-bedroom units approved for conversion under RAD; and,
- all one-bedroom units at Broadway Overlook approved for conversion under RAD.

For all these units, HABC shall, and shall require BAHD to, require that the RAD Owners ensure that the companies and individuals who manage these RAD Properties comply with the terms and conditions set forth in paragraph 44 below.

44. For the units identified in paragraph 43, HABC shall require the RAD Owners to comply with, and shall incorporate in the RAD Agreements at the time of closing, the requirements set forth in paragraph 33(b), (c), (e), (f), (g), (h), (i), and (j) above, except that with regard to the units at the Senior Terraces Apartment Building, paragraph 33(e) shall not apply.

45. For the units identified in paragraph 43 at Arbor Oaks, Heritage Crossing, Townes at the Terraces, and Hillside, the RAD Owners are prohibited from maintaining site-specific waiting lists, and must use only HABC's "Family Public Housing Waiting List" and the "Reasonable Accommodation Transfer Waiting List" for the purpose of filling vacancies in those units at those properties. For the units identified in paragraph 43 at the Senior Terraces Apartment Building, the RAD Owner is prohibited from maintaining site-specific waiting lists, and must use only HABC's "Senior Waiting List" and/or the "Reasonable Accommodation Transfer Waiting List," to fill vacancies in those units at this property. For the units identified in paragraph 43 at Broadway Overlook, the RAD Owner is not prohibited from maintaining a site-based waiting list. However, as to non-Bailey UFAS units developed prior to conversion, the RAD Owner shall maintain the pre-conversion practice at Broadway Overlook of filling

vacancies from the “Family Public Housing Waiting List” and “Reasonable Accommodation Waiting List” to these units.

46. For the units identified in paragraph 43, the RAD Owners must abide by applicable HUD public housing regulations in 24 C.F.R. Parts 960 and 966 that govern the determination of eligibility, tenant selection and occupancy criteria as set forth in the RAD LTA Criteria.

47. HABC shall preserve and enforce the provisions in paragraphs 43-46 for the units set forth in those paragraphs for fifteen years beginning from the closing date that each property referenced thereto converts from public housing to project based rental assistance under RAD, unless one of the exceptions set forth in paragraph 37 applies.

48. HABC has provided or shall provide DOJ and MDLC copies of the RAD documents that contain the requirements set forth in paragraphs 43-46 at least thirty (30) days prior to the date of closing of any property identified in paragraph 29 (c). The requirements related to paragraphs 43-46 contained in the RAD Agreements are to be produced in final, and not in a draft form, though they need not be produced in their executed form. No closing shall take place in the absence of a certification by HABC to DOJ and MDLC that the RAD Agreements represent the requirements contained in paragraphs 43-46. HABC shall provide copies of the executed RAD Agreements within thirty (30) days of closing.

49. HABC reserves the right to convert UFAS scattered site units developed pursuant to the Bailey Consent Decree under RAD. The parties agree that the terms and provisions of any such conversion must be expressly agreed to in writing by the parties to the Bailey Consent Decree.

**SECTION VIII: RECERTIFICATION REASONABLE
ACCOMMODATION INFORMATION FORM AND SURVEY TOOL**

50. Paragraph 82.(b)(2) of the Bailey Consent Decree is modified to provide that during the recertification process for public housing residents, HABC shall survey each household using the Reasonable Accommodation survey tool, a copy of which is attached as Exhibit 6 hereto. HABC shall, and shall ensure that RAD Owners, provide the Reasonable Accommodation survey tool during any required annual re-certifications. In any given year when an annual re-certification is not required, HABC shall, and shall ensure that the RAD Owners, offer the Reasonable Accommodation surveys to residents, using the Reasonable Accommodation Survey Tool (Short Form), which is attached as Exhibit 7, and make reasonable attempts to obtain such surveys from residents.

SECTION IX: FUNDING FOR REASONABLE MODIFICATIONS

51. HABC shall make available the remaining One Hundred Thousand Dollars (\$100,000.00) in the Victims' Fund pursuant to paragraph 63(a) of the Bailey Consent Decree to all persons eligible for the Housing Choice Voucher Program as a modification fund for participants who need accessible features in the Housing Choice Voucher Program.

52. The parties agree to amend paragraph 63(a) of the Bailey Consent Decree to remove all references to the HOME program as a source of funds. HABC agrees to administer the balance of the funds remaining from the \$500,000.00 described in paragraph 63(a) of the Bailey Consent Decree, which funds are made available through a separate agreement between Private Plaintiffs and the Mayor and the City Council of Baltimore City. These funds shall pay

for reasonable modifications to units leased by persons with disabilities through the Housing Choice Voucher Program.

53. HABC shall engage in outreach efforts with the participants in the tenant-based Housing Choice Voucher Program regarding reasonable modifications and the availability of the funds set forth in paragraphs 51 and 52.

SECTION X: RECORD-KEEPING AND REPORTING REQUIREMENTS

54. HABC shall continue to submit to counsel for the United States and the Maryland Disability Law Center semi-annual compliance reports on October 30 and April 30 until the obligations have been satisfied. HABC's compliance reports shall describe all specific actions they have taken to fulfill their obligations under the Bailey Consent Decree, including the Supplemental Decree. The reporting requirements pertaining to Sections II, III, and IV hereunder shall end as the obligations are satisfied in each of those Sections.

55. In each report, HABC shall set forth the information required by Paragraphs 122 (a)- (j), (l)-(o), (q), (s)-(u), and paragraph 123 (d) and (g) of the Bailey Consent Decree.¹⁵

56. In each report, with regard to the LTA Units located in Orchard Ridge I and II, HABC shall set forth the number of housing opportunities created for NEDS upon turnover at Orchard Ridge I and II to make up the total twenty-nine housing opportunities specified in paragraph 16 above. HABC shall document that the turnover units have in fact been leased to NEDS from the public housing waiting list. This reporting obligation ceases when the last turnover unit is leased to a NED from the HABC's public housing waiting list.

¹⁵ The parties agree that HABC shall produce copies of the documents required by paragraph 123(g) of the Bailey Consent Decree upon request of the plaintiffs within thirty (30) days of such request.

57. In each report, with regard to the development of LTA Units at Hollander Ridge in paragraphs 11, 17-19 above, HABC shall include the following information:

a. how many of the fifteen Hollander Ridge units referenced in paragraphs 11 and 17 have been created, their location by address, any modifications to the plan for completion of the remaining units, any modifications to the projected timeline for completion, and verification of their occupancy to NEDs;

b. how many of the Five Additional Units at Hollander Ridge referenced in paragraph 18, have been created, their location by address, any modifications to the plan for completion of the additional units, any modifications to the projected timeline for completion, and verification of their occupancy to NEDs;

c. how many of the Ten Additional Units at Hollander Ridge referenced in paragraph 19 have been created, their location by address, any modifications to the plan for completion of the units, any modifications to the projected timeline for completion, and verification of their occupancy to NEDs;

d. a narrative explanation of any changes in the number of Hollander Ridge units to be created that would affect HABC's obligation to develop more or fewer Hollander Ridge units as set forth in paragraphs 11, 17-19, and 20;

e. whether any of the Hollander Ridge units are being counted toward HABC's obligation to create 100 LTA Units or 500 PVB Units.

f. the reporting obligations set forth in (a)-(e) above shall continue until the last Hollander Ridge unit to be constructed is leased to a NED.

58. Upon the closing date of each RAD Property specified in paragraph 29 above, through and until December 31, 2022, HABC's report shall:

a. certify in a form similar to Exhibit 8 that the terms in the RAD Agreements set forth in paragraphs 33, 40, and 43-46 have not been modified unless otherwise specified and implemented pursuant to paragraph 37.

b. identify the number of NEDs and elderly applicants on the mixed population waiting list or comparable centralized mixed population waiting list set forth in paragraph 33(a).

c. identify the number of NED applicants from the mixed population waiting list or comparable centralized mixed population waiting list who have leased a unit in a Mixed Population RAD Property set forth in paragraph 33(a);

d. identify the number of elderly applicants from the mixed population waiting list or comparable centralized mixed population waiting list who have leased a unit in a Mixed Population RAD Property under paragraph 33(a);

e. identify the number of lease terminations, non-renewals, and evictions, the address of the Mixed Population RAD Property, HABC Family and Elderly RAD Property, and Private Family and RAD Property, and Owner in which such terminations and/or non-renewals have occurred, the reasons for such terminations and/or non-renewals and/or evictions, whether the applicant is a NED, elderly, or other, as applied to units covered under paragraphs 33(b), 40 and 43-46.

f. identify the information required by paragraph 122 (h),(i),(j), and (l) of the Bailey Consent Decree in each of the Mixed Population RAD Properties identified in paragraph 29(a) and each of the HABC Family and Elderly RAD Properties identified in paragraph 29(b) and the Private Family and Elderly RAD Properties identified in paragraph 29(c);

g. provide copies of the Reasonable Accommodation Operating Order and Reasonable Accommodation Policy, if modified, set forth in paragraphs 33(f), 40 and 43-46;

h. identify the identity of the RAD managers and owners who have participated in the reasonable accommodation training, the curriculum that was used in the training, and the dates and duration of each training consistent with the requirements under paragraphs 33(g), 40 and 43-46;

i. provide the dates of any monitoring that HABC undertook at the Mixed Population RAD Properties under paragraph 33(h) with regard to the items (a)-(k) in paragraph 33, the HABC Family and Elderly RAD Properties with regard to the items in paragraph 40, and the Private Family and Elderly RAD Properties with regard to the items in paragraphs 43-46; specify violations of items (a)-(k) that occurred at the respective properties for which HABC undertook monitoring that resulted in a letter of non-compliance, and identify any disability related complaints processed through the RAD Owner's appeal process, the resulting decision, and produce copies of decisions adverse to the resident therein;

j. identify the number of persons with disabilities who have been approved for a reasonable accommodation or immediate needs transfer and who subsequently lease or are denied a unit in a Mixed Population RAD Property, HABC Family and Elderly RAD Property, and Private Family and Elderly Property, and include the date of such occurrence under paragraphs 33(i), 40, and 43-46;

k. provide the number of UFAS-compliant units and near-UFAS compliant units in the Mixed Population RAD Properties, HABC Family and Elderly RAD Properties, Private Family and HABC RAD Properties set forth in paragraphs 33(j), 40 and 43-46 that are occupied by persons in need of UFAS-compliant units and any reasons thereto if the units are not so occupied;

l. for each Mixed Population RAD Property, identify the number of NED households, elderly households, other households, and the number of vacant units;

m. describe proposed modifications applicable to the Mixed Population RAD Properties, the HABC Family and Elderly RAD Properties, and the Private Family and Elderly RAD Properties pursuant to paragraphs 37, 41, and 47;

59. After December 31, 2022, and until December 31, 2031, HABC shall be required to report on the items in paragraph 58 (a) and (i). After December 31, 2002, and until December 31, 2031, with regard to the remaining items in paragraph 58, the Plaintiffs may make a request for specific information identified therein, and HABC shall be obligated to respond within thirty (30) days of such request. In addition, the parties may impose an extension of the terms of the reporting requirements under paragraph 58 consistent with the terms of any agreement the parties reach under paragraph 38.

60. HABC shall include in its bi-annual reports the number of tenant-based participants that have received funds under paragraphs 51 and 52, and, as to DOJ, the participants' names. The report shall also include the types of modifications made to the tenants' units, the cost of such modifications, the date the request was made, and the date the modifications were made. HABC shall also describe in its reports all outreach efforts that HABC has undertaken with participants in the tenant-based Housing Choice Voucher Program pursuant to paragraph 53. These reporting requirements shall continue until all funds identified in paragraphs 51 and 52 are used.

61. HABC and the Plaintiffs shall meet at least semi-annually to address any issues relating to the obligations set forth in the Bailey Consent Decree and Supplemental Decree.

62. For the duration of this Supplemental Decree, HABC shall preserve all records that are the source of, contain, or relate to any of the information pertinent to the obligations under this Supplemental Decree for a period of three years from the date of each report. Upon reasonable notice, HABC shall permit the United States and the Maryland Disability Law Center to inspect and copy all such documents, or upon request by the United States and/or the Maryland Disability Law Center, the HABC shall provide copies of such documents.

63. For the duration of this Supplemental Decree, HABC shall notify counsel for the United States and the Maryland Disability Law Center in writing within thirty (30) days of receipt of any complaint filed in a court of law or with an administrative agency against HABC, or, if known, any RAD Owner, or against HABC's, or, if known, any RAD Owner's employees or agents, regarding discrimination based on disability in any RAD Property. The notification shall include the full details of the complaint, and as to DOJ, the notification shall also include the complainant's name, address, and telephone number. HABC shall timely provide the United

States and the Maryland Disability Law Center information about the resolution of such complaints as is reasonably known by HABC and unless prohibited by law.

SECTION XI: SCOPE AND DURATION

64. The Supplemental Decree is incorporated into and made a part of the Bailey Consent Decree, which became effective on December 20, 2004.

65. The provisions of this Supplemental Decree shall apply to HABC, which includes its officers, agents, employees, successors and assigns, all persons and entities acting in active concert or participation with any of them, and all persons and entities over whom HABC exercises control with respect to the terms in this Supplemental Decree.

66. Except as specifically stated in this Supplemental Decree, the terms of the Bailey Consent Decree are not modified and remain in full force and effect.

67. The provisions in this Supplemental Decree shall remain in effect for the time period specified in the Supplemental Decree or until all the provisions are satisfied.

68. The provisions of Section XIII of the Bailey Consent Decree, Monitoring and Enforcement by Private Plaintiffs, apply until all provisions of the Bailey Consent Decree and this Supplemental Decree are satisfied.

69. The Court shall retain jurisdiction for the duration of this Supplemental Decree to enforce the terms thereof until all obligations are satisfied. The United States or the Maryland Disability Law Center may move the Court to extend the duration of the Bailey Consent Decree and Supplemental Decree in the event of non-compliance with its terms or as the interests of justice may otherwise require.

70. By consenting to entry of this Supplemental Decree, the parties agree that in the event the HABC engages in any future violation(s) of the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, or Title II of the Americans with Disabilities Act, such violation(s) shall constitute a “subsequent violation” pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).

SECTION XII: REMEDIES FOR NON-COMPLIANCE

71. The parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Supplemental Decree prior to bringing such matters to the Court for resolution.

72. In the event the United States and/or the Maryland Disability Law Center contends that there has been a failure by HABC whether willful or otherwise, to perform in a timely manner any act required by this Supplemental Decree or otherwise to act in conformance with any provision thereof, the United States and/or the Maryland Disability Law Center may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of damages, costs, and reasonable attorneys’ fees which may have been occasioned by the violation or failure to perform.

SECTION XIII: MODIFICATIONS OF SUPPLEMENTAL DECREE

73. The terms and provisions of this Supplemental Decree may not be modified except upon written agreement of the parties. If modification negotiations occur, the parties shall keep confidential and privileged all matters that are part of any such discussions or negotiations, including communications with experts and any expert reports.

74. The persons whose signatures appear below are authorized to bind the parties to this Supplemental Decree.

IT IS SO ORDERED this _____ day of _____, 2015.

Honorable Judge Frederick Motz
United States District Judge

Dated: October 26, 2015

Respectfully submitted,

For the Plaintiff United States

ROD J. ROSENSTEIN
United States Attorney
District of Maryland

VANITA GUPTA
Principal Deputy Assistant Attorney General
Civil Rights Division

/s/
STEVEN H. ROSENBAUM
Chief, Housing Section
SHINA MAJEED
Deputy Chief
BETH PEPPER
Trial Attorney
United States Department of Justice
Housing and Civil Enforcement Section
950 Pennsylvania Avenue, N.W.
Northwestern Building, 7th Floor
Washington, DC 20530
Tel: (202) 305-0916
Fax: (202) 514-1116
Beth.Pepper@usdoj.gov

For Plaintiffs Rickey Bailey et. al.

/s/
LAUREN YOUNG
LUCIENE M. PARSLEY
DAVID PRATER
MARYLAND DISABILITY LAW
CENTER
1500 Union Avenue Suite 2000
Baltimore, Maryland 21211
Tel: (410) 727-6352
Fax: (410)727-6389
LaurenY@mdlclaw.org

*For Defendant Housing Authority
of Baltimore City*



PAUL T. GRAZIANO
Executive Director
HOUSING AUTHORITY OF
BALTIMORE CITY
417 E. Fayette Street, 13th Floor
Baltimore, MD 21202
Tel: 410-396 3232



JANNAI C. GOSLEE
General Counsel
OFFICE OF LEGAL AFFAIRS
417 E. Fayette Street Suite 1210
Baltimore, MD 21202
Tel.: 410-396-3345
Fax: 410-545-7503
Jan.Goslee@habc.org

EXHIBIT LIST

- Exhibit 1 Other Criteria for Hollander Ten Additional Units [¶19]
- Exhibit 2 500 PBV Units [¶¶22, 23, 25]
- Exhibit 3 UFAS-compliant Units Produced and To Be Produced [¶¶26, 27]
- Exhibit 4 List of UFAS and Near UFAS-compliant Units [¶31]
- Exhibit 5 RAD LTA Criteria [¶¶8, 33.d.]
- Exhibit 6 Reasonable Accommodation Information [¶¶33.f., 50]
- Exhibit 7 Reasonable Accommodation Survey Tool - Short Form [¶¶ 33.f, 50]
- Exhibit 8 Certification Regarding Terms in the RAD Agreements [¶58.a.]

Exhibit 1

Bailey v. Housing Authority of Baltimore City, 02-CV-225

United States of America v. Housing Authority of Baltimore City, 04-CV-03107

EXHIBIT 1

OTHER CRITERIA FOR HOLLANDER TEN ADDITIONAL UNITS

A. Location of units.

The ten one bedroom Additional Hollander Ridge Units will be placed in neighborhoods that are consistent with the terms of the Thompson RFP for the 100 Hollander Ridge Units, or that are in neighborhoods that have the following characteristics: less than 20% poverty; good transit access (within one half a mile); reasonable proximity to grocery store (15 minutes by transit); no more than 3 vacant properties on the block; no vacant buildings on either side of the building.

B. Exceptions to location restriction.

1. The requirement that the property be located in a neighborhood that is less than 20% poverty is waived for the following neighborhoods: University of Maryland; Mount Vernon; Mid-town Belvedere; Charles North; Bolton Hill; Charles Village; Oakenshawe; Johns Hopkins Homewood; Tuscany-Canterbury; Guilford; Ridgley's Delight; Fells Point; Upper Fells Point; Butcher's Hill; Patterson Park; and Little Italy.
2. If HABC identifies a proposed location for any of the Additional Hollander Ridge Units that does not meet the above criteria but HABC believes the property location nonetheless offers a good opportunity for residents, HABC may submit the proposed location to Plaintiffs. Plaintiffs agree to review the property and to provide written objection or consent to HABC within a week of receipt of notice of the proposed property location. HABC agrees to only use such proposed property location with agreement of the Plaintiffs.

C. Integration of units.

The development of the one bedroom units should not be concentrated and should be integrated into the community, similar to the development of other scattered site units developed through the Hollander Ridge project. However, as the parties are uncertain what properties may be identified and available for one-bedroom units in townhouses, duplexes or single family homes, there may be more concentration of the one bedroom units than other larger size bedroom units. The parties agree there is a preference not to have more than four units at one location. HABC will notify Plaintiffs if a building with five or more one bedroom units is proposed and will obtain approval of the Plaintiffs for any such development.

D. Funding.

The parties agree that up to one million dollars of HAP/HOME funds that would have been set aside for development of units under the Bailey Decree may be used at HABC's discretion to develop 10 of the Additional Hollander ridge Units under this agreement.

EXHIBIT 1

OTHER CRITERIA FOR HOLLANDER TEN ADDITIONAL UNITS

E. Mobility services.

The parties agree that there will be a mobility services offered to families who are eligible to lease the 10 Additional Hollander Ridge Units. The services for such mobility program will be at least comparable to the services set forth in paragraph 62 (g) of the Consent Decree for the Enhanced Leasing Assistance Program.

Exhibit 2

Bailey v. Housing Authority of Baltimore City, 02-CV-225

United States of America v. Housing Authority of Baltimore City, 04-CV-03107

Exhibit 2 - 500 PBV Units

Project	Developer/ Owner	NEDs Categorization	Date Complete/ Target Date	Development Stage	Total NEDs (#)	NEDs Leased (#)	Constructed & Occupied	In Process
Section 2 - 500 Project Based Voucher Units								
CURRENT PROJECTS								
18 West Read	CHA	500 PBV	08/01/11	Complete	10	10	10	0
Hilton North/Gateway North	Hilton - North Avenue Limited Partnership (Kevin Bell)	500 PBV	08/01/13	Complete and Certified	11	11	11	0
New Shiloh (Offsite)	Bon Secours/Enterprise	500 PBV	09/07/07	Commitment	6	0	0	6
903 Gorsuch	Brick by Brick (Campo's)	500 PBV	06/01/11	Complete	2	2	2	0
Artaban Town Homes	Blue Ocean	500 PBV	06/01/12	Complete	14	14	14	0
Artisans Walk (City Arts)	TRF Development	500 PBV	12/20/10	Complete	12	12	12	0
Ashland Commons	Sheller	500 PBV	12/07/07	Complete	12	12	12	0
Belvieu Gardens	Blue Ocean	500 PBV	01/01/12	Complete	10	10	10	0
CHA Scattered	CHA	500 PBV	01/01/03	Complete	15	15	15	0
Cherrydale	Enterprise	500 PBV	06/30/09	Complete	32	21	21	11
Clare Court	Homes for America	500 PBV	Completed	Complete	0	0	0	0
Clarks Lane Garden Apartments	ABC Management	500 PBV	01/01/12	Complete	6	6	6	0
Coleman Manor	Homes for America	500 PBV	06/06/08	Complete	8	8	8	0
Dominion Group - NEDs Units	Dominion Group	500 PBV	02/15/10	Complete	3	3	3	0
Har Sinai/House Weinberg East	Homes for America, CHAI, and HFA Community Housing Development, Inc.	500 PBV	09/01/09	Complete	30	26	26	4
Irvington Woods	VOA	500 PBV	Completed	Complete	11	10	10	1
Jbyrd Properties (Windsor Mill)	Jbyrd	500 PBV	07/01/10	Complete	3	3	3	0
Millford Station	Blue Ocean	500 PBV	04/01/11	Complete	6	6	6	0
Parktown Apartments/ Cason Arms	Episcopal Housing/I Can't We Can	500 PBV	03/08/08	Complete	8	8	8	0
Saint Stephen's Court	Episcopal Housing Corporation	500 PBV	12/20/11	Complete	15	7	7	8
Seminole	Blue Ocean	500 PBV	04/01/12	Complete	6	6	6	0
St. Dominic's (John Manley House)	Homes for America	500 PBV	03/30/10	Complete	5	5	5	0
Stadium Place at Ednor Gardens (Offsite)	GEDCO/Enterprise	500 PBV	12/01/08	Complete	13	7	7	6
Symphony Homes @ Purdue	Blue Ocean	500 PBV	01/01/12	Complete	6	6	6	0
Union Rowe Apartments	AHC	500 PBV	03/01/12	Complete and Certified	11	4	4	7
Wayland Village	WBC CDC/Bon Soecurs	500 PBV	03/31/11	Complete	14	14	14	0
Penn Square	Penn North Partners, LLP	500 PBV	08/01/11	Complete and Certified	14	14	14	0
Poppleton II (Poppleton Coop)	Hampstead	500 PBV	02/22/12	Complete and Certified	18	11	11	7
2301 North Charles St	CHA	500 PBV	01/01/13	Complete	7	7	7	0
Clarksvie Apartments	Blue Ocean	500 PBV	02/01/13	Complete	8	8	8	0
Lillian Jones (Johnston Sq.)	French Company/ Empire	500 PBV	04/05/13	Complete and Certified	14	14	14	0
M on Madison	HTA Development	500 PBV	10/12/12	Complete	23	23	23	0
Mount Royal (#1512)	Empire Homes	500 PBV	11/01/12	Complete	5	5	5	0
The Greens at Irvington Mews Senior Apts	Enterprise	500 PBV	12/31/12	Complete	20	20	20	0
Uplands - Phase I Rental	Pennrose	500 PBV	08/12/12	Complete and Certified	16	16	16	0

Exhibit 2 - 500 PBV Units

Project	Developer/ Owner	NEDs Categorization	Date Complete/ Target Date	Development Stage	Total NEDs (#)	NEDs Leased (#)	Constructed & Occupied	In Process
Columbus School	Columbus School Limited Partnership (Kevin Bell)	500 PBV	11/30/13	Complete	8	8	8	0
Falls Point Station	Falls Point Station, LLC (The Henson Development Company)	500 PBV	02/01/14	Complete	6	6	6	0
PEP NSP (Parkwood)	PEP	500 PBV	04/15/13	Complete	3	3	3	0
Orchard Ridge IV	Pennrose	500 PBV	06/30/14	Complete	14	14	14	0
Manor South	CHAI	500 PBV	12/15/14	Complete	14	14	14	0
HABC Scattered Site Properties (Calvert)	Empire Homes	500 PBV	08/01/14	Complete	18	17	17	1
Baltimore Community Development, LLC (214 East Biddle)	Baltimore Community Development, LLC (Eugene Poverni)	500 PBV	03/01/15	Complete	5	5	5	0
Gibbons Apartments	Unity Properties	500 PBV	10/01/16	Construction	12	0	0	12
Mulberry at Park	Enterprise	500 PBV	10/01/16	Construction	11	0	0	11
Brexton Chase Residences	Poverni Ventures LLC	500 PBV	10/01/15	Construction	7	0	0	7
Dorchester Residences	Poverni Ventures LLC	500 PBV	05/01/15	Construction	10	0	0	10
SUBTOTAL 500-PBV					502	411	411	91

FUTURE PROJECTS								
Project	Developer/ Owner	NEDs Categorization	Date Complete/ Target Date	Development Stage	Total NEDs (#)	NEDs Leased (#)	Constructed & Occupied	In Process
4227 Frederick Ave	CHA	500 PBV	10/01/15	Reserved	9	0	0	9
Uplands - Phase II Rental	Pennrose	500 PBV	TBD	Projected	12	0	0	12
City Arts II	Homes for America	500 PBV	TBD	Reserved	12	0	0	12
O'Donnell (Phase IB)	Michael's Group/GB-AHC	500 PBV	12/01/15	Projected	11	0	0	11
20 E. Franklin	Osprey Property Company LLC	500 PBV	12/01/16	Reserved	7	0	0	7
Orchard Ridge V	Pennrose	500 PBV	12/01/16	Reserved	10	0	0	10
Falstaff	CHAI	500 PBV	TBD	Reserved	2	0	0	2
SUBTOTAL FUTURE PBV					63	0	0	63
TOTALS PBV					565	411	411	154

Development Stage Definitions -
 Projected - Application for funding not submitted.
 Pipeline - Application for funding submitted; no decision made on the application.
 Reserved - Funds for the project committed.
 Construction - Financing closed and under construction.
 Complete - Construction finished (No Bailey UFAS units).
 Complete and Certified - Construction finished and Bailey UFAS requirements certified.
 Complete but not Certified - Unit construction finished, but Bailey UFAS requirements not certified.

Exhibit 3

Bailey v. Housing Authority of Baltimore City, 02-CV-225

United States of America v. Housing Authority of Baltimore City, 04-CV-03107

EXHIBIT 3

UFAS-Compliant Units Produced And To Be Produced

Site #	Development	UFAS Units Counted toward 756	1 BR	1 BR convertible ¹	2 BR	3 BR	4 BR	5 BR	6 BR	Total	Units Certified As of 8/31/15
	2227 W. Baltimore Street (ECI)	1	1	0	0	0	0	0	0	1	1
	513 Bloom Street (ECI)	1	0	0	0	1	0	0	0	1	1
	515 Bloom Street (ECI)	1	0	0	0	0	1	0	0	1	1
	2552 McHenry Street (ECI)	1	0	0	1	0	0	0	0	1	1
	1815 W Pratt St (ECI)	1	0	0	1	0	0	0	0	1	1
	1301 Glyndon Ave (ECI)	1	0	0	1	0	0	0	0	1	1
	2331 Jefferson Street (ECI)	1	0	0	1	0	0	0	0	1	1
	2400 E Chase St (ECI)	1	0	0	1	0	0	0	0	1	1
	811 N Caroline St (ECI)	1	0	0	0	1	0	0	0	1	1
	819 N Caroline St (ECI)	1	0	0	0	1	0	0	0	1	1
	St. Ambrose - 5300 Grindon Ave (P & D)	1	0	0	1	0	0	0	0	1	1
	St. Ambrose - 5608 Knell Ave (P & D)	1	0	0	0	1	0	0	0	1	1
	Reservoir Hill (P & D) - 2208 Callow Ave	1	1	0	0	0	0	0	0	1	1
	Reservoir Hill (P & D) - 2426 Callow Ave	1	1	0	0	0	0	0	0	1	1
	Reservoir Hill (P & D) - 2210 Callow Ave	1	1	0	0	0	0	0	0	1	1
	Reservoir Hill (P & D) - 2408 Callow Ave	1	1	0	0	0	0	0	0	1	1
	Reservoir Hill (P & D) - 2416 Callow Ave	1	1	0	0	0	0	0	0	1	1
	Reservoir Hill (P & D) - 2300 Callow Ave	1	1	0	0	0	0	0	0	1	1
	Reservoir Hill (P & D) - 800 Reservoir St	1	0	0	0	1	0	0	0	1	1
	West Hills Sq (P & D) - 4901 Alson #102	1	1	0	0	0	0	0	0	1	1
	West Hills Sq (P & D) - 4903 Alson #101	1	1	0	0	0	0	0	0	1	1
	West Hills Sq (P & D) - 704 Cooks Lane	1	0	0	0	1	0	0	0	1	1
	Homes of Anundel- 117 E Lafayette Ave, Unit A	1	1	0	0	0	0	0	0	1	1
	838 E. Preston St. (P & D)	1	0	0	0	1	0	0	0	1	1
	1107 Race St., Apt. 1 (P & D)	1	1	0	0	0	0	0	0	1	1
	8715 Richmond Ave (P & D)	1	0	0	0	0	1	0	0	1	1
	Subtotal	31	14	0	8	7	2	0	0	31	31

TOTAL UNITS CERTIFIED	708	292	67	181	121	35	6	6	708	708
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Notes: 1. 1 BR convertible unit. Converts into a 2 BR unit to house a live-in aide.

2. Lakeview has 2 UFAS units that are studios. DOJ has approved of the units at Lakeview.

PLANNED UNITS												
Site #	Development	UFAS Units Counted toward 756	1 BR	1 BR convertible ¹	2 BR	3 BR	4 BR	5 BR	6 BR	Total	Units Certified As of 8/31/15	Anticipated Completion Date
	Orchard Ridge Phase IV (P&D NC)	6	0	0	3	3	0	0	0	6	0	December 2015
	Penn Square II (P&D New Construction)	3	0	0	0	3	0	0	0	3	0	December 2015
	Poppleton III (P&D New Construction)	3	0	0	1	2	0	0	0	3	0	October 2015
	SS Lots Phase II B (P&D New Construction)	5	0	0	0	2	3	0	0	5	0	October 2015
	SS Lots Phase III (Kossuth & Garlson)	6	0	0	3	3	0	0	0	6	0	December 2015
	City Arts 2	3	0	0	3	0	0	0	0	3	0	June 2016
	Gibbons Apartments	8	0	0	4	4	0	0	0	8	0	October 2016
	Mulberry at Park	8	0	0	2	6	0	0	0	8	0	October 2016
	Fallstaff	1	0	0	0	1	0	0	0	1	0	December 2016
	Orchard Ridge V	6	0	0	0	5	1	0	0	6	0	December 2016
	Barclay Phase III (P&D New Construction)	3	0	0	0	3	0	0	0	3	0	December 2016
	TOTAL UNITS PLANNED	52	0	0	16	32	4	0	0	52	0	

TOTAL UNITS CERTIFIED	708	292	67	181	121	35	6	6	708	708
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TOTAL UNITS CERTIFIED AND PLANNED	760	292	67	197	153	39	6	6	760	
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REQUIRED BY CONSENT DECREE	756	289	67	194	154	40	6	6	756	
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UNITS TO BE CREATED		0	0	0	1	1	0	0	2	
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EXTRA UNITS		3	0	3	0	0	0	0	6	
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POSSIBLE UNITS AFTER 2015											
	North Avenue Gateway II	4				4				4	
	O'Donnell Phase 1B (P&D New Construction)	4			1	2	1			4	
	5000 Gwynn Oak	2				1	1			2	
	Uplands Phase II (P&D New Construction)	4				4				4	
	TOTAL	14	0	0	1	11	2	0	0	14	

Exhibit 4

Bailey v. Housing Authority of Baltimore City, 02-CV-225

United States of America v. Housing Authority of Baltimore City, 04-CV-03107

EXHIBIT 4 - LIST OF UFAS AND NEAR UFAS-COMPLIANT UNITS

**RENTAL ASSISTANCE DEMONSTRATION DEVELOPMENTS
UFAS UNITS**

Allendale

	Address	Bedroom Size	Date of Cert
1		1	6/7/07
2		1	6/7/07
3		1	6/7/07
4		1	6/7/07
5		1	6/7/07
6		1	6/7/07

Arbor Oaks

	Address	Bedroom Size	Date of Cert
1		1	10/23/12
2		1	10/23/12
3		2	10/23/12
4		1	10/23/12

Bel-Park

	Address	Bedroom Size	Date of Cert
1		1C	7/21/05
2		1C	7/21/05
3		1	11/4/05
4		1	11/4/05
5		1C	7/21/05
6		1C	7/21/05
7		1C	7/21/05
8		1C	7/21/05
9		1	11/4/05
10		1	11/4/05
11		1C	7/21/05
12		1C	7/21/05
13		1C	7/21/05
14		1C	7/21/05
15		1	11/4/05
16		1	11/4/05
17		1C	7/21/05
18		1C	11/3/05
19		1C	7/21/05
20		1C	7/21/05
21		1	11/4/05
22		1	11/4/05
23		1C	7/21/05
24		1C	7/21/05
25		1C	7/21/05
26		1C	7/21/05
27		1C	7/21/05
28		1C	7/21/05
29		1C	7/21/05

BE Mason

	Address	Bedroom Size	Date of Cert
1		1	11/20/07
2		1	11/20/07
3		1	11/20/07
4		1	11/20/07
5		1	11/20/07
6		1	11/20/07
7		1	11/20/07
8		1	11/20/07
9		1	11/21/07
10		1	11/21/07
11		1	11/21/07
12		1	11/21/07
13		1	11/21/07
14		1	11/21/07
15		1	2/26/08
16		1	2/26/08
17		1	2/7/08
18		1	2/7/08
19		1	2/7/08
20		1	2/7/08

Brentwood

	Address	Bedroom Size	Date of Cert
1		1	11/29/06
2		1	11/29/06
3		1	11/29/06
4		1	11/29/06
5		1	11/29/06
6		1	11/29/06
7		1	11/29/06

Chase House

	Address	Bedroom Size	Date of Cert
1		1	12/15/05
2		1	12/15/05
3		1	12/15/05
4		1	12/15/05
5		1	12/15/05
6		1	12/8/05
7		1	12/8/05
8		1	12/8/05
9		1	12/8/05
10		1	12/8/05
11		1	12/8/05
12		1	12/8/05
13		1	11/18/05
14		1	11/18/05
15		1	11/18/05
16		1	11/18/05

Ellerslie

	Address	Bedroom Size	Date of Cert
1		1	12/1/06
2		1	12/1/06
3		1	12/1/06
4		1	12/1/06
5		1	12/1/06
6		1	12/1/06
7		1	12/8/06
8		1	12/8/06
9		1	12/8/06
10		1	12/8/06
11		1	12/8/06
12		1	12/8/06
13		1	12/14/06
14		1	12/14/06
15		1	12/14/06
16		1	12/14/06

Govans Manor

	Address	Bedroom Size	Date of Cert
1		1C	10/12/06
2		1C	10/12/06
3		1C	10/12/06
4		1C	10/12/06
5		1C	10/12/06
6		1C	10/12/06
7		1C	10/12/06
8		1	10/12/06

Heritage Crossing

	Address	Bedroom Size	Date of Cert
1		2	12/20/06
2		1	12/20/06
3		4	1/4/07
4		3	12/19/07

Hollins House

	Address	Bedroom Size	Date of Cert
1		1	11/29/06
2		1	12/7/06
3		1	12/7/06
4		1	12/7/06
5		1	12/7/06
6		1	12/7/06
7		1	12/7/06
8		1	12/7/06
9		1	12/7/06
10		1	12/7/06
11		1	12/7/06
12		1	12/7/06

J. Van Story, Sr. (Formerly West Twenty)

	Address	Bedroom Size	Date of Cert
1		1	8/10/06
2		1	8/10/06
3		1	8/10/06
4		1	8/10/06
5		1	8/10/06
6		1	8/10/06
7		1	8/10/06
8		1	10/12/06
9		1	10/12/06
10		1	10/12/06
11		1	10/12/06
12		1	10/12/06
13		1	10/12/06
14		1	10/12/06
15		1	10/12/06
16		1	10/12/06
17		1	10/12/06
18		1	10/25/06
19		1	10/25/06
20		1	10/25/06
21		1	10/25/06
22		1	10/25/06
23		1	10/25/06
24		1	10/25/06
25		1	11/9/06
26		1	11/9/06
27		1	11/9/06
28		1	11/9/06
29		1	11/29/06
30		1	11/29/06
31		1	11/29/06
32		1	11/29/06
33		1	11/29/06
34		1	11/29/06

Lakeview Extension

	Address	Bedroom Size	Date of Cert
1		1	8/26/04
2		1	8/26/04
3		1	8/26/04
-4		1	8/26/04
5		1	8/26/04
6		1	8/26/04
7		1	8/26/04
8		1	8/26/04
9		1	8/26/04
10		1	8/26/04

	Address	Bedroom Size	Date of Cert
11		1	8/26/04
12		1	8/26/04

Lakeview Tower

	Address	Bedroom Size	Date of Cert
1		1	8/26/04
2		1	8/26/04
3		1	8/26/04
4		1	8/26/04
5		1C	8/26/04
6		1	8/26/04
7		1	8/26/04
8		1	8/26/04
9		1	8/26/04

McCulloh High Rise

	Address	Bedroom Size	Date of Cert
1		1	8/30/05
2		1	8/30/05
3		1	8/30/05
4		1	8/30/05
5		1	8/30/05
6		1	8/30/05
7		1	8/30/05
8		1	8/30/05
9		1	8/30/05
10		1	8/30/05
11		1	8/30/05
12		1	8/30/05
13		1	8/30/05
14		1	8/30/05
15		1	8/30/05
16		1	8/30/05
17		1	7/21/05
18		1	6/10/05
19		1	7/21/05
20		1	7/21/05
21		1	7/21/05
22		1	7/21/05
23		1	7/21/05
24		1	7/21/05
25		1C	7/21/05
26		1C	7/21/05
27		1C	7/21/05
28		1C	7/21/05
29		1C	7/21/05
30		1C	7/21/05
31		1C	6/10/05
32		1C	6/10/05
33		1C	6/10/05
34		1C	6/10/05
35		1C	6/10/05

	Address	Bedroom Size	Date of Cert
36	[REDACTED]	1C	6/10/05
37	[REDACTED]	1C	6/10/05
38	[REDACTED]	1C	6/10/05
39	[REDACTED]	1C	6/10/05
40	[REDACTED]	1C	6/10/05
41	[REDACTED]	1C	6/10/05
42	[REDACTED]	1C	6/10/05
43	[REDACTED]	1C	6/10/05
44	[REDACTED]	1C	6/10/05

Monument East

	Address	Bedroom Size	Date of Cert
1	[REDACTED]	1C	10/7/05
2	[REDACTED]	1C	10/7/05
3	[REDACTED]	1C	9/20/05
4	[REDACTED]	1C	8/17/05
5	[REDACTED]	1C	8/17/05
6	[REDACTED]	1C	6/10/05
7	[REDACTED]	1C	6/10/05
8	[REDACTED]	1C	6/10/05
9	[REDACTED]	1C	6/10/05
10	[REDACTED]	1C	6/10/05
11	[REDACTED]	1C	9/20/05
12	[REDACTED]	1	9/20/05
13	[REDACTED]	1C	4/26/05
14	[REDACTED]	1	4/26/05
15	[REDACTED]	1C	4/26/05
16	[REDACTED]	1	4/26/05
17	[REDACTED]	1C	4/26/05
18	[REDACTED]	1	4/26/05
19	[REDACTED]	1C	4/26/05
20	[REDACTED]	1	4/26/05
21	[REDACTED]	1C	4/26/05
22	[REDACTED]	1	4/26/05
23	[REDACTED]	1C	10/7/05
24	[REDACTED]	1	10/7/05

Pleasant View Gardens

	Address	Bedroom Size	Date of Cert
1	[REDACTED]	2	11/29/05
2	[REDACTED]	2	4/21/06
3	[REDACTED]	2	6/16/06
4	[REDACTED]	2	6/16/06
5	[REDACTED]	2	6/16/06
6	[REDACTED]	4	10/13/06
7	[REDACTED]	2	11/29/06
8	[REDACTED]	2	11/29/06
9	[REDACTED]	3	12/14/06
10	[REDACTED]	3	12/20/06
11	[REDACTED]	3	12/20/06
12	[REDACTED]	2	12/20/06
13	[REDACTED]	2	12/20/06

Pleasant View Gardens Sr. Building

	Address	Bedroom Size	Date of Cert
1		1	11/17/05
2		1	11/17/05
3		1	11/17/05
4		1	11/17/05
5		1	11/17/05
6		1	11/17/05
7		1	11/17/05
8		1	11/17/05
9		1	11/17/05
10		1	11/17/05
11		1	11/17/05
12		1	11/17/05

Primrose

	Address	Bedroom Size	Date of Cert
1		1	10/18/07

Rosemont Tower

	Address	Bedroom Size	Date of Cert
1		1	9/27/05
2		1	9/27/05
3		1	9/27/05
4		1	9/27/05
5		1	9/27/05
6		1	9/27/05
7		1	10/28/04
8		1	10/28/04
9		1	10/28/04
10		1	10/28/04
11		1	10/28/04
12		1	10/28/04
13		1	10/28/04
14		1	10/28/04
15		1	10/28/04
16		1	10/28/04
17		1	10/28/04
18		1	10/28/04
19		1	10/28/04
20		1	10/28/04
21		1	10/28/04

Senior Terraces Apartment Building

	Address	Bedroom Size	Date of Cert
1		1	12/20/06
2		1	12/20/06
3		1	12/20/06
4		1	12/20/06

The Townes at the Terraces

	Address	Bedroom Size	Date of Cert
1	[REDACTED]	3 BR	5/16/06
2		3 BR	5/16/06
3		3 BR	5/16/06
4		3 BR	5/16/06
5		2 BR	5/16/06
6		2 BR	5/16/06
7		2 BR	5/16/06
8		2 BR	5/16/06
9		3 BR	5/16/06
10		4 BR	5/16/06
11		3 BR	12/20/06

Wyman House

	Address	Bedroom Size	Date of Cert
1.	[REDACTED]	1	6/28/07
2.		1	6/28/07
3.		1	6/28/07
4.		1	6/28/07
5.		1	6/28/07
6.		1	6/28/07
7.		1	6/28/07
8.		1	6/28/07
9.		1	6/28/07

**RENTAL ASSISTANCE DEMONSTRATION DEVELOPMENTS
NEAR UFAS UNITS**

Allendale

	Address	Bedroom Size	Date of Cert
1		1	8/16/05
2		1	8/16/05
3		1	8/16/05
4		1	8/16/05
5		1	8/16/05
6		1	8/16/05
7		1	8/16/05
8		1	8/16/05
9		1	8/16/05
10		1	8/16/05
11		1	8/16/05

Hollins House

	Address	Bedroom Size	Date of Cert
1		1	10/7/05

McCulloh High Rise

	Address	Bedroom Size	Date of Cert
1		0	11/4/05
2		0	11/4/05
3		0	11/4/05
4		0	11/17/05
5		1	11/17/05
6		0	11/17/05
7		0	11/17/05
8		0	11/17/05
9		0	11/17/05
10		1	11/29/05
11		1	11/29/05
12		1	11/29/05
13		1	11/29/05
14		1	11/29/05
15		0	11/29/05
16		1	11/29/05
17		0	11/29/05

Monument East

	Address	Bedroom Size	Date of Cert
1		1	6/10/05
2		1	6/10/05
3		1	6/10/05
4		1	6/10/05
5		1	6/10/05
6		1	8/17/05
7		1	8/17/05

	Address	Bedroom Size	Date of Cert
8		1	9/20/05
9		1	10/7/05
10		1	10/7/05

Primrose

	Address	Bedroom Size	Date of Cert
1		1	8/16/05
2		1	8/16/05
3		1	8/16/05
4		1	10/7/05
5		1	10/7/05
6		1	10/7/05
7		1	10/7/05
8		1	10/7/05
9		1	10/7/05
10		1	10/7/05
11		1	10/7/05
12		1	11/18/05
13		1	11/18/05

Exhibit 5

Bailey v. Housing Authority of Baltimore City, 02-CV-225

United States of America v. Housing Authority of Baltimore City, 04-CV-03107

EXHIBIT 5 - RAD LTA CRITERIA

HOUSING AUTHORITY OF BALTIMORE CITY

**LONG TERM AFFORDABLE CRITERIA
APPLICABLE TO UNITS AT THE SITES
UNDER THE RENTAL ASSISTANCE DEMONSTRATION**

This document known as the “Long Term Affordable Criteria Applicable to Units at the Sites under the Rental Assistance Demonstration” or LTA Criteria sets forth the requirements for applicants for, and residents in, units under a Housing Assistance Payment Contract for project based rental assistance (“**PBRA Units**”) at the housing development under the Rental Assistance Demonstration (the “**RAD Site**” or “**RAD Sites**”). The Owner and Management Agent shall not change any of the requirements set forth in this document without written approval from the Housing Authority of Baltimore City (“**HABC**”).

The PBRA Units will also be operated in accordance with all standing and subsequent guidance from the U.S. Department of Housing and Urban Development, Office of Housing (“**HUD**”), with the exception of provisions explicitly described in PIH Notice 2012-32 Rev-2 or as explicitly permitted by a HUD waiver.

1. DEFINITIONS

(a) **Applicant** – shall mean a household (including the head of household and all other family members) on HABC’s waiting list for public housing.

(b) “**Family**” is defined as including, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

(1) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or

(2) A group of persons residing together, and such group includes, but is not limited to:

(i) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);

(ii) An elderly family;

(iii) A near-elderly family;

(iv) A disabled family;

(v) A displaced family; and

(vi) The remaining member of a tenant family.

(c) “**Long Term Affordable units**” or “**LTA units**” shall mean those PBRA Units that are leased to residents and Applicants referred from HABC’s public housing and/or transfer waiting lists. The Applicants for, and residents in, these PBRA Units have the rights, privileges and benefits comparable to HABC’s public housing residents or applicants as set forth in this LTA Criteria, and residents in the PBRA Units shall pay no more than 30% of their monthly adjusted income in rent. Notwithstanding the above, no minimum

income is required. UFAS units must be operated and maintained in accordance with the terms stated herein.

- (d) **“Management Agent”** means the company engaged to manage and operate the development on behalf of the Owner.
- (e) **“Non-elderly person with disabilities”** or **“NED”** as defined in the Bailey Consent Decree entered in Bailey v. Housing Authority of Baltimore City, JFM 02-CV-225; JFM-04-CV-03107, shall mean a family whose sole member, head of household, or head of household's spouse is a person with a disability who is under age sixty-two (62), and which is eligible for a one-bedroom public housing unit because a second bedroom is needed for disability-related reasons; and who is on HABC's waiting list. The definition of NED does not limit the outcome of the reasonable accommodations interactive process.
- (f) **“Owner”** refers to the entity which owns the RAD Site and which is responsible for ensuring the Management Agent complies with the admissions and leasing requirements for the LTA units.
- (g) **“Resident”** shall mean a household who leases an LTA unit under these criteria.
- (h) **“UFAS Unit”** shall mean the same as an Accessible Dwelling Unit as defined in the Uniform Federal Accessibility Standards (“UFAS”), and for purposes of this LTA Criteria shall be a unit certified by an architect approved by HABC as compliant with UFAS. Generally, a “UFAS Unit” or “UFAS Accessible Unit” is a unit that accommodates a person with mobility impairments. The HUD regulations at 24 CFR 8.22 (which apply in the case of the RAD conversion and planned rehabilitation work) sets forth a standard that a minimum of five percent (5%) of the total dwelling units be accessible for persons with mobility impairments. The same rule provides a cross-reference to 24 CFR 8.32 (application of UFAS). The term “Accessible Dwelling Unit” is defined in UFAS.
- (i) **“Violent Criminal Activity”** means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage. 24 C.F.R. §5.100.

2. **DELETED.**

3. **SECURITY DEPOSIT; APPLICATION OR OTHER FEES**

The amount of the security deposit will be equal to one month's rent, or Fifty Dollars (\$50.00), whichever is lower. The Agent will establish a payment plan for payment of the security deposit in the event of a documented hardship situation.

Applicants will not be charged an application fee. Additionally, Applicants will not be charged any fee for credit or criminal background checks.

4. SCREENING CRITERIA

(a) An Applicant may be screened for credit and criminal background according to the detailed screening process set forth in Section 4.1 below. Lack of credit history will not be sufficient justification for rejection of an Applicant.

(b) The Owner and Management Agent shall not establish any site based waiting list for the PBRA RAD Site. The Owner and Management Agent must lease the PBRA Units to eligible Applicants referred from HABC's public housing waiting lists.

(c) The Owner and Management Agent shall not re-screen current public housing tenants or tenants from other RAD Sites who: (i) are in good standing, (ii) meet the income-eligibility requirements for the RAD PBRA Unit, and (iii) are approved for a reasonable accommodation or immediate needs transfer to a RAD Site.

4.1. DETAILED SCREENING PROCESS

- (a) Credit and criminal background reports may be evaluated through a third-party screening company using the criteria set forth in 4.1.1. and 4.1.2 below.
- (b) Rental history may be verified up to the past three years.
- (c) Applicants may be rejected for any of the following reasons: Agent or other acceptable references indicates a history of lease violations, including but not limited to repeated judgments for failure to pay rent, chronic late rental payments (more than four (4) late rental payments within a twelve (12) month period), prior eviction(s), history of public disturbances, damage to living unit or property of others, physical and/or verbal attacks on others, history of poor or unsatisfactory housekeeping or any other behavior that would have a substantial adverse impact upon the health, safety or peaceful enjoyment of other Residents, members of the community or Management Agent personnel at the RAD Site.

4.1.1. Credit Screening Criteria

(a) Credit Information.

The criteria for determining an Applicant's eligibility based on credit screening are set forth hereunder. Applicants may be denied eligibility if they have a history of not meeting past financial obligations as demonstrated by the following:

- More than four (4) late rental payments within a twelve (12) month period only if the Applicant leased a dwelling unit that received continuous direct rental assistance subsidy that provided for the Applicant to pay no more than thirty percent (30%) of his or her income during the Applicant's tenancy.

- Unsatisfied collections, charge-offs, or judgments in the past 24 months totaling more than \$3,000 in the aggregate.

Notwithstanding evidence of difficulty meeting past financial obligations, Applicants will be favorably considered if their poor payment history relates to:

- Medical debts
- Student loans

Applicants will not be denied eligibility solely on the basis of bankruptcy.

Other credit issues such as unsatisfied collections, charge-offs, judgments or liens will be reviewed in light of all the circumstances including evidence of the Applicant's limited disability benefits, prior lack of subsidized housing, illness or loss of Spouse, loss of primary support, etc. Such review may result in a favorable consideration for Applicant despite such credit issues. The housing application shall inform applicants that they have the opportunity to provide information about or to explain the circumstances for their poor credit history.

(b) Pre-Denial Review

The Owner shall provide Applicants the opportunity to discuss reasons for a poor credit history, mitigating circumstances or requests for reasonable accommodations prior to the Owner making a determination to deny the Applicant on the basis of credit. Said pre-denial review will not replace or eliminate the informal hearing process set forth in 10.1 below. Examples of extenuating circumstances that should result in a favorable review by the Owner/Agent include (but are not limited to):

- Applicants whose form of income is from Supplemental Security Income (SSI) or similar form of disability payment.
- Applicants whose previous housing payment was substantially disproportionate to the tenant portion of rent for which he or she will be responsible in the LTA Unit.
- Applicants with a documented/disclosed hardship that is not likely to repeat.

4.1.2. Criminal Screening

(a) General.

1. Denial of Eligibility. An Applicant will be denied eligibility for admission for any of the following reasons:
 - Any household member who has been convicted of drug-related criminal activity in connection with the manufacture or production of methamphetamine. This results in a lifetime ban from assisted housing.

- Any household member who is subject to a lifetime registration requirement under a State sex offender registration program.
 - Any household member who has been evicted for drug-related criminal activity within the prior three (3) years.
2. An Applicant may be denied eligibility for admission based upon the following:
- Public records, landlord references or criminal background checks indicate there is reasonable cause to believe that the Applicant and/or other household members have a history of violent criminal activity, violent behavior or alcohol or drug abuse that would threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants.
 - Public records or criminal background checks indicate Applicant/or household member has been convicted of a drug-related offense, Violent Criminal Activity, or felony offense.

"Alcohol or drug abuse" means, including but not limited to:

- Evidence of a history or pattern of illegal substance abuse that the individual has, within the past three years, engaged in to justify a reasonable belief that the individual's behavior is current.
 - "Violent criminal activity" means, including but not limited to:
 - Evidence that the individual has, within the past three years, engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current.
 - Any history or evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy by neighbors;
 - Any history of initiating threats or behaving in a manner indicating an intent to assault employees or other tenants.
3. Pending charges for any crime (not just those listed below) may be considered a cause for temporary denial of eligibility for admission. If the Applicant is temporarily denied admission because of the existence of a pending charge, the Applicant will maintain a priority order for occupancy of a PBRA Unit until disposition of the pending charge either (i) favorably, in which case the application process can continue, or (ii) unfavorably in which case the Applicant will be denied based on the criminal background screening criteria set forth herein.

(b) Specific Felony Crimes

The following felonies may subject new Applicants to a maximum seven (7) year exclusion period. The exclusion period is calculated from the date of conviction or release from incarceration, whichever is later. If Management Agent chooses to

utilize the maximum seven (7) year exclusion period to deny a new Applicant, the Applicant shall be notified that he or she may contact the tenant council at the RAD Site for assistance with appealing the Owner's decision in applying the seven (7) year exclusion period.

1. Felony Child Abuse
2. Sexual Abuse of a Minor except when crime results in conviction as a sex offender subject to a lifetime registration requirement, who, in such case, is prohibited from federally assisted housing.
3. Felony Arson
4. Malicious Burning of Personal Property (First degree)
5. Burning with Intent to Defraud
6. Felony Assault Attempted Poisoning
7. Manufacture, Distribution or Possession with the Intent to Distribute of CDS (Controlled Dangerous Substances)
8. Damage to Associated Building when Charged as a Felony
9. Murder (all forms)
10. Attempted Murder (all forms)
11. Voluntary Manslaughter (all forms)
12. Homicide (all forms)
13. Kidnapping
14. Child Kidnapping
15. Abduction of Child Under 16
16. Robbery
17. Robbery with a Dangerous Weapon
18. Carjacking
19. Felony Sexual Crimes, except when crime results in conviction as a sex offender subject to a lifetime registration requirement, who, in such case, is prohibited from federally assisted housing.
20. Weapons Crimes - Felonies
21. Use of a Machine Gun in a Crime of Violence
22. Use of a Machine Gun for Aggressive Purposes
23. Manufacture or Possession of a Destructive Device

(c) **Other Felony Crimes**

An Applicant may be denied eligibility for admission due to convictions for other types of felony crimes for a maximum of three (3) years beginning on the date of conviction or the release from incarceration, whichever date is later.

(d) **Misdemeanor Crimes**

An Applicant may be denied eligibility for admission due to convictions for misdemeanor crimes for a maximum of eighteen (18) months beginning on the date of conviction or the release from incarceration, whichever date is later.

(e) **Confidentiality of Criminal Records**

Any criminal record received must be maintained confidentially, not misused or improperly disseminated.

(f) **Disclosure of Criminal Records to Family**

Before taking any adverse action based on a criminal conviction record, the Applicant and the subject of the record will be provided with a copy of the criminal record and an opportunity to dispute the record at an informal hearing.

4.1.3. Other Reasons to Deny Eligibility

Apart from the credit and criminal background screening criteria above, Applicants may be denied eligibility for the other following reasons:

- Applicant's household income must meet the Low Income Housing Tax Credit requirements for eligibility.
- Applicant fails to respond to a request for verification of information or for additional information within ten (10) working days of the written request from the Owner.
- Applicant makes any material false statement or omission on the application and/or during an application interview with the intention of misleading the Owner.
- Applicant's household size is incompatible with the Owner's occupancy standards and/or unit availability. Provided, however, that an Applicant who has a verifiable need for a live-in aide may not be denied admission on the grounds that the addition of a live-in aide violates the Owner's occupancy standards. A live-in aide is defined in the public housing regulations (24 CFR 966.4 (d)(3)(ii)), as may be amended, as "a person who resides with an elderly, disabled or handicapped person and who:
 - (A) Is determined to be essential to the care and well-being of the person;
 - (B) Is not obligated for the support of the person; and
 - (C) Would not be living in the unit except to provide the necessary supportive services."

The live-in-aide is subject to the same screening criteria as an Applicant.

4.1.4. Prohibited Criteria for Denial of Eligibility

An Applicant cannot be rejected because he or she:

- Has no income;
- Is not employed;
- Does not participate in a job-training program;
- Will not apply for various welfare or benefit programs;
- Has children;
- Is receiving welfare benefits;
- Has children born out of wedlock;
- Is a student, unless otherwise prohibited by financing for the Development.

4.2. Mitigating Circumstances- Generally

Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified would indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, and the applicant's prospect for lease compliance is an acceptable one, justifying admission.

If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. In order to be factored into the screening assessment of the applicant, mitigating circumstances must be verifiable.

If the mitigating circumstances claimed by the Applicant relate to a disability, medical condition or course of treatment, the Owner may require documentation of the manifestation of a disability only to evaluate the mitigating circumstances that pertain to the request for a specific accommodation. The Owner may not require Applicants or Residents to provide access to confidential medical records in order to verify a disability or to disclose the identity of the disability or specific details about the disability.

4.2.1. Mitigating Circumstances

Examples of mitigating circumstances include:

- Evidence of successful rehabilitation;
- Evidence of the Applicant family's participation in and completion of social service or other appropriate counseling service ;
- Evidence of successful and sustained modification of previous disqualifying behavior.

Consideration of mitigating circumstances does not guarantee that the Applicant will qualify for admission. Such circumstances will be considered in light of:

- The applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and

- The applicant's overall performance with respect to all the screening requirements.
- However if mitigating circumstances are found the applicant will keep his place on the waiting list and will be housed in the unit which was offered if that unit is still available and if it is not will be housed when the next appropriately sized unit becomes available.

4.3. Citizenship/Eligible Immigrant Status

For determining eligibility for admission to receive housing assistance, a family member must be a U.S. citizen or an eligible immigrant. Eligible immigrants are persons who are in one of the categories established by HUD. Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to receipt of the decision from an appeal to the Immigration and Naturalization Service.

5. OCCUPANCY GUIDELINES

5.1. General. These occupancy guidelines will be followed by the Owner to ensure that families occupy units of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or under-utilization.

5.2. Determining Unit Size.

(a) The Owner does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom. Standards for determining unit size shall be applied in a manner consistent with Fair Housing guidelines.

(b) For occupancy standards, an adult is a person who is at least 18 years of age or older, an emancipated minor, or in a legally recognized marriage as under the laws of the State of Maryland or a marriage recognized by the State of Maryland. All guidelines in this section relate to the number of bedrooms in the unit.

(c) Owner will assign a unit within the following guidelines:

(i) Separate bedrooms should be allocated for persons of the opposite sex other than adults who are considered a couple as approved members of the household, and children under five years old).

(ii) Live-in aides will generally be provided a separate bedroom for their occupancy only, except that the Resident may consent to reside with a Live-in aide in a smaller size unit if a unit with a separate bedroom is not available, and the assignment of the smaller size unit meets the requirements in the HUD Multifamily Occupancy Handbook, 4350.3 REV-1, as may be amended. The Owner is not obligated to nor will it house the family members of a live-in aide.

- (iii) Space may be provided for a child who is away at school but who lives with the family during school recesses.
- (iv) Space will not be provided for a family member who will be absent most of the time except for family members who have been called to active duty. In the case of a family member in active duty, the family composition will include the member who is away from the unit for such purpose, even if the active duty family member is absent from the unit for more than six months. After one (1) year the Owner may reevaluate the situation and take appropriate action.
- (v) Single person families shall be allocated a zero or one bedroom unit. The living room should not be used as a bedroom except for purposes of a reasonable accommodation.

Bedroom Size	Persons in Household: (Minimum #)	Persons in Household: (Maximum #)
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8

5.3. Exceptions To Occupancy Standards.

The Owner or HABC, as applicable, will grant an exception to the occupancy standards upon request if the exception is necessary as a reasonable accommodation for persons with disabilities. A reasonable accommodation for a larger unit may be granted - for example, when a person with a disability needs space for medical equipment or a live-in aide. (See verification provisions in Section 14.) If a person's disability is obvious, or otherwise known to the Owner or HABC, and if the need for the requested accommodation is also readily apparent or known, then the Owner or HABC may not request any additional information. The Owner or HABC may only request additional information about either the person's disability or disability-related need for the accommodation if either is not known or readily apparent.

- HABC will not assign a larger bedroom size due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.

An exception will be granted if the family has submitted an "Appointment of Temporary Guardian" to the Owner. If this form has been submitted, the Owner

will also require that the family have initiated legal proceedings for guardianship or legal custody.

- All members of the family residing in the unit must be approved by the Owner. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the Owner within 30 days.
- To avoid vacancies, the Owner may provide a family with a larger unit than the occupancy standards permit subject to the approval of the HABC. The family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is a suitable smaller unit available. This requirement shall be included in the lease.

5.4. UFAS Accessible Units and Other Units with Accessible Features. UFAS Accessible Units, i.e., those designed and constructed to meet the needs of persons with mobility disabilities, and units with other types of accessible features will be first offered to households with a family member who needs the accessible features of the unit. Such units will be offered to households who do not need the accessible features of the unit only after the Owner has determined that no Resident or Applicant has a need for a unit with such accessible features and on the understanding that such Residents or Applicants must accept a transfer to a non-accessible unit at a later date if the situation arises in which a Resident or Applicant determined to be otherwise eligible for the housing has a need for the accessible features.

6. AMOUNT OF RENT

Owner will conduct initial income verifications, annual re-certifications of income and interim certifications, as well as income verifications upon turnover.

6.1. Total Tenant Payment

The Total Tenant Payment is the greater of:

- 30% of the adjusted monthly income
- 10% of the monthly income
- The minimum rent as established by the HABC.

The Total Tenant Payment does not include charges for excess utility consumption or other charges.

If a minimum rent is established the resident will be required to pay at least the amount established as the minimum rent, unless Management Agent grants an exemption from the due to financial hardship.

6.2 Rent Determination.

The amount of rent and family size or composition will be set forth in the lease or, if there are changes, in a lease supplement, which will be delivered to the resident. The amount of monthly rent and the family composition will remain in effect for the period between annual re-certifications, unless during such period:

- (a) Resident can show a change in Resident's circumstances that would justify a reduction in rent by submitting a signed statement and other documentation, setting forth the facts as to the family composition, employment and family income. Such circumstances include, but are not limited to, the following: (1) Divorce; (2) Marriage; (3) Separation; (4) Death; (5) Retirement; (6) Unemployment; (7) Strike; (8) Layoff; (9) Sick Leave; (10) Disability; (11) Entry into or discharge from military service; (12) Birth; and (13) Change of job or other reduced income.
- (b) Resident can show a decrease in income which is believed to be temporary in nature.
- (c) Resident can show that the income on the basis of which the rent was calculated has terminated. Resident shall report this information to the Owner together with any information concerning other sources of income which have become available to family members since the last rent determination. The rent will then be re-determined based on the information which is provided, but in no case will the rent be increased, beyond the original rent, until the next Annual Review.

6.2.2 Reporting a Change in Income Resident shall report any change in income described in Paragraphs (a), (b), and (c) above within thirty (30) days of its occurrence. Any decrease in rent resulting from the change will take effect on the first of the month following the month in which the change occurred.

6.3. Minimum Income.

A resident is not required to have any minimum income.

6.4. Determining and Calculating Income

6.4.1. Generally the final calculation for each income or deduction source will be rounded to the nearest dollar, unless documentation from the income source provides otherwise.

6.4.2.

- (a) "Income" is defined as the anticipated total income from all sources for purposes of calculating the TTP. This includes net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member for the 12 month period following the effective date of initial determination or reexamination of income. It

does not include income that is temporary, non-recurring, or income that is specifically excluded by other federal statute.

- (b) "Annual income" is the amount of income prior to any allowable expenses or deductions, and does not include income that has been excluded by other provisions in this policy. Annual income is used to determine whether or not an Applicant is within the applicable income limits. "Adjusted Income" is defined as the Annual Income minus any allowable deductions.

6.4.3. Mandatory Deductions.

The HUD mandatory deductions from Annual Income must be applied when calculating income for program eligibility and determination of rent. The mandatory deductions are as follows:

- (a) Dependent allowance: \$480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 and older who are full-time students or who are disabled.
- (b) "Elderly" allowance: \$400 per household for families whose head or spouse is 62 or over or disabled.
- (c) Allowable medical expenses for all family members are deducted for elderly and disabled families. Medical deductions will only be allowed to the extent that the sum exceeds three percent of the annual income.
- (d) Childcare expenses for children under 13 are deducted when child care is necessary to allow an adult family member to work, actively seek work, or attend school (including vocational training).
- (e) Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

6.4.4. Training Income Exclusions.

Income from certain training programs will be excluded from calculating income for program eligibility and determining the amount of rent. A training program is defined as one with goals and objectives designed to lead to a higher level of proficiency, and one, which enhances the individual's ability to obtain employment. The training program may have performance standards to measure proficiency. Training may include, but is not limited to: (a) classroom training in a specific occupational skill; (b) on-the-job training with wages subsidized by the program; or (c) basic education.

The exclusions are as follows:

- (a) Exclusion of amounts received under training programs funded by HUD;
- (b) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program. Exclusion of amounts received from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.

6.4.4.1. For this purpose Annual Income does not include incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs.

6.4.4.2. All other amounts (such as child support and alimony) are treated in the usual manner in determining annual income. Child support, or other income that is not earnings or benefits, is not a factor and will not be considered in regard to training income exclusions, regardless of whether they have increased or decreased.

6.4.4.3. Any member of the Resident's family is eligible for the exclusion, provided the individual is enrolled in the qualifying employment-training program. If a family has members who enroll in training programs at different times, the exclusion may be taken at different periods. The rules will be applied individually to each member based on which type of program they are enrolled in.

6.4.4.4. Upon verification, Residents who are actively enrolled in a qualifying training program will have the incremental income from the training program excluded from their annual income.

6.4.4.5. A Resident who has substantially completed a training program in order to accept a job offer will be eligible for the 18-month exclusion of income. "Substantial completion" of a training program will be completion of 75% of the program. If a resident has completed that portion of the training program necessary to get a job and continues simultaneously with the training program, the 18-month exclusion period will begin on the date the resident started the new job, not the date they complete the training program. The resident is not required to get a job that is directly related to the training program to be eligible for the exclusion.

6.4.4.6. For self-employed Residents, only the net income of the resident will be excluded when factoring the earnings.

6.4.4.7. The Resident is required to notify the Owner within 10 working days of enrolling in a qualifying training program.

6.4.4.8. Residents who have a decrease in income as a result of enrolling in a training program may request an interim examination. In the event the interim examination results in a decrease in incremental income as a result of the training program, the resident's rent will be adjusted accordingly.

6.4.4.9. All training income from a HUD sponsored or funded training program, whether incremental or not, is excluded from the resident's annual income while the resident is in training. Income from a Resident Services training program, which is funded by HUD, is excluded.

6.4.5. Averaging Income. When Annual Income cannot be anticipated for a full twelve months, the Owner will annualize current income and conduct an interim reexamination if income changes. If there are bonuses or overtime, which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used. Income from the previous year may be analyzed to determine the amount to anticipate when third-party or check-stub verification is not available. If by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so that the housing payment will not change from month to month. The method used depends on the regularity, source and type of income.

6.4.6. Income Of Person Permanently Confined To or Released from Nursing Home. This household income will be handled in accordance with the HUD Multifamily Occupancy Handbook, 4350.3 REV-1, as may be amended.

6.4.7. Income Of New Family Members Added to the Lease. The Owner will process an increase in rent between regularly scheduled re-certifications when the household size increases due to the addition of an adult household member approved by the Owner. Requests for the addition of a new member of the household must be approved by the Owner, prior to the actual move-in by the proposed new member.

6.4.8. Regular Contributions And Gifts. Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment. Any contribution or gift received every 2 months or more frequently will be considered a "regular" contribution or gift, unless the amount is less than \$600.00 per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. If the family's expenses exceed their known income, the Owner will make inquiry of the family about contributions and gifts.

6.4.9. Alimony And Child Support Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment. If the amount of child support or alimony received is less than the amount awarded by the court, the HABC

must use the amount awarded by the court unless the family can verify that they are not receiving the full amount. The Owner will accept as verification that the family is receiving an amount less than the award if the Owner receives verification from the agency responsible for enforcement or collection. It is the family's responsibility to supply a certified copy of the divorce decree.

6.4.10. Lump-Sum Receipts. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets. Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments, which have accumulated due to a dispute, will be treated the same as periodic payments which are deferred due to delays in processing. In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt the Owner will always calculate retroactively to date of receipt the lump-sum payment was received, or to the date of admission, whichever is closer. The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

6.4.11. Retroactive Payments. In the event the calculation of income results in the family owing a retroactive payment, the family should make the payment in a lump sum. The Management Agent, at its option, may enter into a Repayment Agreement with the family. The amount owed by the family is a collectible debt even if the family becomes unassisted.

6.4.12. Contributions To Retirement Funds – Assets. Contributions to company retirement/pension funds are handled in accordance with the HUD Multifamily Occupancy Handbook, 4350.3 REV-1, as may be amended.

6.4.13. Assets Disposed Of For Less Than Fair Market Value. The Owner must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The Owner will count the difference between the market value and the actual payment received in calculating total assets. The difference will be included in calculating total assets for two years. Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

If the total value of assets disposed of within the two-year period is less than \$1,000.00, they will not be considered an asset.

6.4.14. Child Care Expenses. Un-reimbursed childcare expenses for children under 13 may be deducted from annual income if they enable an adult to work, actively seek work, attend school full time, or attend full-time vocational training. In the case of a child

attending private school, only before or after-hours care can be counted as childcare expenses. If a tenant is eligible for the earned income disallowance, the amount of deduction for childcare expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, the disregarded or excluded amounts cannot be used in determining the cap for the childcare expense deduction. Childcare expenses must be reasonable. Reasonable is determined by what the average child care rates are in the Development's jurisdiction. Allowing deductions for childcare expenses is based on the following guidelines:

- (a) **Childcare to work:** The maximum childcare expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.
- (b) **Amount of Expense:** The Owner will survey the local care providers in the community to determine what is reasonable. The Owner will use the collected data as a guideline. If the hourly rate materially exceeds the guideline, the Owner may calculate the allowance using the guideline.

6.4.15. Medical Expenses When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide. Nonprescription medicines, unless prescribed by a licensed medical professional, will not be considered a medical expense. Chiropractic services will be considered allowable medical expenses.

6.4.16. Proration Of Assistance For "Mixed" Families. Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members. Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995, by addition of an ineligible member are entitled to prorated assistance.

6.4.17. Prorated TTP Calculation for Mixed Families. Prorated assistance will be calculated by subtracting the Total Tenant Payment from the applicable Maximum Rent for the unit the family occupies to determine the Family Maximum Subsidy. The family's TTP will be calculated by:

- (a) dividing the family maximum subsidy by the number of persons in the family to determine member maximum subsidy.
- (b) multiplying the member maximum subsidy by the number of eligible family members to determine eligible subsidy.
- (c) subtracting the amount of eligible subsidy from the applicable maximum rent for the unit the family occupies to get the family's revised total tenant payment.

6.4.18. **Income Changes Resulting From Welfare Program Requirements.** Owner will not reduce rent for families whose welfare assistance is reduced specifically because of:

- (a) fraud; or
- (b) failure to participate in an economic self-sufficiency program; or
- (c) noncompliance with a work activities requirement.

However, Owner will reduce the rent if the welfare assistance reduction is a result of:

- (x) the expiration of a lifetime time limit on receiving benefits; or
- (y) a situation where a family member has complied with the welfare agency's economic self-sufficiency or work activities requirements but cannot or has not obtained employment; or
- (z) a situation where a family member has not complied with other welfare agency requirements.

6.4.18.1. Imputed welfare income is the amount of annual income not actually received by a family as a result of a specified welfare benefit reduction that is included in the family's income for rental contribution. Imputed welfare income is not included in annual income if the family was not an assisted resident at the time of sanction. The amount of imputed welfare income is offset by the amount of additional income a family receives that begins after the sanction was imposed. When additional income is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

6.4.18.2. Owner will obtain from the welfare agency written verification that the family's benefits have been reduced for fraud or noncompliance before denying the family's request for rent reduction.

6.4.19. **Utilities.** No applicant can be admitted nor tenant transferred to a development with resident-paid utilities unless he or she can obtain utility service. The Resident is responsible for establishing an account directly with the utility provider and paying for those individually metered utilities. The Resident's rent must be reduced by the amount of the established utility allowance. If the Resident's actual utility bill(s) exceeds the utility allowance, Resident must pay the full amount of the bill to the utility supplier. If Resident pays a flat rent, Resident is not entitled to a utility reimbursement. Failure of Resident to retain and maintain utility service is grounds for termination under the Lease.

6.5. Verification of Income.

Owner shall verify income and other information pertaining to the Resident's household in accordance with the methods set forth in this Section 6.5. A third party source should first be used to verify employment, unemployment and social security benefits.

6.5.1. Employment Income. Verification forms should be used to request that the employer specify the:

- (a) Dates of employment
- (b) Amount and frequency of pay
- (c) Date of the last pay increase
- (d) Likelihood of change of employment status and effective date of any known salary increase during the next 12 months
- (e) Estimated income from overtime, tips, bonus pay expected during next 12 months

6.5.1.1. Acceptable forms of verification include:

- (a) EIV information obtained from
- (b) Employment verification form completed by the employer.
- (c) Check stubs or earning statements that indicate the employee's gross pay, frequency of pay or year to date earnings.
- (d) W-2 forms plus income tax return forms.
- (e) Self-certification or income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.
- (f) State Wage Information Collection Agency (SWICA) means the State agency, receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information
- (g) In cases where there are questions about the validity of information provided by the family, the Management Agent will require the most recent federal income tax statements.

6.5.2. Social Security, Pensions, Supplemental Security Income (SSI), Disability Income.

Acceptable methods of verification include:

- (a) Benefit verification form completed by agency providing the benefits
- (b) Computer report electronically obtained or in hard copy.
- (c) Award or benefit notification letters prepared and signed by the providing agency.

6.5.3. Unemployment Compensation.

Acceptable methods of verification include:

- (a) Computer report electronically obtained or in hard copy, stating payment dates and amounts
- (b) Verification form completed by the unemployment compensation agency.
- (c) Payment Stubs

6.5.4. Welfare Payments or General Assistance.

Acceptable methods of verification include:

- (a) Verification form completed by payment provider.
- (b) Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.
- (c) Computer-generated Notice of Action.

6.5.5. Alimony or Child Support Payments.

Acceptable methods of verification include:

- (a) Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
- (b) A notarized letter from the person paying the support.
- (c) 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.
- (d) If payments are irregular, the family must provide a statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.

6.5.6. Net Income from a Business. In order to verify the net income from a business, the Management Agent will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months. Acceptable methods of verification include:

- (a) IRS Form 1040, including:
 - i. Schedule C (Small Business)
 - ii. Schedule E (Rental Property Income)
 - iii. Schedule F (Farm Income)

- (b) Audited or unaudited financial statement(s) of the business.
- (c) Credit report or loan application.
- (d) Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.
- (e) Family's notarized statement as to net income realized from the business during previous years.

6.5.7. Child Care Business. If a Resident is operating a licensed day care business, income will be verified in the same manner as with any other business. If the family has filed a tax return, the family will be required to provide it. The Owner will conduct interim reevaluations every 60 days and require the Resident to provide a log with the information about customers and income.

6.5.8. Recurring Gifts. The family must furnish a notarized statement that contains the following information:

- (a) The person who provides the gifts;
- (b) The value of the gifts;
- (c) The regularity (dates) of the gifts;
- (d) The purpose of the gifts.

6.5.9. Zero Income Status. Each adult (18 years of age or older) household member claiming to have no income will be required to execute forms to allow the Owner to verify that the household is not receiving any income such as unemployment benefits, SSI, or the like.

6.5.10. Full-Time Student Status. Only the first \$480 of the earned income of full time students 18 years of age or older, other than head or spouse, will be counted towards family income. Financial aid, scholarships and grants received by full time students are not counted towards family income. Verification of full time student status includes:

- (a) Written verification from the registrar's office or other school official; or
- (b) School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

The admission of Full-Time Students shall be governed by Section 42 of the Internal Revenue Code and the parties acknowledge that the Owner may deny a unit to a full time student in the event that it would cause the Owner to fail to conform with Low Income Housing Tax Credit Requirements or would cause the Project's eligible fraction for tax credit purposes to fall below 100%.

6.5.11. Verification of Income Exclusions. The Owner will attempt third party verification of income exclusions wherever possible. When third party verification of income exclusions are not possible or practical, a review of documents or notarized self-certification will be obtained.

6.5.12. Income From Assets. Residents will be allowed to self-certify the value of family's assets totaling \$5000 and less.

6.5.12.1. Savings Account Interest Income and Dividends. Verification will be done using the following:

- (a) Account statements, passbooks, certificates of deposit, or the Owner's verification forms completed by the financial institution.
- (b) Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.
- (c) IRS Form 1099 from the financial institution, provided that the Owner must adjust the information to project earnings expected for the next 12 months.

6.5.12.2. Interest Income from Mortgages or Similar Arrangements. Verification will be done using the following:

- (a) A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)
- (b) Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

6.5.12.3. Net Rental Income from Property Owned by Family. Verification will be done using the following:

- (a) IRS Form 1040 with Schedule E (Rental Income).
- (b) Copies of latest rent receipts, leases, or other documentation of rent amounts.
- (c) Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.
- (d) Lessee's written statement verifying rent payments to the family and family's notarized statement as to net income realized.

7. GUESTS

Resident is permitted to have a guest in the unit for no more than fourteen calendar days during a twelve month period. The term "guest" means a person temporarily staying in the LTA Unit with the consent of Resident or other member of the household who has express or implied authority to so consent on behalf of the Resident. A household member who is absent from the unit because he or she (a) is attending college, (b) is on military duty, or (c) is under a joint custody arrangement will not be considered a guest when he or she stays in the unit. Management may waive/extend the two week period of time solely at its own discretion, as circumstances warrant.

8. ABSENCE FROM THE UNIT FOR MEDICAL REASONS

If any family member leaves the household to enter a facility such as a hospital, nursing home or rehabilitation center, the Owner will seek advice from a reliable qualified source as to the likelihood and timing of the family member's return to the unit. If the Owner verifies that the family member will be living in a nursing home and not likely to return to the unit, the family member will be considered permanently absent. If the Owner verifies that the family member will likely return in less than 180 consecutive days, the family member will not be considered permanently absent as long as the rent and other charges remain current.

9. REMAINING MEMBER OF RESIDENT'S FAMILY

A remaining member of Resident's family is the person or persons who are listed in the lease or lease supplement as an authorized household member. A remaining member may be eligible to enter into a lease with the Owner as the new head of household. The remaining member of the resident's family must: (a) have been previously approved by the Owner/Agent to live in the unit and (b) satisfy the applicant screening criteria set forth herein. In the event the remaining family member is a minor, the Owner may approve, as an additional household member to the lease, an adult person non-member of the Resident household, who submits written documentation of a court-ordered custody or guardianship of the minor remaining family member and who satisfies the LTA eligibility criteria,

10. ADMINISTRATIVE HEARINGS

10.1. Informal Hearing for Applicants Denied Eligibility.

10.1.1. Notice of Ineligibility Determination.

Applicants who are determined ineligible will be sent a written notice promptly by Owner.

10.1.2. Content of Written Notice of Ineligibility.

The notice of ineligibility (the "Ineligibility Notice") will:

- (a) Inform the Applicant of the status of his or her application and will state the basis for the ineligibility determination;
- (b) Offer the Applicant an opportunity for an informal hearing concerning the denial of eligibility;
- (c) Specify that the Applicant must request an informal hearing within 14 working days from receipt of the notice;
- (d) Inform the Applicant of his or her right to request a reasonable accommodation in order to participate in the hearing process and provide contact information for the Applicant wishing to make such a request. Written requests for reasonable accommodations for informal hearings are preferred, but verbal requests will be accepted with a written confirmation provided back to the Applicant by the Owner. Applicants who have a disability and need a reasonable accommodation in order to participate in the informal hearing process may request a reasonable accommodation during any stage of the informal hearing process;
- (e) Inform the Applicant that a list of any witnesses or documents relied upon by the Owner will be made available to the Applicant for review prior to the informal hearing upon request. The Owner may charge Applicant the reasonable cost for reproduction of any documents requested.
- (f) Inform the Applicant that his or her attorney or advocate may attend and represent him or her at the informal hearing, to include presenting evidence to dispute determination by the Owner or evidence of mitigating circumstances, as provided in Section 4.2 hereunder. Participants, which include, but are not limited to, the Applicant, Owner and HABC may engage in appropriate and relevant conversations during the hearing;
- (g) Provide contact information for the tenant council and inform the denied Applicant that the tenant council is available to assist the Applicant with appealing a denial.

10.1.3. Scheduling the Informal Hearing.

If the Applicant requests an informal hearing, HABC will schedule an informal hearing within fourteen (14) business days of receiving the request and notify the Applicant of the place, date, and time for the hearing.

10.1.4. Hearing Officer.

Informal hearings will be conducted by an impartial hearing officer, to be designated by HABC. Audio or video recordings of the informal hearings shall be

prohibited by any participant. The person who is designated as the hearing officer cannot be the person who made the determination of ineligibility or a subordinate of that person. Housing units are not required to be held open during the period the Notice of Ineligibility is being appealed. The Owner shall wait for the appeal notice period to expire before sending denial notification to HABC for waiting list disposition purposes. Applicants shall be advised of their right to be represented by legal counsel or an advocate and present evidence to dispute the Owner's determination or evidence of mitigating circumstances.

10.1.5. Decision of Hearing Officer.

HABC will send the Applicant the written decision via first class mail within three (3) business days after the informal hearing. The written decision shall state the reasons for hearing officer's decision and the evidence provided at the hearing in support of such decision. The hearing office shall only consider evidence presented at the informal hearing in deciding whether to uphold or overturn the Notice of Ineligibility. In the event the Notice of Ineligibility is overturned by the Hearing Officer, the Applicant shall be determined eligible for the next available unit, subject to size availability.

10.2. Grievance Policy and Procedure. Grievances of the Resident shall be governed by the attached Grievance Policy and Procedure (**Exhibit 1**).

11. TRANSFERS

11.1. Owner-Initiated Transfers: The Owner will require that a Resident accept a transfer when a Resident occupies a housing unit with accessible features that are not needed for the Resident or Resident's family and a Resident or Applicant has been identified who does need the accessibility features of the unit. Failure to accept an Owner-initiated transfer will be a lease violation and may result in termination of the lease, provided that resident was provided proper notice at the beginning of the lease term that by accepting an accessible unit. The Resident may be responsible for moving costs if the unit is needed for a resident requiring an accessible unit.

Residents will be responsible for moving costs. The Owner will give the Resident 30 days' advance notice of the intended transfer. The Resident will have two (2) working days to complete the actual move and turn over possession of the vacated unit. The Resident may request, and the Owner may grant, an extension of up to three (3) working days if needed.

The Owner may require that a resident transfer because the unit is to be rehabilitated or demolished. The Owner is responsible for moving costs.

11.2 Resident Requested Transfers: A Resident must be permitted to request a transfer to another unit based upon the criteria set forth below. Valid reasons for Resident requested transfers include:

- Accessible Unit – Resident may request a unit with needed mobility or hearing/vision impaired accessibility features. If a transfer is required, the Owner is responsible for moving costs.
- Reasonable Accommodation – The Owner will provide reasonable accommodations to individuals with a disability unless the accommodation constitutes a fundamental alteration in the nature or purpose of the program or imposes an undue administrative and financial burden. Moving costs will be paid by the Owner.
- Crime Victim- Resident may request a transfer if a criminal attack, recent or ongoing, or credible threat of an imminent criminal attack against the resident, or member of the resident's household, has destroyed the family's peaceful enjoyment of the unit. Resident will be responsible for moving costs.
- A unit becomes uninhabitable through no fault of the resident. Moving costs will be paid by the Owner.

Except in the case of a transfer due an emergency, including the bases being the Violence Against Women Act, victim of a crime, or an uninhabitable unit, Resident must be current with all rental payments and charges due under the lease to receive approval for a Resident - requested transfer. A Resident may refuse unit transfer offers for good cause. After rejecting 3 offers, the Resident is withdrawn from the transfer waiting list, which will be administered by HABC. A Resident whose transfer is mandatory and who refuses to transfer is subject to lease termination. A Resident may file for a grievance under the Grievance Procedure if the transfer is denied or in the case of a mandatory transfer, the Resident disputes the basis for requiring the transfer.

11.3 Transfer to HABC Conventional Public Housing: In addition to the bases set forth in this Section 11, a Resident may be eligible to transfer to a suitable HABC conventional or mixed finance public housing unit, or other HABC long term affordable for the following reasons:

- To abate dangerous and/or substandard conditions within the unit that cannot otherwise be addressed.
- To abate emergency life-threatening living conditions caused by third party criminal activity.
- To accommodate verified physical conditions caused by long-term illness and/or disability (such as the ability to live closer to a required medical treatment center).
- To accommodate resident families that are determined to be over- or under-housed by virtue of family size.
- To permit the rehabilitation of the resident's unit.
- To offer standard alternative accommodations when repairs to the unit cannot be made within a reasonable time.

HABC will always consider a request to transfer as a reasonable accommodation for a person with a disability. (See verification requirements in Section 14.) [For reasonable

accommodation transfers, HABC is responsible for moving costs. A reasonable accommodation transfer may be from a PBRA Unit to a public housing unit, or from a public housing unit to a PBRA Unit from HABC's reasonable accommodation transfer waiting list. Residents who apply for a transfer to public housing, per this Section, shall be placed on the reasonable accommodation public housing transfer waiting list based upon the date and time of filing of resident's application for reasonable accommodation.

Generally, it is preferred that transfer requests be initiated in writing. (See verification requirements in Section 14.) A reasonable accommodation request for transfer can be made orally or in writing. The Owner or HABC must give appropriate consideration to reasonable accommodation requests even if the requester makes the request orally or does not use the preferred forms or procedures for making such requests. In the event of an oral request, the Owner and Management Agent or HABC shall document the request to create a written record of the request. Except in the case of a transfer due an emergency, including the bases being the Violence Against Women Act, victim of a crime, or an uninhabitable unit, in order to be eligible for a transfer must be in good standing with HABC and the Owner at the time of the transfer.

12. LEASE REQUIREMENTS

12.1. The leasing requirements and lease terms must comply with the provisions set forth in the HUD Model Lease for Subsidized Programs (Form HUD-90105a) and 24 CFR 966, subpart A, as approved by HUD. Notwithstanding this provision, the requirements for security deposits shall comply with Section 3 hereunder, and redetermination of rent shall comply with Section 6 hereunder.

12.2. Lease Termination

-By Owner: The lease is automatically renewable for a 12-month period. Leases can only be terminated for serious or repeated violation of material terms of the lease or other good cause consistent with the requirements of 24 CFR 966.

-By Resident: The Resident may terminate the lease by providing the Agent 30-days notice, which is effective on the last day of a month.

12.2.1. Notice of Lease Termination

The notice of lease termination to the Resident shall state specific grounds for termination, and shall inform the Resident of the Resident's right to make such reply as the Resident may wish.

(a) When the Owner is required to afford the Resident the opportunity for a grievance hearing, the notice shall also:

- 1 Inform the Resident of the Resident's right to request a hearing in accordance with the Grievance Procedure (Exhibit 1);

- 2 Specify the judicial eviction procedure to be used by the Owner for eviction of the Resident, and state that HUD has determined that this eviction procedure provides the opportunity for a court hearing that contains the basic elements of due process as defined in HUD regulations; and
- 3 State whether the eviction is for criminal activity or for drug related criminal activity.

(b) When the Owner is not required to afford the Resident the opportunity for hearing under the Grievance Procedure, the notice of lease termination shall:

- (1) State that the Resident is not entitled to a grievance hearing on the termination;
- (2) Specify the judicial eviction procedure to be used by the Management Agent for eviction of the Resident, and state that HUD has determined that this eviction procedure provides the opportunity for a court hearing that contains the basic elements of due process as defined in HUD regulations; and
- (3) State whether the eviction is for criminal activity or for drug-related criminal activity.

13. THE VIOLENCE AGAINST WOMEN ACT (VAWA)

VAWA protects applicants, tenants and immediate family members of tenants who are victims of domestic violence, dating violence, or stalking from being denied, evicted or terminated from housing assistance based solely on criminal acts of domestic violence against them. Criminal acts of domestic violence against the victim shall not be considered "serious or repeated lease violations" or "criminal activity" that are grounds for termination of the lease or denial of housing assistance.

14. REASONABLE ACCOMMODATION POLICY

The Reasonable Accommodation policy is designed to provide persons with disabilities reasonable physical accommodations and reasonable modifications of policies and procedures upon request, so that they may fully access and utilize the housing program and related services. Written information regarding this policy and the procedures for making a request for a reasonable accommodation shall be posted and made available at Owner offices and, if different, at the Management office on the property. This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of services as those who do not have disabilities. Situations in which this policy applies include, but are not limited to, when a family initiates contact with the Owner, when the

Owner initiates contact with a family including when a family applies, and when the Owner schedules or reschedules appointments of any kind.

The Owner must use and apply HABC's Reasonable Accommodation Policy and Procedures and HABC's Reasonable Accommodation Operating Order, which includes HABC's Immediate Needs Plan.

To be eligible for a reasonable accommodation, a person must have a disability. A person requesting an accommodation due to a disability should submit a Request for Reasonable Accommodation Form (the Request Form). The Request Form will be available in an alternative format to accommodate those needing such a format in order to submit the request. However, a reasonable accommodation request may also be made orally or in another equally effective means of communication. The Owner must give appropriate consideration to reasonable accommodation requests even if the requester makes the request orally or does not use the Owner's preferred forms or procedures for making such requests. The Owner will acknowledge receipt of the request within twenty (20) business days of receiving the request and, within this time period, the Owner may request additional information or documentation needed in order to make a decision regarding the request. The Owner is entitled to obtain only information that is necessary to evaluate the requested accommodation if it is necessary because of a disability, in accordance with the verification provision below in this section.

The Owner must grant the reasonable accommodation request unless it would impose an undue financial and administrative burden on the Owner or it would fundamentally alter the nature of the RAD project. The decision will be communicated in writing or, if required because of the requestor's disability, in an alternative format. If the Owner will be unable to make a decision within thirty (30) business days, it will advise the requestor in writing with the reason(s) for the delay. If the Owner finds that the requested accommodation would result in a fundamental alteration in the nature of its housing programs or activities, or in undue financial and administrative burdens, the Owner may deny the request and/or present an alternate accommodation that will meet the need of the requestor. If the Owner refuses a requested accommodation because it is not reasonable, the Owner must discuss with the requestor through an interactive process whether there is an alternative accommodation that would effectively address the requester's disability-related needs and is reasonable, the Owner must grant the accommodation. Notwithstanding any of the foregoing to the contrary, any denial of a reasonable accommodation or recommendation for an alternative accommodation must be issued by HABC's Associate Executive Director of Fair Housing and Equal Opportunity Enforcement or the Deputy Executive Director. As such, Owner must notify HABC if it believes a denial or alternative accommodation may be necessary and request HABC's review and decision regarding the reasonable accommodation request.

During the interactive process, the Owner (or Owner's agent) and the requester discuss the requester's disability-related need for the requested accommodation and possible alternative accommodations. This process can be especially helpful because it often results in an effective accommodation for the requester that does not pose an undue financial and administrative burden for the Owner. There may be instances when the Owner believes that, while the accommodation requested by an individual is reasonable, there is an alternative accommodation that would be equally effective in meeting the individual's disability-related needs. In such a circumstance, the

Owner should discuss with the individual if he or she is willing to accept the alternative accommodation. The Owner should be aware that persons with disabilities typically have the most accurate knowledge about the functional limitations posed by their disability. The individual is not obligated to accept an alternative accommodation suggested by the Owner if he or she believes it will not meet his or her needs and his or her preferred accommodation is reasonable. A failure to reach an agreement on an accommodation request is in effect a decision by the Owner not to grant the requested accommodation. For more guidance on the interactive process, see HUD and the Department of Justice's joint statement on reasonable accommodations for a description of the interactive process: <http://www.hud.gov/offices/fheo/library/huddojstatement.pdf>.

The Owner may make reasonable accommodations through such means as reassignment of services to accessible buildings, alteration of existing facilities and construction of new facilities, or any other methods that result in making its programs or activities readily accessible to and usable by individuals with disabilities.

The Owner is not required to make structural changes in existing housing facilities where other methods are effective in achieving compliance or to provide supportive services that are not part of the program.

Verification of Disability

The Owner may verify a requestor's disability only to the extent necessary to ensure that the requestor is qualified for the housing for which he or she had applied, is qualified for deductions used in determining adjusted income, is entitled to preferences that have been claimed. For reasonable accommodation requests, the Owner or HABC may only request additional information about either the requester's disability or disability-related need for the accommodation if either is not known or readily apparent to the Owner or HABC. The Owner will not require applicants to provide access to confidential medical records in order to verify a disability and will not require specific details about the disability. The Owner may require documentation of the manifestation of the disability that causes a specific need for a specific accommodation or accessible unit if the manifestation of the disability is not known or readily apparent to the Owner or HABC.

Recertification by Mail

The Owner will permit the family to submit annual and/or interim recertification forms through the mail, when the Owner has determined that the request is necessary as a reasonable accommodation.

The mail-in packet will include notice to the family of the deadline for returning the completed forms to the Owner.

If there is more than one adult member in the household, but only one is disabled, re-certification can be processed through the mail or the family may choose to have the re-certification conducted by a home visit or to have the non-disabled adult family members come in for the

appointment and then take the necessary forms home to the member with a disability for completion and signature.

Home Visits

When requested and where the need for reasonable accommodation has been established, home visits to residents will be done to conduct annual and/or interim re-certifications.

Requests for home visit re-certifications must be received by the Owner at least five working days before the scheduled appointment date in order for the request to be considered.

15. FAIR HOUSING POLICY

It is the policy of the Owner to comply fully with all Federal, State, and local nondiscrimination and equal opportunity laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

Owner shall not deny any family or individual the equal opportunity to apply for or receive assistance under the housing assistance programs at the RAD Site on the basis of race, color, sex, religion, national origin, ancestry, age, familial status, marital status, or disability or sexual orientation.

16. TRANSLATION OF DOCUMENTS

Consideration will be given as to whether documents which are written in English and are relevant to the Resident's tenancy will be translated into other languages. The decision to translate such documents will be based on the following factors:

- The number of Residents who do not speak English and who do speak the other language;
- The estimated cost per Resident of translation of the English written documents into the other language;
- The availability of translation services for non-English speaking Residents.

17. LANGUAGE ASSISTANCE

Readers will be provided to assist Residents with literacy barriers in completing documents relating to their tenancy.

18. AVAILABILITY OF DOCUMENTS

A copy of each of the following documents will either be posted in a conspicuous location at the management office for the site or will be provided to the Resident:

- The LTA Criteria;

- Schedule of maintenance charges;
- Dwelling Lease;
- Grievance Policy and Procedure;
- Fair Housing poster;
- Equal Opportunity in Employment poster;
- Required public notices;
- Schedule of Utility Allowance, as applicable;
- Information on eviction for drug-related and other criminal activity

19. RESIDENT PARTICIPATION

Residents are authorized to participate in all activities set forth in 24 CFR Part 245.

All residents in PBRA Units are eligible to participate in tenant council activities and also eligible to serve on the Resident Advisory Board and serve as commissioners at HABC. The Owner has budgeted in its initial operating budget the sum of twenty-five (\$25.00) per occupied PBRA Unit annually for permitted resident participation activities.

20. COMPLIANCE WITH APPLICABLE LAWS

This LTA Criteria shall not violate State or Federal law. In the event the admissions and leasing criteria are deemed to be in violation of either State or Federal law, or both, and in the event that a waiver of any such law cannot be obtained, they shall be amended to ensure that said violations are cured and that they remain in compliance with applicable law.

EXHIBIT 1
**LONG TERM AFFORDABLE
RESIDENT GRIEVANCE POLICY AND
APPEALS PROCEDURE**

I. PURPOSE

This Long Term Affordable Resident Grievance Policy and Appeals Procedure (the “**Grievance Procedure**”) is established to assure that Residents of the PBRA Units are afforded an opportunity for a fair hearing if the Resident disputes (i) an action or failure to act by the Owner involving the Resident's lease, or (ii) the Owner's regulations which adversely affect the Resident's rights, duties, welfare or status. Neither housing assistance nor tenancy shall be terminated until such time as the grievance process has been completed. This Grievance Procedure shall be incorporated by reference into the dwelling lease.

II. APPLICABILITY AND DEFINITIONS

1. This Grievance Procedure shall be applicable to all resident grievances, except the following:
 - A. Refusal to pay rent when due, unless the amount of rent charged is in dispute;
 - B. Disputes between Residents not involving Owner or Management Agent;
 - C. Class grievances;
 - D. Any criminal activity that threatens the health, safety or the right to peaceful enjoyment of the premises of other residents or employees of the Owner or Management Agent;
 - E. Any violent or drug related criminal activity on or off the premises of other residents or employees of the Management Agent;
 - F. Any criminal activity that resulted in felony conviction of a household member; or
 - G. Any lease termination due to the occupancy of person subject to a sex offender lifetime registration requirement.
2. Maryland law requires that Residents be given the opportunity for a court hearing before eviction from a dwelling unit. Thus, where the Grievance Procedure does

not apply, the Management Agent or Owner is still required to use proper judicial process.

3. The following definitions are applicable to this Grievance Procedure:
 - A. Class Grievance: Any grievance in which the decision on an individual grievance would be, as a practical matter, dispositive of the interests of other Residents.
 - B. Complainant: Any resident, as defined in below, who presents to the Management Agent a grievance in accordance with the procedures set forth herein.
 - C. Grievance: Any dispute that a Resident may have with respect to the Management Agent's action or failure to act in accordance with the individual Resident's lease or regulations which adversely affect the individual Resident's rights, duties, welfare or status, including any dispute about the amount of rent that is charged. The definition of "grievance" does not include the matters set forth in Section II.1. A through G above.
 - D. Resident: The adult person (or persons, other than a live-in aide, as defined in the lease): (1) who resides in the unit, and who executed the lease with the landlord of the dwelling unit, or (2) if no such person now resides in the unit, the person who resides in the unit, and is the remaining head of household of the Resident family residing in the dwelling unit.

III. INFORMAL DISCUSSION OF GRIEVANCE

As much as possible should be left to the mutual efforts of Management Agent or the Owner and Resident, with both parties attempting to resolve all complaints as quickly and justly as possible. However, the Resident may present a grievance for any complaint which cannot be resolved by such methods, and the following procedure will apply in grievances based on lease termination notices that are subject to the grievance policy. For all non-lease termination grievances, the time periods for the informal discussion and formal grievance hearing shall be as follows:

- A. The Complainant shall, either orally or in writing, present a description of the grievance to the Management Agent Office within twenty (20) working days after the Management Agent's action or failure to act, giving rise to the grievance, so that the grievance may be discussed informally and settled without a formal hearing (the "Informal Discussion"). Forms for requesting an Informal Discussion or formal grievance hearing shall be available from the Management Agent or Owner. Use of the request form is optional.

- B. The Resident shall receive a receipt upon presentation of the grievance stating the date of filing and the nature of his/her grievance, and a copy will be retained in the Management Office's Resident file.
- C. The Management Agent or Owner, in concert with the Complainant, will establish a mutually agreeable date, time and place for the Informal Discussion.
- D. The Management Agent or Owner shall mail to the Resident within three (3) working days after the meeting, a summary of the Informal Discussion and his/her decision regarding the proposed disposition of the complaint and the specific reason thereof ("Summary Decision"). The Summary Decision shall specify the procedures by which a hearing may be obtained if the Complainant is not satisfied.

IV. PROCEDURE TO OBTAIN A HEARING

- A. Request for Hearing: If the Complainant is not satisfied with the results of the Informal Discussion, the Complainant shall submit a written request for a hearing to the Management Agent or Owner, no later than ten (10) working days after the date Complainant receives the Summary Decision, pursuant to Section III above. The written request shall specify: (1) the reasons for grievance; and (2) the action of relief sought.
- B. Hearing Prerequisite: All grievances shall be presented either orally or in writing pursuant to the procedures prescribed in Section III. above as a condition precedent to a hearing, unless the Complainant obtains a waiver of this prerequisite from a Hearing Panel.
- C. Waiver of the Hearing Prerequisite:

In order to request a waiver of the hearing prerequisite, the Complainant must show good cause for failing to request and proceed with an Informal Discussion, and shall comply with the following:

1. Within three (3) working days after the deadline for presenting a grievance in accordance with the procedures for an Informal Discussion the Complainant shall submit to the Management Office a request for a waiver of this hearing prerequisite.
2. A hearing will be convened before a Hearing Panel in order to decide whether the hearing waiver request will be granted.
3. The Complainant shall appear before the Hearing Panel to show why he or she failed to proceed within the time period for the Informal Discussion.

4. If the Hearing Panel decides the Complainant has shown good cause for his or her failure to proceed within the time period for the Informal Discussion, the Hearing Panel may grant the waiver.
 5. If the Informal Discussion prerequisite is waived, the Hearing Panel will immediately set a date for a hearing concerning the Complainant's grievance.
- D. Failure to Make a Timely Request for a Hearing: If the Complainant does not make a request for a hearing within five (5) working days after receipt of the Summary Discussion, Management Agent's or Owner's disposition of the grievance shall become final. Failure to request a hearing shall not constitute a waiver by the Complainant of his or her right thereafter to contest Owner's action in disposing of the complaint in an appropriate judicial proceeding.
- E. Escrow Deposit: In any grievance involving the amount of rent or any part thereof, as defined in the lease, which the Management Agent or Owner claims is due under the lease, and which has not been paid, the Complainant shall pay to Management Agent or Owner at the time the Complainant files his or her request for a formal hearing, an amount at least equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The Complainant shall thereafter pay the same amount of the monthly rent to the Management Agent or Owner, and the Management Agent or Owner shall deposit the monies in an escrow account until the grievance is resolved by decision of the Hearing Panel. Following this decision, any amount due the Complainant from the escrow deposits shall be returned in full to him or her within 30 days.
- These requirements for escrow deposit must be waived by Management Agent or Owner:
1. in the event Management Agent or Owner determines, upon request by the Complainant, that the Complainant is unable to pay the escrow deposit because of a financial hardship in accordance with the requirements under the lease, or
 2. for the portion of the Complainant's rent attributable to the imputed welfare income.
- Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure, provided that failure to make payment shall not constitute a waiver of any right the Complainant may have to contest Management Agent's or Owner's disposition of his or her grievance in an appropriate judicial proceeding.
- F. Scheduling of Hearings: Upon Complainant's compliance with all applicable procedures or waiver, the formal grievance hearing will be scheduled within five (5)

working days of the Complainant's request. The hearing will be held before a Hearing Panel. A written notification shall be delivered by hand or by regular mail, specifying time, the place and the procedure governing the hearing, to the Complainant, the Management Agent or Owner, and the members of the Hearing Panel.

V. SELECTION OF HEARING PANEL

- A. The grievance shall be presented before a Hearing Panel consisting of five (5) voting persons and a Secretary (who is non-voting) for record keeping purposes who will be provided by the Management Agent or the Owner or HABC. If the Resident Council at the RAD Site is part of the Resident Advisory Board ("RAB"), then RAB will select two (2) panel members. If the Resident Council is not a part of RAB, two residents from a different RAD Site or a HABC public housing development will be selected as panel members. The Management Agent or the Owner and/or HABC will select two (2) panel members. Additionally, one (1) impartial member will be selected from a list of names previously compiled by HABC. The Hearing Panel shall not include any of the following persons:
1. Any relatives of the Complainant or Management Agent or the Owner;
 2. Any person from the Complainant's development;
 3. Any person whose duties, responsibilities or knowledge involve the grievance at issue; and
 4. Any person whose duties, responsibilities or knowledge involve the operation of the development.

VI. PROCEDURES GOVERNING THE HEARING

- A. If the hearing is held before a Hearing Panel, three members, including the impartial member, shall constitute a quorum for the hearing. The impartial member shall act as moderator at the hearing. His or her responsibilities will include coordinating all activities associated with the hearing, such as calling witnesses and maintaining order, and generally insuring that the hearing is conducted in a fair and orderly manner.
- B. The Complainant shall be afforded a fair hearing providing the basic safeguards of due process, which shall include:
1. The opportunity to examine before the hearing any HABC documents and to copy all documents, records and regulations of Management Agent or Owner, that are relevant to the hearing. Any document relevant to the hearing which Management Agent or Owner does not make available after request thereof by the Complainant, may not be relied on by Management Agent or Owner at the hearing. The copying of documents, which Management Agent or Owner intends to use in responding to the grievance,

shall be done at the expense of Management Agent or Owner. All other documents shall be copied at the expense of the Complainant.

2. The right to be represented by Counsel or other person chosen by the Complainant as his or her representative.
 3. The right to a private hearing (which includes only the Hearing Panel members, the Complainant, the Housing Manager, the Panel Secretary, Counsel or representative from both sides and witnesses) unless the Complainant requests a public hearing.
 4. The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by Management Agent or Owner, and to confront and cross examine all witnesses upon whose testimony or information Management Agent or Owner relies.
 5. The right to a decision based solely and exclusively upon the facts presented at the hearing.
 6. The Hearing Panel shall hear each case and judge it on its own merit.
- C. The Management Agent or Owner and Complainant shall exchange a listing of witnesses that each intends to call upon at the hearing.
- D. If the Complainant or Management Agent or Owner fails to appear at a scheduled hearing, the Hearing Panel may make a determination to postpone the hearing, or may make a determination that the party has waived the right to a hearing. Both the Complainant and Management Agent or Owner shall be notified of the determination by the Hearing Panel, provided that a determination that the Complainant has waived the right to a hearing shall not constitute a waiver of any right the Complainant may have to contest disposition of the grievance by Management Agent or Owner in an appropriate judicial proceeding.
- E. At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and thereafter Management Agent or Owner must sustain the burden of justifying Management Agent or Owner's action or failure to act against which the complaint is directed.
- F. The hearing shall be conducted informally by the Hearing Panel, and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. Failure to comply with the directions of the moderator of the Hearing Panel for order may result in exclusion from the proceedings.
- G. Upon request of either or both parties, the hearing shall be recorded. The Complainant or Management Agent or Owner may arrange, in advance and at the

expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

VII. DECISION OF THE HEARING PANEL

- A. The Hearing Panel shall prepare a written decision, together with the reasons thereof, within three working days after the hearing. A copy of this decision shall be sent to the Complainant, and the Management Agent or Owner. The Management Agent or Owner shall retain a copy of the decision in the Resident's folder in the Management Office. A copy of such decision, with all names and other personal identifying references deleted, shall also be maintained on file by Management and made available for inspection or purchase by a prospective Complainant, his representative, and the Hearing Panel. The decision of the Hearing Panel constitutes the decision of the Owner.
- B. If the grievance is in reference to monies due under the tenancy, and or Hearing Panel rules in favor of Management Agent or Owner, a written agreement will be made between the Complainant and the Management Agent or Owner for payment of the amount due and the schedule for payment.
- C. The decision of the Hearing Panel shall be binding on Management Agent or Owner, which shall take all action, or refrain from any action necessary to carry out the decision, unless the decision of the Hearing Panel is contrary to applicable Federal, State or local law or applicable regulations, or the HABC Moving to Work Agreement and Annual Plan.
- D. A decision by the Hearing Panel denying the relief requested by the Complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the Complainant may have in any judicial proceedings, which may thereafter be brought in the matter.

VIII. NOTICE TO VACATE AND EVICTION ACTIONS

If the Complainant's grievance hearing was due to a complaint concerning a notice of lease termination, and the Hearing Panel upholds Management Agent or Owner's action to terminate the tenancy, Management Agent or Owner shall issue to the Resident a Notice to Vacate prior to commencing an eviction action. The Notice to Vacate shall not be issued prior to the Hearing Panel's decision having been delivered by hand or by regular mail to the Complainant. Such Notice to Vacate must be in writing and specify that if the Resident fails to quit the premises within the applicable statutory period, or by the termination date stated in the notice of termination, whichever is later, appropriate action for eviction will be brought against him/her and he/she may be required to pay court costs, and attorney's fees if the Management Agent or Owner prevails in the eviction action.

IX. ACCOMMODATIONS

Upon notification made by the Resident (a) upon the Resident's request for an informal grievance, and (b) upon the Resident's request for a formal grievance, the Management Agent or Owner will provide reasonable and accessible accommodations for residents with qualified disabilities and ensure that communication is as effective as that provided to individuals without disabilities. Moreover, the Management Agent or Owner shall take appropriate steps to ensure that communications with participants with disabilities are as effective as communications with others, which may include, but not be limited to, enlarged print, a signer, audio communication, Braille, or a reader.

X. TIME PERIODS

In computing time periods set forth herein, Saturdays, Sundays and holidays observed by the Management Agent or Owner shall not be included.

LONG TERM AFFORDABLE UNITS

PET POLICY

APPLICABILITY

This Pet Policy and any amendments thereto, shall apply to all Residents of the LTA Units. This Pet Policy, as it may be amended from time to time, shall be incorporated into and made a part of the Resident's lease..

Exclusion from Applicability. This Pet Policy does not apply to animals that assist, support, or provide service to persons with disabilities. The Management Agent or Owner shall not apply nor enforce this Pet Policy against animals that are necessary as a reasonable accommodation to assist, support, or provide service to persons with disabilities. This exclusion applies to such animals that reside at and visit the Development.

DEFINITIONS.

The term "**Pet**" is defined as a domesticated small animal limited to dogs, cats, gerbils, hamsters, guinea pigs, birds, (parakeet, canary, finches, cockatoo, small parrot) and fish. **The following breeds are excluded from the definition of Pet, and shall be expressly prohibited from being kept, owned or harbored in, on or about the Premises (as that term is defined in the Lease) by any Resident or any member of the Resident's household: PIT BULLS, ROTTWEILERS, CHOW-CHOWS, BULL MASTIFFS, DOBERMAN PINSCHERS, AND ANY CROSS-BREED THEREOF, AND ANY WOLF OR PART WOLF.**

REQUIREMENTS

1. **Number Limitations** - No more than one domesticated Pet, and/or one 20-gallon tank of fish will be kept in a Unit. Heads of household shall be responsible for their Pet. The Resident must maintain the Pet responsibly and in accordance with applicable State and local public health, animal control, and animal anti-cruelty laws and regulations.
2. **Size of Pet** - Dogs or cats or others defined in paragraph 1 shall weigh no more than twenty (25) pounds at maturity. Fish are limited to a single bowl or steel framed glass fish tank having a capacity of not more than twenty (20) gallons. Birds can be no larger than one (1) pound.
3. **Resident's Health** - A Pet owner must be physically and mentally capable of taking care of the Pet.

4. **Pet Security Deposit** - A refundable Pet security deposit of twenty-five dollars (\$25.00) shall be required for each Pet. The Pet security deposit can be paid over a three (3) month consecutive period, and will be held and applied in the manner required for applicable security deposits under Maryland law. IF THE SECURITY DEPOSIT IS NOT NEEDED TO REPAIR DAMAGE TO THE UNIT CAUSED BY THE PET, THE PET SECURITY DEPOSIT WILL BE RETURNED WITHIN 45 DAYS OF MOVE-OUT OR IF A PET IS REMOVED BEFORE RESIDENT MOVES FROM THE DWELLING UNIT, WITHIN 45 DAYS OF PET REMOVAL.
5. Upon move-out or Pet removal the cost to de-flea, deodorize, and clean the carpet and/or floor tile will be deducted from the Pet security deposit if deemed necessary by Management. The Dwelling Unit will be inspected and the remainder of the Pet security deposit will be refunded, if the Dwelling Unit is free of damage. The move-out inspection will be performed by the Resident and Management.

The Pet security deposit may only be applied to damages caused by the Pet.

6. **Hold Harmless** – The Management Agent or Owner shall not be responsible for any actions or injuries or damages caused by the Resident's Pet. A Pet is the sole responsibility of the Resident.
7. **Vaccinations** – Every Pet, if required by law, must wear a current City Animal license and be vaccinated. Resident must submit registration papers to the Management Office. A copy of the Pet's (dog or cat) current inoculation and treatment is to be furnished and verified annually by a licensed veterinarian which must indicate dates of most recent shots and treatment against disease and parasites as follows:
 - (a) Dogs – rabies, parvo-virus, para-influenza, distemper, hepatitis, leptospirosis (D.H.L.), hookworm, heartworm, roundworm, tapeworm, and other internal and other parasites, fleas, ticks and other external parasites and other diseases of the skin including eczemas.
 - (b) Cats – rabies, rhinotracheitis, calici virus, pnemonitis, tapeworms, hookworms, heartworms, and other internal parasites, fleas, lice, ticks and other external parasites.

Female cats and dogs over six months of age must be spayed and males over eight months must be neutered, unless a licensed veterinarian gives medical reasons why such is detrimental to the Pet's health.

8. **Housekeeping** – The Unit must be kept free of odors and maintained in a clean and sanitary condition. Cats must be litter box trained and dogs must be able to exercise outside the Dwelling Unit. Litter boxes must be changed a minimum of once a week and scooped once a day. Kitty litter is to be bagged securely in a heavy plastic trash bag, tied, and disposed of in an approved trash receptacle.

- (a) Birds must be maintained in a cage and never allowed to fly free within the Dwelling Unit.
 - (b) Dog and cat bedding and the Dwelling Unit are to be kept free of and treated regularly on an ongoing basis against infestations by fleas, ticks, lice, pet worms, mites, and other parasites. If infestation of any such parasites or vermin occur which shall be determined by Management to have occurred due to inattentive care by the Pet owner, and/or if such infestation shall spread to other Dwelling Units, Management shall have the right to eradicate in all affected areas at Pets owner's expense.
 - (c) Pet owners must control excessive noise and odor caused by their Pets.
9. **Pet Control in Public Area** – Pets must be on a leash outside of the Dwelling Unit and in all public areas. Under no circumstances may any Pet of any kind be taken into, or permitted to be in, the recreation/community rooms, or any other “common” room.
10. **Waste Control** – Pet owners shall be responsible for immediate clean up of Pet feces in accordance with applicable law. Resident must insure that their yard is kept clear of Pet feces. Resident will not place any animal fecal waste, kitty litter, etc., or other articles in the sinks, plumbing fixtures or on the grounds. Residents must place all Pet waste in a heavy plastic trash bag, tied and disposed of in an approved trash receptacle. If a toilet has to be unclogged or a sink unstopped because of animal waste, kitty litter, and/or stones from a fish bowl, the Resident will pay all associated cost.
11. **Nuisance** – If, in the judgment of Management, any Pet becomes a threat to the safety and comfort or quiet enjoyment of the Premises to any other Resident, employee, or visitor to the Premises, or if such Pet causes substantial damage to any part of the building or grounds or the furnishings and fixtures thereof, then, upon the written request of Management, such Pet shall be permanently removed from the Premises by the Pet's owner within five (5) days.

If the Resident files a grievance the Pet shall be allowed to remain until the grievance process is exhausted. In the case of a Pet biting a person, the Pet must be immediately removed to an area for surveillance for a period designated by a Health Officer and must then be examined by a licensed Veterinarian. Animal bites must also be reported to the local Health Department and/or the Police. A bite victim or parent of a child bitten by an animal can swear out a complaint against the owner of the Pet at the nearest district court. Refusal by the Pet owner to abide by Management Agent's or Owner's request for a Pet's removal may result in termination of residency.

12. **Complaints/Problems** – Any and all complaints about Pets will not be considered valid (or heard) unless they are in writing, dated and signed by the person(s) making the complaint. Management Agent or Owner will review complaints and/or problems concerning a Pet/Pet owner. Management Agent or Owner will notify in writing the Pet owner of the complaint and the Resident will have 24 hours to answer the complaint.

Two or more legitimate complaints will mean the Pet must be removed unless the Pet owner initiates a grievance procedure. Failure to comply may result in termination of residency.

13. **Resident's Absence** – No dog or cat shall be left alone in any Unit over twenty-four (24) hours. Any Resident who is away twenty-four (24) hours or longer for any reason must make arrangements for such Pet to be kept elsewhere during his/her absence.
14. **Responsibility for Pet in an Emergency** – The Pet owner shall file with the Management an affidavit of agreement signed by one (1) person who is not a Resident of the Unit who will assume immediate responsibility for the Pet in case of an emergency or in case the Pet owner becomes unable to provide proper care for the Pet. In addition, the Pet owner shall file with Management Agent or Owner an affidavit authorizing Management Agent or Owner to have the Pet removed in the event that the Pet owner cannot care for the Pet and the responsible party cannot be reached. Management Agent or Owner will contact the SPCA or an appropriate authority for removal of the Pet in such event
15. **Fire Emergency** – When a fire alarm or smoke detector sounds, Pets are to be placed in the bathroom and the door is to be closed. If evacuation is necessary the fire department will be responsible for the evacuation of Residents first, and then the Pet.
16. **Subsequent Agreements** – If a Resident has an approved Pet and that Pet is disposed of, the Resident must notify Management Agent or Owner. The Resident and Management Agent or Owner will perform an inspection of the apartment. The Pet security deposit will be used towards any damages and the balance, if any, of the Pet security deposit will be returned to the Resident within 45 days. If the Resident determines they want a new Pet, the Pet must be registered with the Management Office and a new Pet security deposit must be collected in accordance with the Pet Policy.
17. **Resident's Signature** – All Residents, whether desiring a Pet or not, must sign this Attachment to the Lease, thereby acknowledging agreement and acceptance of the Pet Policy. Those Residents desiring a Pet will have to meet all requirements listed in this Attachment and sign the "Application for Pets" including Section 3 which includes the "Co-Responsibility" section for a non-Resident friend or relative to sign.
18. The Management Agent or Owner reserves the right to rescind or change any of the foregoing rules to make such rules and regulations as may be deemed necessary for the safety, care and cleanliness of the Premises, and for the security, comfort and convenience of all Residents. Any changes deemed necessary by the Management Agent or Owner will be made in compliance with the Lease.
19. This Pet Policy is made a part of the HABC Dwelling Lease and any violation of the terms and conditions contained herein, will be considered a breach of the Lease. If any Court declares a particular provision of this Pet Policy to be invalid or illegal, all other terms of this Pet Policy will remain in effect, and both the Management Agent or Owner

and the Resident will continue to be bound by all valid, legitimate terms of the Pet Policy.

AGREED AND ACCEPTED BY RESIDENT(S):

DATE:

ADDRESS: _____

**MANAGEMENT AGENT'S
SIGNATURE:** _____

DATE: _____

APPENDIX A:

APPLICATION FOR PETS

APPLICATION FOR PETS

Date: _____

SECTION I

I, _____ and _____
 Resident(s) of _____, living at _____ verify
 I have received, reviewed, understand and accept the Pet Policy Regarding Pets Admittance and
 Ownership at _____. I am also aware that the Pet Policy is an
 official part of my Lease, and that I am to abide by all its terms.

Resident Signature:

Date:

SECTION II

Pet Description: Type: _____ Sex: _____

Weight: _____ Age: _____ Name: _____

Color and Markings: _____

Pet Security Deposit Required: _____ Pet Security Deposit Paid: _____

Veterinarian's Name: _____

Address: _____

Telephone Number: _____

SECTION III

I, _____, (non Resident) relative /friend (circle one) of

Resident _____,
(Resident's Name)

live at _____, and I agree
(Non-Resident's Address)

to accept full responsibility of the Pet listed above in the event the said Resident is unable to care for the Pet in any twenty-four hour period.

Print Name: _____

Date: _____

Signed: _____

Date: _____

Telephone Number: _____

Resident Signature: _____

Date: _____

Telephone Number: _____

Management Agent's Signature: _____

Date: _____

SECTION IV

I, _____

(Name of Management Agent or Owner)

Management Agent or Owner, permit the ownership by Resident of the Pet described as

at the following address: _____

Management Agent or Owner's Signature: _____

Date: _____

RESIDENT LEASE AGREEMENT

I hereby acknowledge my right as a Resident to keep a household Pet as defined in paragraph 1 of the Pet Policy.

I agree to comply with this Pet Policy (an Attachment to the Lease) with the understanding that violation of this Pet Policy may be grounds for Pet removal or termination of tenancy.

MANAGEMENT AGENT: _____ **RESIDENT:** _____

By: _____

RESIDENT: _____

Title: _____

Date: _____

Date: _____

Exhibit 6

Bailey v. Housing Authority of Baltimore City, 02-CV-225

United States of America v. Housing Authority of Baltimore City, 04-CV-03107

EXHIBIT 6

Please bring these papers with you to your re-certification meeting.

Annual Re-Certification Reasonable Accommodation Information

If you or someone in your household has a disability that makes it hard for you or them to use HABC's housing or services, please read this form. HABC will help you fill out this form at your re-certification meeting. Read this form before your meeting. Then take this form with you to your meeting. By filling out this form, you can get changes in your housing or in HABC services.

Changes made to help a person with a disability are called "reasonable accommodations." For example:

- You may want HABC to put grab bars in your bathroom or up your stairs, or to widen a doorway;
- You may want to move to a unit that is built for persons who use wheelchairs (an "accessible" unit);
- You may want HABC to send notices to you in large print; or
- You may need a ramp to get into the management office.

This form will help HABC serve you. This form will be filled out at your re-certification meeting. But, you can also ask for a change in your housing or services at any time. Talk to your housing manager.

Name: _____

Current Address: _____

Phone: _____

Number of Bedrooms: _____

Today's Date: _____

DISABILITY:

A disability may be physical, health, developmental, emotional or mental health related (such as polio, kidney disease, mental retardation, or schizophrenia). HABC does not need

specific information about your disability. HABC only needs to know that you have a disability and how it affects your ability to use your housing unit or HABC services.

Do **you** or does **any member of your household** (a person living with you) have a disability?

Yes No

If you answered "No," you have completed the form. Please sign below. Thank you for your time.

Signature of Resident _____

[For HABC Use: Copy Provided to Resident ____ Yes ____ No]

If you answered "Yes", please continue.

1. Does your unit currently have any features or changes that were made to accommodate you or someone with a disability?

Yes No

2. Does the person who needs or needed the changes still reside in the unit?

Yes No

3. If changes were made to the unit to accommodate a disability, please list changes below.

4. If there are changes that you still need, please list them:

Please check everything below that applies to you or to anyone in your household (anyone who lives with you) who has a disability. For example, the question asks, "Do you have trouble getting into your unit?" You should

check “yes” if you or any household member has trouble getting into the unit because of a disability. Also, answer the questions by thinking about whether you can use the unit by yourself. For example, the question says, “Do you have trouble getting out of the shower?” Check “yes” if you can not use the shower unless someone else helps you.

Housing Unit

General:

1. Do you need a fully accessible unit? (For example, a ramp or no steps to enter unit, wider doorways, lowered light switches, larger bathrooms, wider hallways and lowered cabinets in the kitchen. These units are usually needed by persons who use wheelchairs or scooters or who have trouble with their balance or cannot reach above their shoulders.)
 Yes No **Already live in a UFAS unit**
2. Do you need a unit all on the first floor with no steps?
 Yes No **Already live in a unit on first floor with no steps**
3. Do you need a bedroom and bathroom on the first floor?
 Yes No **Already have a bedroom and bathroom on first floor**

Changes requested:

Entrance

1. Do you have trouble getting in and out of your unit because:
 - (a) The door is too heavy or the knob is hard to grip?
 Yes No
 - (b) You need a ramp to gain entry/exit?
 Yes No **Already have a ramp that is in good condition**
 - (c) You have a ramp, but it is not in good condition, it is too steep, it doesn't have handrails or there is another problem?
 Yes No
 - (d) You need handrails on your steps?
 Yes No **Already have handrails on the steps**
 - (e) The doorway is not wide enough to allow a wheelchair or walker to get through?
 Yes No **No one in household uses a wheelchair or walker**

- (f) You have a wheelchair lift or residential elevator, but you cannot use it because it is not functioning, consistently breaks down, or you cannot use it for some other reason related to your disability?

Yes **No**

(g) Other? Please describe briefly.

2. Do you need a lowered peephole for the front door?
 Yes No **Already have a lowered peephole in the front door**
3. Can you reach the light switch by the door?
 Yes No
4. Do you have other concerns for using your front or back door? Describe.

Changes requested:

Bathroom

1. Do you have difficulty getting to the bathroom because it is upstairs?
 Yes No
2. Do you have trouble getting into and out of the bathroom because the door is not wide enough?
 Yes No
3. Can you reach the light switch?
 Yes No
4. Do you need grab bars or handrails for the toilet or bathtub?
 Yes No **Already have grab bars or handrails for toilet or bathtub**
5. Do you need a raised seat for the toilet?
 Yes No **Already have a raised toilet seat**
6. Do you have difficulty flushing the toilet?
 Yes No
7. Do you have difficulty using the bathtub or shower?
 Yes No
8. Do you or anyone in the household have difficulty reaching and/or easily turning the faucet for the sink, bath or shower?
 Yes No

10. Do you sit while using the sink? (Hot water and drain pipes may need insulation.)

Yes No

11. Do you have difficulty using the sink counter?

Yes No

12. If you use a wheelchair, do you have enough turning space while in the bathroom?

Yes No **No one in household uses a wheelchair**

13. Do you have other concerns for using your bathroom? Please describe.

Changes requested:

Kitchen

1. Do you have trouble getting into or out of the kitchen because the door is not wide enough?

Yes No

2. Do you have trouble using or reaching any part of your kitchen because of your disability?

Yes No

(a) Are cabinets too high or are you unable to use the countertops because they are difficult to reach?

Yes No

(b) Is the range or stovetop, or the stove controls, easy for you to use?

Yes No

(c) Does reaching the range or stovetop controls require you to reach across the burners?

Yes No

(d) Do you have trouble opening or using your refrigerator/freezer?

Yes No

(e) If you sit while using the sink, are your legs near pipes that can get hot?

Yes No

(f) Do you have difficulty using the sink?

Yes No

(g) Do you have difficulty reaching the light switch, the waste disposal switch or electrical outlets above the kitchen counter?

Yes No

(h) If you use a wheelchair, do you have enough clearance and turning space while in the kitchen?

Yes No **No one in household uses a wheelchair**

(i) Do you have other concerns about using your kitchen? Please describe.

Changes requested:

Bedrooms

1. Do you have any trouble using your bedroom?

Yes No

2. Is it difficult for you to get to the bedroom because it is upstairs?

Yes No

3. Do you have trouble getting into and out of the bedroom because the door is not wide enough?

Yes No

4. If using a wheelchair, do you have enough clearance and turning space while in the bedroom?

Yes No **No one in household uses a wheelchair**

5. Do you have difficulty reaching the bedroom or playroom of a child for whom you are responsible?

Yes No

6. Do you have difficulty reaching the light switch?

Yes No

7. Do you need a separate bedroom for a live in aide?

Yes No **Already have a separate bedroom for a live-in aide**

8. Can you reach the shelves in your closets?

Yes No

9. Do you have other concerns about your bedroom?

Yes No

If yes, please describe.

Changes requested:

Living Room

1. Can you reach the light switch and thermostat?
 Yes No
2. Do you have any concerns about your living room?
 Yes No

If yes, please describe.

Changes requested:

Dining Room

1. Can you reach the light switch and thermostat?
 Yes No
3. Do you have any concerns about your dining room?
 Yes No

If yes, please describe.

Changes requested:

Hallways

1. Are the hallways too narrow or are there barriers that make it difficult to go through the hallway?
 Yes No
2. Do you have other concerns about your hallways?
 Yes No

If yes, please describe.

Changes requested:

Outside:

1. Can you get to common areas of the development, such as the management office, the laundry facilities, meeting and recreation rooms, child care facilities, garbage disposal, maintenance, bus stops, other? (Reminder: check "yes" if you can get there without needing assistance from someone else.)

Yes No

2. If you use a wheelchair, do the sidewalks have curb cuts that allow a wheelchair user to cross the street?

Yes No No one in household uses a wheelchair

3. Are the curb cuts not useable because they are they too steep, or blocked?

Yes No

4. Are the sidewalks too steep? Does the slope of the walk make it hard to stand, walk or use a wheelchair, scooter or cane?

Yes No

5. Do you have other concerns about the outside or common areas?

Yes No

If yes, please describe.

Changes requested:

Parking

1. Do you need an accessible (handicapped) parking space?

Yes No

2. If you already have a space, do you have trouble using it?

Yes No

3. Are there usable curb cuts in the sidewalk close to the handicapped parking space?

Yes No

4. Do you have other concerns about the parking?

Yes No

If yes, please describe.

Changes requested:

Other

1. Are the lights in your housing unit bright enough for you to see well?
 Yes No
2. Do you have difficulty hearing the smoke detector or a building-wide fire alarm?
 Yes No
3. Is there a fire safety plan for all residents in your building to escape in case of fire?
 Yes No
4. Are you satisfied that you are able to use this plan?
 Yes No
5. Do you need a strobe (flashing) light fire alarm?
 Yes No **Already have a strobe (flashing) light fire alarm**
6. Do you need an amplified (extra loud) doorbell?
 Yes No **Already have an amplified (extra loud) doorbell**
7. Do you need a doorbell that flashes instead of rings?
 Yes No **Already have a doorbell that flashes instead of rings**
8. Do you have any other concerns?
 Yes No
If yes, please describe.

Changes requested:

Live-in Aide

1. Do you need a live-in aide?
 Yes No **Already have a live-in aide**

Changes to HABC Policies:

1. Do you need help understanding or using the Public Housing program because of your disability?
 Yes No

2. Do you need HABC to send a copy of important notices to another person who can help you understand them?

Yes No

3. Do you need help during Annual Re-certification to make sure you understand the process?

Yes No

4. Do you need your HABC notices sent to you in large print?

Yes No

5. Do you have other concerns that HABC may help you with?

Yes No

If yes, please describe.

Changes requested:

Requests for Help

1. Have you previously made any of the requests noted in this survey?

Yes No

2. If yes, when and to whom were they made?

3. Was a Work Order generated as a result of your request(s)?

Yes No Not sure

Thank you for completing this survey!

If you have requested changes to your unit or to HABC services, HABC will respond to your request within 20 days and make a decision within 30 days of receiving all information needed to make a decision. If you do not receive a response within 20 days, contact HABC's 504 Coordination Office at (443) 984-1792.

You can update your answers to this form at any time in writing or by talking to your housing manager. If you believe you have an immediate need or want information on what an immediate need is, you may contact the 504 Program Manager at 410-396-1941.

Signature of Resident: _____

Copy provided to Resident

Yes No

For Office Use Only

If during the Annual Re-certification, a resident requires a reasonable accommodation or has an Immediate Need, the Housing Manager should log this information into the 504 Application and follow all policies related to Reasonable Accommodations and Immediate Needs.

Please list any maintenance concerns identified by the resident. Indicate impact on resident's disability, if applicable.

Date referred to maintenance staff: _____

Date maintenance work completed: _____

Date entered into 504 Application: _____

Does the resident have an Immediate Need?

Yes No

If yes, was the resident provided a copy of the HABC Immediate Needs Policy and informed about this process?

Yes No

Date the resident's information was entered into the 504 Application to schedule a meeting regarding their immediate needs: _____

If the resident requested changes to his or her unit or to HABC policies or programs, was the resident given a copy of the HABC Reasonable Accommodation Policy and informed about this policy?

Yes No

HABC Employee Completing Form: _____ **Date:** _____

Exhibit 7

Bailey v. Housing Authority of Baltimore City, 02-CV-225

United States of America v. Housing Authority of Baltimore City, 04-CV-03107

EXHIBIT 7

Reasonable Accommodation Survey Tool - Short Form

Please read this form. If you or someone in your household has a disability that makes it hard for you or your household member to use your housing or housing services, you may be able to get changes in your housing or in services by filling out and returning this form. Please contact your housing manager if you need help in filling out this form. Please return the completed form to your housing manager.

You can also ask for a change in your housing or services at any time by contacting your housing manager.

A disability may be physical, health-related, developmental, emotional or mental health-related (such as paralysis, kidney disease, mental retardation, or schizophrenia). The housing manager does not need specific information about your disability. The housing manager only needs to know that you have a disability and how it affects your ability to use your housing unit or the housing services.

Please check everything below that applies to you or to anyone in your household (anyone who is on your lease) who has a disability. For example, the question asks, "Do you or any member of your household have a disability that makes it hard for you or them to use the housing or housing services?" You should check "yes" if you or any household member has trouble getting into the unit because of a disability. Also, answer the questions by thinking about whether you can use the unit by yourself.

Name:

Current Address:

Phone:

Number of Bedrooms:

Today's Date:

1. Do **you or any member of your household** have a disability that makes it hard for you or them to use housing or housing services? Yes ___ No ___
2. If you checked "yes" in response to question number 1, please indicate if you or a household member needs any of the following to address the disability:
 - a. A wheelchair accessible unit because you or a household member uses a wheelchair or a bench walker.
Yes ___ No ___

- b. A unit on one level no steps or with a limited number of steps.
Yes ___ No ___
- c. Access to common areas such as hallways, parking spaces, lobby.
Yes___ No___
- d. Accessibility features for someone who has impaired hearing (for example an emergency strobe system or an amplified doorbell).
Yes ___ No ___
- e. Accessibility features for someone who has impaired vision (for example an emergency strobe system, high intensity overhead lighting, documents in large print).
Yes ___ No ___
- f. Accessibility features in the bathroom (for example, a raised toilet seat, grab bars, handheld shower, tub seat).
- g. Accessibility features in other areas of your apartment (for example, handrails along the steps, lowered light switches, lowered kitchen cabinets, lowered close shelves).
Yes ___ No ___
- h. A live-in aide.
Yes ___ No ___
- i. A separate bedroom for the person with the disability or for medical equipment.
Yes ___ No ___
- j. An increase in the utility allowance because the person with the disability uses medical equipment that uses electricity.
Yes ___ No ___
- k. Assistance with conducting business with HABC.
Yes ___ No ___
- l. Other.
Yes ___ No ___

Please let us know if there is anything else in the unit that limits your or any member of your household's ability to use your housing and or the housing services:

If you answered yes to any question, a management staff person will contact you within 3 business days to discuss your request for a reasonable accommodation. If you do not hear back from someone within 3 business days, you may contact HABC Office of Fair Housing and Equal Opportunity at 410-396-4247.

Exhibit 8

Bailey v. Housing Authority of Baltimore City, 02-CV-225

United States of America v. Housing Authority of Baltimore City, 04-CV-03107

EXHIBIT 8 - CERTIFICATION REGARDING TERMS IN THE RAD AGREEMENTS

**Housing Authority of Baltimore City
Bailey Supplemental Consent Decree**

Certification

Pursuant to paragraph 58.a. of the Bailey Supplemental Consent Decree (“**Supplemental Decree**”), I certify that the terms in the RAD Agreements (as defined therein), as set forth in paragraphs 33, 40 and 43-46 of the Supplemental Decree, have not been modified.

I attest that I am authorized to make this certification on behalf of the Housing Authority of Baltimore City.

(Print Name)

(Title)

(Signature)

(Date Signed)



REQUEST FOR QUALIFICATIONS

**REHABILITATION, RECAPITALIZATION and TRANSFER OF OWNERSHIP OF
EXISTING HOUSING DEVELOPMENTS**

FOR THE SAN FRANCISCO HOUSING AUTHORITY

**1815 EGBERT STREET
SAN FRANCISCO, CA 94124**

**January 31, 2014
Version 3 – Updated February 10, 2014**

Request for Qualifications
Moderate Rehabilitation, Recapitalization and Transfer of Ownership of Existing Housing

EXECUTIVE SUMMARY

- Development Opportunity:** Preservation of existing affordable housing developments currently owned and managed by the Housing Authority of the City and County of San Francisco (the “Authority”) through acquisition, moderate rehabilitation, and long-term ownership and operations.
- Authority Goals:** To transform public housing properties into financially sustainable real estate assets with a minimum of 20-year useful life; improve resident experience, and ensure the sustainability of the City’s public housing infrastructure; convert public housing’s Annual Contributions Contract (“ACC”) public housing assistance to Rental Assistance Demonstration (“RAD”) project-based Section 8 vouchers (“PBVs”) for most of the existing ACC-assisted portfolio; transfer ownership and management of converted buildings for rehabilitation by affordable housing developers, in order to leverage additional private resources as allowed under RAD; provide a ground lease payment and residual receipt payments to the Authority.
- Property Disposition:** The Authority will retain ownership of the land and provide a long-term ground-lease to qualified developers who will purchase the existing improvements using seller take-back residual-receipts loans, as allowed by the RAD program. Annual ground lease payments not to exceed \$15,000 will be paid to the Authority as an operating expense. Acquisition loan payments will be paid on a pro-rated basis with other residual receipt lenders. Residual land rent will be paid to the extent there is cash flow from these developments, but any outstanding residual land rent will not accrue.
- Developments:** Developers selected under this RFQ may focus on more than one Cluster of public housing buildings, but must rehabilitate and recapitalize all Projects in their chosen Cluster(s) without reliance on Authority financial resources. Roughly one-half of each Cluster’s Projects will be transferred, converted and rehabilitation initiated in the first phase (“Phase One”) and the other half in the second phase (“Phase Two”).
- Development Teams:** Respondents must be community-based non-profit entities with experience developing housing for low income households in San Francisco, either individually or in joint-venture with other entities (including faith-based) for development and ownership purposes. The ownership entity may be a limited partnership with a for-profit entity only if Low Income Housing Tax Credits and tax exempt bond financing is used to finance rehabilitation. The proposed development team must also include a qualified property management entity, an architectural services team, and either a neighborhood-based service provider or a citywide services provider who has executed a Letter of Interest (“LOI”).
- Selection Process:** Respondents will be evaluated on the strength and experience of the development team, the team’s vision for long-term ownership and operation of the housing, and the team’s experience with involving residents in the planning and implementation of rehabilitation and operations.
- Outcome:** The Authority’s Housing Commission will take action authorizing negotiations with selected developers for an Exclusive Negotiating Rights Agreement (“ENRA”) or comparable agreement for each cluster of development sites. The ENRA is expected to lead to an Option to Ground Lease, Purchase and Sale Agreement for the existing improvements, and an executed Ground Lease.
- Pre-Submittal Meeting:** 1 pm to 4 pm. February 5, 2014, Mayor’s Office of Housing and Community Development, 1 South Van Ness Avenue, 2nd Floor Atrium, San Francisco.
- Qualifications Due:** No later than 4:00 PM PDT, Friday, February 21, 2014

REQUEST FOR QUALIFICATIONS

A. INTRODUCTION

The Housing Authority of the City and County of San Francisco (Authority), working with the Mayor's Office of Housing and Community Development (MOHCD), is soliciting Statements of Qualifications and letters of interest from qualified Development Teams for the preservation of existing affordable housing through the development, ownership and management opportunities at 29 of the Authority's public housing developments in San Francisco.

SFHA has faced significant financial challenges in recent years due to the reduction of federal funding for public housing. Although some public housing properties are well maintained and in good condition, a large number suffer from deferred maintenance and all require extensive capital improvements, as evidenced by high vacancy rates, lengthy and expensive unit turnover, and outstanding maintenance requests.

The Authority has successfully re-developed several existing public housing sites through the HOPE VI program and is in the process of re-developing several others through the City and County of San Francisco's HOPE SF program. Working with private developer partners, existing residents have been temporarily relocated, the existing buildings demolished, new site improvements and utilities installed, and new dwelling units and community facilities constructed in mixed-use and mixed-financed developments managed by private, professional property management entities. Each site has featured strong resident and community involvement and employment in the planning and construction processes.

This Request for Qualifications (RFQ) is intended to build upon the Authority's HOPE VI and HOPE SF experience and to use the City's affordable housing land lease model to ensure long-term preservation of the Authority's public housing assets, to address significant deferred maintenance issues and make building operations more sustainable by leveraging the Authority's land, private developers' and property managers' expertise, existing financing tools such as 4% tax credits and tax-exempt bonds, and newly available financing through the federal Rental Assistance Demonstration (RAD) PBV program and through proposed (project-based) Tenant-Protection Vouchers (TPVs).

The Authority seeks to leverage outside capital which requires the transfer of ownership and management of its public housing units to private entities with experience owning and managing housing for very low-income families and seniors. The Authority's goal is to rehabilitate and recapitalize properties in a manner that will maintain the physical and economic viability of the developments for at least 20 years, as required by the Rental Assistance Demonstration Program (RAD). The Authority also seeks to improve the residents' quality of life and provide linkages to accessible supportive services.

B. OVERALL PLAN FOR REHABILITATION AND RECAPITALIZATION

(1) Rental Assistance Demonstration (RAD):

In response to the Authority's challenges, City and Authority staff and 72 different organizations met over a 4 month period in early 2013 to develop recommendations for re-envisioning the work of the Authority. As part of the implementation of those recommendations, Authority and City staff, including the Mayor's Office, the Mayor's Office of Housing and Community Development, and the City Administrator, developed a financing strategy to address the long term viability of the Authority portfolio in light of reduced current and future federal funding. The proposed financing will address critical immediate and long term rehabilitation needs by attracting new capital such as low income housing tax credit equity to replace reduced and inadequate federal funding.

The re-envisioning plan also includes the use of US Department of Housing and Urban Development (HUD) Project-Based Vouchers under the federal Rental Assistance Demonstration Program (RAD), and additional vouchers which are being requested under HUD's Section 18 Disposition program. These vouchers will preserve the existing affordability of the newly rehabilitated housing.

One of the key elements of the plan is the conversion of each property's current federal public housing operating and capital subsidy streams into long-term project-based Section 8 vouchers (PBVs) under the RAD program, to

Request for Qualifications
Moderate Rehabilitation, Recapitalization and Transfer of Ownership of Existing Housing

secure the leveraging of private resources. In order to facilitate the financing of significant rehabilitation or redevelopment projects, the RAD voucher program differs from the traditional Section 8 program in several ways, including: waiving the current 20% limitation on the amount of Section 8 assistance a PHA may project-base; increasing the percentage of units in any family Project that may be project-based from 25% to 50% and permitting an exception to this limit if families are offered the option of supportive services; and increasing the maximum allowable HAP contract term to 20 years with mandatory contract renewal subject to the availability of appropriations.

Go to the HUD RAD website at: <http://portal.hud.gov/hudportal/HUD?src=/RAD> for more information about the goals and structure of the RAD Program. See also HUD's Final Implementation instructions to owners of converting Projects for more detail regarding specific policies and procedures, particularly those that apply to Project-Based Voucher (PBV) conversions at: <http://portal.hud.gov/hudportal/HUD?src=/RAD/info>. At the bottom of this page click on "**Revised RAD Notice (published 7/2013)**" for a PDF copy of these instructions (referred to in this RFQ as "RAD Notice"). See also HUD's "RAD Toolkit" at the following location: <http://portal.hud.gov/hudportal/HUD?src=/RAD/residents>

(2) Portfolio-based Strategy:

Another key element of the strategy is its reliance on the concept of portfolio-wide planning and resource allocation. In addition to "clustering" buildings ("Projects") into self-contained groups ("Clusters") within which resources for both development and for operating and services costs may be pooled, the plan includes an application to HUD for a single RAD "Portfolio Award" wherein HUD reserves RAD conversion authority for all Projects contained in the portfolio. Once all HUD subsidies are awarded (including Tenant Protection Vouchers or "TPVs" which SFHA is requesting from HUD under the Section 18 program and which are expected to be secured for some of those units that are in the worst physical condition) MOHCD and SFHA will reallocate RAD and TPV subsidies across the portfolio as needed to maximize their effectiveness.

The Authority has identified twenty-nine (29) of its public housing sites grouped into eight (8) neighborhood Clusters in San Francisco; Projects range in size from 24 units to 234 units, while the Clusters themselves range in size from 273 units to 577 units, as described in Exhibit A. The Clusters have been developed based on the geographic location of the Projects and on the type of households residing in each Project (i.e. seniors, disabled individuals, or family households), in order to facilitate linkages with neighborhood-based services.

(3) Scope of Rehabilitation:

Rehabilitation/recapitalization plans should be developed with the goal of meeting the minimum RAD requirement of extending the useful life of existing structures for at least twenty (20) years, by immediate rehabilitation work and by including adequate replacement reserves to address needs that may be temporarily deferred. In order to meet this requirement, selected developers are expected to leverage as much non-local financial resources as possible through the use of Low Income Housing Tax Credits, tax-exempt bonds, permanent debt, Affordable Housing Program loans, and other sources. While these sources are expected to be adequate to support scopes of work that will meet the minimum requirements, they are not likely to support much more than a reasonably adequate rehabilitation at this time. In many cases, another recapitalization effort may be needed in 15 to 20 years.

(4) Other Resources:

(a) For overall Planning and Capacity Building:

Cohort Training: Enterprise Community Foundation will facilitate monthly peer-to-peer training sessions for all selected Development Teams (the "Cohort"). These sessions will provide the Cohort with the opportunity to learn with and from each other, to collaborate and to direct the development of future training sessions. The meetings will also include sessions led by local and national experts on a range of topics relevant to development, property management and ownership of former public housing sites, which may include RAD programmatic issues, trauma-informed practices (practices that are realistic and appropriate for residents who may have relatively high rates of exposure to trauma), tenant protection requirements, resident engagement, resident services planning and funding, and other best practices. The first trainings will commence shortly after selection of the Cohort and will be

Request for Qualifications
Moderate Rehabilitation, Recapitalization and Transfer of Ownership of Existing Housing

provided through 2015. Participation in this program of Cohort support will be required of all Development Teams selected under this RFQ.

(b) For Predevelopment:

1. Predevelopment Funding. MOHCD has developed a Predevelopment Loan Program for the RAD Projects that will accelerate the funding process in light of the expedited schedule. The Loan Program will provide up to \$1 million for each Cluster's Phase One Projects. Development teams will be able to apply for MOHCD predevelopment loans immediately upon their selection under this RFQ. MOHCD is working with community partners to identify additional sources of third-party predevelopment financing. MOHCD intends to provide additional predevelopment funding for Year Two Projects at a later date.
2. Due Diligence Materials. MOHCD has undertaken and assembled due diligence materials for the Year One Projects, some of which are available for download at the MOHCD website at <http://sf-moh.org/index.aspx?page=321> while others will be available by request either by CD or separate download site.

These include:

- a. Floor plans provided by the SFHA
- b. Lead and Asbestos reports provided by SFHA
- c. Phase I Environmental Site Assessment Reports, December 2013
- d. Preliminary Title Reports, December 2013
- e. Physical Conditions Assessments, February 2014

(c) For Development:

Selected Development Teams will be expected to apply for all available and applicable public and private resources to finance their rehabilitation work, including additional predevelopment sources, State funds, tax exempt bonds and 4% tax credits. In order to expedite the rehabilitation planning and implementation process, MOHCD's goal is to identify, through a Request for Proposals to be issued in April 2014, a single conventional lender and tax credit investor that will participate in all the Projects and will standardize as much as feasible the terms and conditions. No capital subsidies are expected to be available from SFHA itself, except for seller take-back acquisition financing. MOHCD may be able to provide gap financing as available.

(d) For Services: Although the RAD program itself does not require that services be provided, funding for a services coordinator responsible for providing residents with information and referral to nearby supportive services (either on-site or in the neighborhood of the Project) should be included in each Project's operating budget (staffing may be shared between properties depending upon number of units, geographic location and resident type). Funding for services themselves is not expected to be included in a Project's operating budget.

(5) Timeline:

(a) RAD Application:

On September 27, 2013, the Authority submitted an application for a Portfolio Award for conversion of 4,575 public housing units to RAD project-based vouchers over a two-year period. The Application identified 15 existing public housing Projects, grouped into 8 clusters, to be rehabilitated in Phase One, and another 14 in Phase Two. In addition, RAD applications were submitted for six distinct HOPE SF Projects (two in Phase One and four in Phase Two) and six existing HOPE VI mixed-finance Projects (five in Phase One and one in Phase Two), although the HOPE SF and HOPE VI projects are outside the scope of this RFQ. Individual, Project-specific RAD applications were submitted as well for the Phase One Projects, including total estimated rehabilitation costs and projected major sources of financing for each Project and Cluster. On January 6, 2014, HUD issued a Portfolio Award letter and a Commitment to Enter into a Housing Assistance Payment (CHAP) for each of the Phase One Projects.

Request for Qualifications
Moderate Rehabilitation, Recapitalization and Transfer of Ownership of Existing Housing

(b) CHAP Milestones:

Upon completion of the RFQ selection process, each Development Team must diligently pursue completion of the RAD implementation process and convert Phase I projects to RAD concurrently with the start of construction which must occur on or before June 15, 2015. Leading up to this closing selected Development Teams must work with the Authority to meet the following milestones for each of the Projects and Clusters of housing:

- i. **By September 1, 2014:** each Team must submit a certification that all industry standard due diligence has been performed for and received by the Lender(s), including a Physical Conditions Assessment (PCA) completed by a qualified, independent third-party inspector, appropriate environmental reports, and other standard financing due diligence requirements such as appraisal, survey report and title insurance policy.
- ii. **By January 15, 2015:** each Team must submit a certification that firm commitments of all financing have been applied for, including an application for low-income housing tax credits no later than the first round of 2015 ; a completed federal Environmental Review; and a relocation plan.
- iii. **By March 15, 2015:** each Team must submit a Financing Plan including a detailed Scope of Work, cost estimate, summaries of environmental issues and energy conservation measures; development sources and uses; development team qualifications; proposed financing with updated commitment letters and proposed closing date; an operating proforma that meets certain specific feasibility standards; a description of how rehabilitation will be managed; and a timeline for completion of all rehabilitation (generally 12 to 18 months from date of construction closing).

Upon approval of the Financing Plan, HUD will issue a conditional RAD Conversion Commitment (RCC) letter. HUD requires that the RAD conversion transaction be closed within 90 days of the RCC issuance.

- iv. **By June 15, 2015:** each Team must close the ground lease and all financing and begin rehabilitation. Selected Development Team assumes property management responsibilities at close of construction financing.

(c) Tenant Protection Vouchers (TPVs):

As part of the conversion of the bulk of the Authority's portfolio, in December 2013 the Authority Commission approved applications to HUD for Disposition authority under Section 18 of the Housing Act for 8 Phase Two Projects. It is not the intention to demolish these Projects. Instead, if approved by HUD under Section 18, they will be removed from the Authority's portfolio of public housing units and subject to HUD's approval under a separate process, HUD will provide Tenant Protection Vouchers (TPVs) to replace their ACCs. Under the Authority's portfolio approach, these TPVs will be used throughout the portfolio, in Phase One and in Phase Two, to allow the RAD conversion Projects to be financially feasible. The distribution of any TPVs will be across Clusters and across Projects and will be determined by the Authority according to the needs of the overall portfolio. Development Teams awarded under this competitive RFQ process may be considered for project-based vouchers by the Authority, assuming all program and regulatory requirements are met.

More detailed information regarding the RAD Conversion and Rehabilitation Schedule for Projects within the scope of this RFQ can be found in Exhibit B.

(6) Development Team Responsibilities and Expectations:

COMMITMENT TO ENTIRE CLUSTER – Teams must commit to rehabilitating and taking ownership of all the Projects in whichever Cluster(s) they select and may not exclude any Projects that may be perceived to be more difficult or challenging.

COMMITMENT TO ACCESSIBLE SERVICES – Appropriate, culturally competent services that are easily accessed by residents (either on-site or in the neighborhood) must be included in each Development Team's plan. In order to provide effective information and referral to residents and to facilitate residents' utilization of services, the referrals should be for services located as close to home as possible, preferably on-site. Developer Teams are

Request for Qualifications
Moderate Rehabilitation, Recapitalization and Transfer of Ownership of Existing Housing

encouraged to familiarize themselves with available documentation on the needs of public housing tenants, all available on MOHCD's website, by reviewing:

- The March 2006 survey of the services needs of older adults and adults with disabilities living in public housing which was the basis for creating the current Services Connection Program, a collaboration among SFHA, the Department of Aging and Adult Services and the Northern California Presbyterian Homes and Services.
- An evaluation of the Services Connection Program which provides valuable information on the efficacy of the program and can inform future services planning.
- A baseline data evaluation of the households in 4 of San Francisco's largest public housing family developments: Hunters View, Alice Griffith, Sunnyside, and Potrero Terrace and Annex. RFQ respondents may assume that the current residents of the family Projects represented in this RFQ have equivalent needs.

It should be noted that under RAD the 25% cap on the number of PBV units in any given family housing Project is increased to 50% and there is an exception to this limitation for units occupied by families receiving supportive services. While the RAD program does not require that services be provided to residents, providing supportive services for families in converted RAD buildings is essential to maintaining eligibility for accessing PBVs on more than 50% of the units in a family building.

COMMITMENT TO RESIDENT INVOLVEMENT – For a number of reasons, including residents' knowledge of the day-to-day living conditions of their units and their community, as well as the inconvenience rehabilitation work is likely to bring, it is essential that selected Development Teams begin as soon as possible to develop effective communication and working relationships with the residents. As new owners/operators of the housing, the Development Teams must successfully transition to mutual respect and trust between landlord and tenants and take appropriate steps to involve residents in the planning process from the start, keeping residents informed and involved throughout the rehabilitation, and providing opportunities for their continued involvement in the oversight and operation of the housing over the long term. This approach may require education or training for both the Development Teams and residents, including educating or training residents as necessary to prepare them to participate knowledgeably in the rehab planning, rehabilitation work or on governing Boards of Directors, and educating or training Development Team members and their property management staff as necessary to make adjustments in their approaches, policies or standard procedures to accommodate meaningful resident involvement.

As soon as possible after being selected under this RFQ, Development Teams must begin the process of meaningful dialogue with residents, by meeting with existing resident associations and/or meeting with residents at large if no such association exists. One of the Development Team's primary goals should be to create if necessary and support in an on-going way resident organizations that can provide feedback to the Development Teams, owners, and property managers both during rehabilitation and throughout ongoing operations.

COMPLETION OF RAD CONVERSION PROCESS – Because the level of RAD funding may only be achieved if closings occur in a timely manner, failure to satisfy the timing requirements for conversion to RAD may jeopardize the operating feasibility (and development financing to the extent the Cluster carries long-term debt) of a selected Cluster and even the larger portfolio. Therefore development teams must commit to giving sufficient priority to completing the RAD conversion process and to rehabilitating the Cluster of housing they select in order to meet the deadlines for achieving the CHAP milestones in a timely way, particularly:

- Completion of required studies, reports, surveys, etc. necessary for both RAD application and for securing financing; and
- Developing a Financing Plan that takes advantage of economies of scale both during rehabilitation and operations; and
- Satisfying all HUD Conditions for closing the RAD conversion in a timely way; and
- Beginning rehabilitation of Year One Projects by June 15, 2015.

TENANT PROTECTION REQUIREMENTS – As housing providers in a very tight and expensive rental housing market, owners will be required to manage RAD-converted buildings with the dual goals of broad and

Request for Qualifications
Moderate Rehabilitation, Recapitalization and Transfer of Ownership of Existing Housing

nondiscriminatory access for extremely low income families and individuals and long-term housing security through preservation of existing tenancies. Achieving these goals will require strong due process protections for applicants and residents, optimal resident participation opportunities, and ownership and management respect for resident organizing rights, and support by city agencies, including those responsible for funding services that will facilitate residents' housing retention.

New owners of converted Projects will be required to comply with the existing long-term tenant protection regulations associated with the Project Based Voucher (PBV) program. In addition, RAD has added certain special tenant protection requirements applicable to public housing Projects converting assistance to long-term PBVs under the RAD summarized below: (See RAD Notice pp. 38-43.)

1. No Re-screening of Tenants upon Conversion -- Current households are not subject to rescreening, income eligibility, or income targeting provisions. For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Once that remaining household moves out, the unit must be leased to an eligible family.

2. Right to Return -- Any residents that may need to be temporarily relocated to facilitate rehabilitation or construction will have a right to return to an assisted unit at the same development once rehabilitation or construction is completed or voluntarily accept an owner's offer to permanently relocate to another assisted unit elsewhere. In addition, tenants are subject to the San Francisco Administrative Code Chapter 39, Right to Return to Revitalized Public Housing.

3. Renewal of Lease -- Under RAD, the owner must renew all leases upon lease expiration, unless good cause for refusing renewal exists. This provision must be incorporated into the lease.

4. Phase-in of Tenant Rent Increases -- If a tenant's monthly rent increases by more than the greater of 10 percent or \$25 purely as a result of conversion, as may be the case for those few SFHA households who pay a "flat rent," the rent increase must be phased in. RAD requires that the owner adopt a policy at the time of conversion that specifies the circumstances under which an increase will be phased in over one or the other of these periods of time. RAD also specifies the percentage increases allowed each year of the phase-in period.

5. Continued Eligibility for Participation in Family Self-Sufficiency (FSS) programs -- Current participants in the Authority's FSS program may continue to participate.

6. Resident Participation and Funding -- Residents of Projects converting assistance to PBVs will have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment. Owners must provide \$25/occupied unit/year for resident education, organizing around tenancy issues and training activities; at least \$15 per occupied unit must be provided to a legitimate resident association if one exists at the covered property. (see RAD Notice pp. 94-97) In addition, all net income from laundry and vending machines will provide support for the operations of the resident organization.

7. Resident Procedural Rights. -- In addition to PBV rules, RAD requires compliance with certain additional requirements regarding notice of termination of the lease and regarding grievance process hearings. (See RAD Notice pp. 41-42.)

Exhibit C describes a proposed set of principles and guidelines which will be refined and finalized through the Cohort Training process (see 3.a. above) in collaboration with City staff and tenant advocacy organizations. These principles and guidelines are intended to incorporate and expand upon the above RAD requirements and to be consistent with the overall goal of preserving converted public housing properties as decent, safe, and sanitary housing for Authority residents by maximize housing retention for current and future tenants while ensuring long-term financial and operational stability.

By responding to this RFQ, Development Teams will be expressing their commitment to this goal and willingness to enter into meaningful dialogue with each other and with other interested parties to formulate and implement fair and practical tenant protection policies.

Selected Teams will work together to formulate and implement uniform tenant protection policies with the support of the Cohort. Please see Cohort Training above in 4.a. **Other Resources** for Overall Planning and Capacity Building, p.2.

Request for Qualifications
Moderate Rehabilitation, Recapitalization and Transfer of Ownership of Existing Housing

DISPLACED AUTHORITY STAFF RIGHT TO INTERVIEW –Selected teams must commit to interviewing displaced Housing Authority staff who were employees in good standing as of January 15, 2014, regarding positions for which they apply and for which they are qualified.

(7) Underwriting Guidelines and Assumptions:

For the MOHCD Predevelopment Loan Program and for any other additional financing, Developer Teams should utilize the most current version of the MOHCD Underwriting Guidelines available on the MOHCD website (go to: <http://sf-moh.org/index.aspx?page=25>. Scroll down to Multifamily Housing Development Forms, Policies and Guidelines, Current Underwriting Guidelines). However, there are some refinements or modifications associated with the City’s RAD conversion Projects that should be taken into account. Where there is any conflict between MOHCD’s guidelines and the RAD Notice, the terms of the Notice will govern.

A. Rent Bundling – Subsidies (and contract rents) may be adjusted across an entire Cluster of buildings (Projects) or across the entire RAD portfolio as long as the aggregate amount of subsidies for all converted Projects is not exceeded. The Authority will manage the distribution of subsidies according to each building’s needs and in light of the total resources available.

B. RAD Use Agreement – All financing must be subordinate to the RAD Use Agreement that runs for the same length as the HAP contract (20 years with automatic renewals) and remains in effect even if the HAP contract is terminated (at least for the term the HAP contract would have run). This Agreement requires that if the HAP contract is terminated prior to the end of its term, all new tenants must have incomes at or below 80% of AMI and rents may not exceed 30% of 80% of AMI for the remainder of the term of the RAD Use Agreement.

C. Affordability. AMI of new residents will be limited to 50% of City AMI. However no existing residents who are over income will be displaced. Please use the most recent Limits for Bond Funded and MOHCD Funded Affordable Rental Projects available at: <http://sf-moh.org/index.aspx?page=24>

D. Operating Costs – MOHCD has developed per-unit operating costs based on unit type, population, and building type, which formed the basis of the RAD applications submitted to HUD on September 27, 2013. Since the Authority’s RAD application is portfolio-based and resources are allocated across the entire portfolio any proposed increases in operating costs for a particular Project will have ramifications across the entire portfolio, and will only be considered if absolutely necessary and in the context of the entire portfolio’s needs.

E. Debt Service Coverage Ratio -- may not be less than 1.11 (slightly higher than MOHCD guideline of 1.10).

F. Existing Debt – MOHCD’s current assumption is that existing Energy Service Company (ESCO) debt secured by the potential RAD sites will be paid off before RAD conversion.

G. Developer Fee – In general, each Project within a Cluster will be eligible for a developer fee consistent with the MOHCD Developer Fee Policy for “At-Risk” Tax Credit Projects (go to: <http://sf-moh.org/index.aspx?page=25>. Scroll down to Multifamily Housing Development Forms, Policies and Guidelines, Tax Credit Developer Fee Policy). MOHCD has assumed in the September 2013 RAD Applications that no greater than fifty Percent (50%) of developer fees will be deferred.

H. Consultant Fees – Any fees for legal services, syndication, construction management etc. that are paid by Developer as part of the development budget should take advantage of the economies of scale associated with providing those services for multiple Projects in a single cluster. There may also be consultant fees charged to each cluster on a pro rata basis for services performed for the entire portfolio or for all first year Projects in the aggregate.

I. Reserves – Operating and Replacement Reserves should be consistent with MOHCD Guidelines; Transition or Rent Subsidy reserves should not be included.

J. Ground Lease Terms – 55 year term with 45 year extension; maximum annual \$15,000 base rent per Project as part of operating budget with residual rent payments (which does not accrue) from available excess cash (see “Cash Flow Waterfall” below).

K. Acquisition Financing – The Authority plans to provide seller take-back residual receipts loans for each building, the size of which will be determined by appraisal.

Request for Qualifications
Moderate Rehabilitation, Recapitalization and Transfer of Ownership of Existing Housing

L. *Cash Flow “Waterfall”* – To the extent each cluster produces operating income in excess of operating costs, hard debt service, expensed asset management fees and base land lease payments, surplus cash will be distributed as follows:

- (1) Deferred Developer fee
- (2) Asset Management Fee (see “MOHCD Asset Mgmt Fee Policy” under “Multifamily Housing Development Forms, Policies and Guidelines” at: <http://sf-moh.org/index.aspx?page=25>.)
- (3) Partnership Management Fee (see Asset Management Fee Policy at location above for information regarding Partnership Management Fees.)
- (4) Limited Partner Investor Services Fee
- (5) Owner Distribution (see MOHCD Residual Receipts policy at: (“Residual Receipt Policy” under “Multifamily Housing Development Forms, Policies and Guidelines” at: <http://sf-moh.org/index.aspx?page=25>.)
- (6) Soft debt service to SFHA and MOHCD – prorated in proportion to the loan amount
- (7) Residual Land rent

(8) Applicable Policies, Guidelines and Other Requirements:

A. *Insurance Requirements:* Please see Exhibit D.

B. *Security Badge ID Requirement:* All employees of the selected Development Teams will be required to obtain and wear security badges while on Authority properties. The badges can be obtained from the Human Resources Department at 1815 Egbert Avenue, San Francisco, CA 94124. The SFHA will charge a minimal one-time fee, not-to-exceed \$5.00 per badge. Badges must be obtained prior to commencing work on any SFHA site.

C. *Resident Hiring:* To the maximum extent possible, the selected Development Teams agree to actively recruit, hire and train residents of public housing for position vacancies within its organization or other employment opportunities.

D. *Employment, Training and Contracting Opportunities for Low-Income Persons (Section 3) Requirements:* please see Exhibit E and also: <http://www.hud.gov/offices/fheo/section3> . Development Teams selected under this RFQ will be required to work with the CityBuild initiative of the Mayor’s Office of Economic and Workforce Development to comply with local requirements regarding the provision of employment opportunities for local and low-income residents and small businesses during both the development and operation of their Projects.

E. *Equal Employment Opportunities and LBE Goals:* Development Teams selected under this RFQ will be required to comply with San Francisco’s procurement requirements, including the provision of equal employment opportunities for disadvantaged business consultants, architects, contractors, and other potential development team members. Although the City’s Contract Monitoring Division (CMD) does not require prior approval or monitoring of procedures for selecting the Architecture/Engineering members of a Development Team for purposes of responding to this RFQ, the team’s Local Business Enterprise (LBE) status will be counted toward the overall project’s procurement goals which will be set at a later date.

F. *Environmental Review:* Proposed rehabilitation plans will be subject to review under the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA) and specifically the Section 106 historical resources preservation review. Development Teams must not undertake activities which would have an adverse environmental impact or limit the choice of reasonable alternatives before completion of the CEQA/NEPA/NHPA/Section 106 review process. This review and clearance process is the joint responsibility of the Development Teams and the City.

G. *Accessibility Requirements:* Since MOHCD expects to provide all Projects with predevelopment funding, Development Teams will be responsible for meeting all applicable accessibility standards related to publicly-funded multifamily housing development under Section 504 of the Rehabilitation Act of 1973, the Architectural Barriers Act,

Request for Qualifications
Moderate Rehabilitation, Recapitalization and Transfer of Ownership of Existing Housing

the Americans with Disabilities Act, and certain statutes and regulations of the City and County of San Francisco. At least Ten Percent (10%) of all rehabilitated units must be adaptable.

H. *Relocation Requirements*: Any temporary relocation necessary for completing the rehabilitation of converted units must comply with the Uniform Relocation Act and its implementing regulations (49 CFR Part 24). In addition, pursuant to the San Francisco Administrative Code Section 39.1 through 39.9, any relocation plan related to the rehabilitation of units undertaken with financial assistance from the City must be presented to the City agency providing that assistance for review at least 30 days prior to its implementation.

I. *Prevailing Wages*: The Davis-Bacon Act applies to all “initial repairs” or rehabilitation work identified in the Financing Plan associated with the conversion of units under RAD but not to subsequent repairs that may be needed from time to time to maintain the units.

J. *Sustainable Design*: The RAD program instructions include Green Building and Energy Efficiency requirements if rehabilitation plans include the replacement of systems and/or appliances. See the RAD Notice p. 22 for more detail.

The City seeks to maximize the overall sustainability of the Project to the extent possible through the integrated use of innovative and “green” building elements. Development concepts that improve indoor air quality, reduce resource consumption, approach zero-energy consumption and concepts that incorporate LEED (Leadership in Energy and Environmental Design), Enterprise Green Communities, Build It Green or have a Green Point Rated score of 100 are desired. Building features considered green or sustainable may include natural ventilation, daylighting, water conservation, and use of resource-efficient and healthy materials. Additionally, net-positive and multi-building sustainability strategies are highly encouraged; such strategies could include shared building systems, integration of the Project into an EcoDistrict plan or on-site energy generation and storage. Among other resources, respondents may obtain more information at <http://www.enterprisecommunity.com/solutions-and-innovation/enterprise-green-communities/resources/tools>, <http://www.greenaffordablehousing.org/>. and www.ecodistricts.org.

J. *Historic Preservation*: The disposition of all properties must include adequate and legally enforceable restrictions or conditions to ensure long-term preservation of the properties’ historic significance. Upon execution of any instrument affecting title and use of the property, the developer will seek a determination of eligibility for listing on the National Register of Historic Places through the Mayor’s Office of Housing and Community Development in accordance with the Programmatic Agreement By and Among the City and County of San Francisco, the California State Historic Preservation Officer, and the Advisory Council on Historic Preservation Regarding Historic Properties Affected By Use of Revenue from the Department of Housing and Urban Development Part 58 Programs and United States Advisory Council on Historic Preservation Regulations for Protection of Historic Properties 36 CFR Part 800.

C. RFQ RESPONSE EVALUATION

(1) **Development Team Threshold Characteristics**: The proposed Development Team must include:

- At least one community-based non-profit development entity, defined as a nonprofit organization whose mission includes the development of affordable housing or economic development in low income communities, with experience developing housing for very low income families and individuals in San Francisco;
- A property management entity with experience managing low and very low income affordable housing in San Francisco, in a culturally competent manner;
- At least one community-based service-providing entity with experience providing culturally competent services appropriate to the target population and in the neighborhood of the cluster of public housing proposed for re-development. The primary service providers for family housing are expected to be family support providers (including Family Resource Centers and neighborhood centers). The primary service providers for senior/disabled housing are expected to be either a citywide service provider or neighborhood-based senior centers. Letters of Intent or

Request for Qualifications
Moderate Rehabilitation, Recapitalization and Transfer of Ownership of Existing Housing

Memoranda of Understanding from service providers and property management entities must be submitted with the application, if applicable.

- An architecture/engineering team (including mechanical, electrical and structural engineers) with experience in the occupied and/or phased rehabilitation of multifamily housing in San Francisco. While the team's LBE status will not be considered in scoring responses to this RFQ, it will be counted toward the project's overall procurement goals, which will be set at a later date.

(2) Development Team Threshold Experience and Capacity Qualifications:

Threshold Experience Qualifications for development, ownership and property management are defined in terms of the number of Qualifying Projects that the Development Team or Development Team's agents and partners have been involved in.

For Development Experience: A Qualifying Development Project is defined as an affordable rental housing development (either rehabilitation or new construction) similar in number of units ("Size") and type of building (low, mid- or highrise) to the largest project in the Cluster of public housing respondent is planning to acquire and rehabilitate. See Exhibit A for information about each Cluster's relevant characteristics.

The respondent can qualify for development experience by partnering or contracting with a developer or development consultant for comprehensive development management services. Development management services should include financial packaging, selection of other consultants, selection of construction contractor and property management agent, oversight of architectural design, construction management, and consultation on major aspects of the development process

At a minimum the respondent must have completed:

- at least one Qualifying Development Project in the past 5 years in San Francisco;
- at least one project in San Francisco using Low Income Housing Tax Credits;
- at least one project in any location for the same target population; and
- at least one occupied rehabilitation project in any location.

These Threshold development experience requirements may be satisfied by one Qualifying Development Project, or by multiple projects as long as respondent can demonstrate experience with developing housing with all of the relevant characteristics.

For Ownership Experience: A Qualifying Ownership Project is defined as an affordable rental housing development in San Francisco similar in size (number of units), and target population to the Cluster of public housing respondent is planning to acquire and rehabilitate.

At a minimum respondent must that owned at least one Qualifying Ownership Project for at least five years. For Clusters that include both family buildings and senior buildings, one Qualifying Ownership Project of each type must be identified to meet the Threshold Experience Qualifications.

For Property Management Experience: A Qualifying Management Project is defined as an affordable rental housing development in San Francisco similar in size (number of units), and target population to the Cluster of public housing respondent is planning to acquire and rehabilitate. For Clusters that include both family buildings and senior buildings, one Qualifying Management Project of each type must be identified to meet the Threshold Experience Qualifications.

At a minimum respondent or the respondent's management agent must have managed at least one Qualifying Management Project in San Francisco for at least 24 months. In addition, respondent or the respondent's management agent must have experience managing at least one project that was financed using Low Income Housing Tax Credits in San Francisco.

Request for Qualifications
Moderate Rehabilitation, Recapitalization and Transfer of Ownership of Existing Housing

These Threshold management experience requirements may be satisfied by one Qualifying Management Project, or by multiple projects as long as respondent can demonstrate experience with managing housing with all of the relevant characteristics.

Threshold Experience Qualifications for services are defined terms of the amount, location, duration, and target population of services provided by the respondent’s service provider(s).

At a minimum the respondent must have a working relationship with at least one service provider with at least 24 months experience providing supportive services to a similar population and in the same neighborhood as the population and location of the Cluster chosen by the respondent. The relationship with the service provider must be documented in an LOI or an MOU. For Clusters that include both family buildings and senior buildings, a service provider with appropriate experience with each population must be included.

The Architecture/Engineering team meets the Threshold Experience Qualifications if the lead Architectural firm has successfully completed at least two Qualifying Development Projects in San Francisco. For Clusters that include both family buildings and senior buildings, one Qualifying Development Project of each type must be identified to meet the Threshold Experience Qualifications.

Threshold Capacity Qualifications: Respondent Development Teams must document their capacity to successfully develop, own, and manage the Cluster(s) of housing they propose to redevelop and to provide appropriate support services to its residents either through staff with appropriate experience and capacity, contracted services, or collaboration with other organizations.

At a minimum, respondent must document the capacity of the lead organization to quickly assume the development, asset management and property management duties it is proposing to assume, including documenting the experience and capacity of key staff, their workloads, and the organizational structure for supporting staff. In the event that property management will be provided by another entity, that entity must document its capacity to assume its duties in a timely and efficient manner.

(3) Scoring Criteria: (100 points possible)

Vision – (10 points possible):

Proposals will be scored on the basis of the Development Team’s overall vision for undertaking the proposal, including working with residents in the social and cultural context of the Cluster of housing proposed for rehabilitation and transfer of ownership. Scoring will take into account the degree to which the proposal demonstrates an understanding of, and proposes strategies for addressing:

- the importance of preserving and improving existing public housing in the context of the City’s current housing crises;
- the variety of challenges associated with preserving the current Authority properties for the long term;
- the importance of involving residents in planning the rehabilitation and during operation of the housing and the Development Team’s strategy for doing so;
- some of the social, economic, and cultural reasons for public housing’s historic isolation from its surrounding communities and the Team’s vision for overcoming this isolation.

Development Experience and Capacity -- (30 points possible):

Proposals will be scored according to the number of Qualifying Development Projects completed. A Memorandum of Understanding with the developer partner or development consultant must be submitted with the application. The contract for development services must be acceptable to MOHCD.

2 Qualifying Development Projects completed (1 within past 5 yrs)	10 Points
3 or more Qualifying Development Projects completed (1 within past 5 yrs)	20 points
BONUS: Development Team includes a certified San Francisco Community	Additional

Request for Qualifications
Moderate Rehabilitation, Recapitalization and Transfer of Ownership of Existing Housing

Housing Development Organization (CHDO) at the time this RFQ is published.	10 points
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Management Experience – (20 points possible):

Proposals will be scored according to the number of housing developments similar in size and target population to the cluster of public housing respondent seeks to manage that the proposed property management firm has successfully managed for at least 24 months or longer. A Letter of Interest from the property management agent must be submitted with the application.

Have managed at least 2 Qualifying Management Projects for at least 24 months	10 points
Have managed 3 or more Qualifying Management Projects for at least 24 months or 2 Qualifying Projects for at least 48 months	20 points

Service Provider Experience – (20 points possible)

Proposals will be scored according to the amount of experience (length of time) the service provider has successfully provided services to a similar population to the one residing in the housing targeted for rehabilitation and conversion. This experience should include linking clients to the City’s safety net of services and supporting their efforts to access those services. A Letter of Interest from each service provider must be submitted with the application.

Service provider has provided services for at least 48 months	10 points
Service provider has provided services for more than 48 months	20 points

Resident Involvement Experience – (20 points possible)

Proposals will be scored according to developer team’s experience with meaningful tenant or community participation in the planning and implementation of their development work and in the operations, management and services of the housing they have developed in San Francisco. Points will be awarded for experience in the activity with the highest points among the first three categories of activities listed below plus Bonus points as appropriate.

Experience leading one or more community planning processes related to development of housing	5 points
Experience providing opportunities for tenant participation in planning rehabilitation of existing affordable housing.	10 points
Experience providing opportunities for resident participation in planning operations or services in affordable housing.	15 points
BONUS: Experience in providing resident employment opportunities either during construction or in operating activities or services in affordable housing.	Additional 5 points

D. SUBMITTAL CONTENTS

Respondents’ Statement of Qualifications should be submitted by email and organized as follows:

1. Summary:

1.1. *Cluster(s)* Identify which cluster of Projects is proposed for rehabilitation, recapitalization and transfer of ownership. NOTE: Respondents who propose to rehabilitate and convert more than one Cluster must submit a separate response to this RFQ for each Cluster unless the proposed Development Team is identical for each Cluster.

1.2. *Development Team:* Provide name of organization, names of Director and primary contact persons with phone numbers and email addresses for each of the following.

- Lead Developer

Request for Qualifications
Moderate Rehabilitation, Recapitalization and Transfer of Ownership of Existing Housing

- Co-Developer (if applicable)
- Property Manager
- Services Provider(s)
- Architect and Engineering Team

2. Threshold Experience and Capacity Qualifications: Provide identifying information about the Qualifying Projects associated with each member of the Development Team, including the size, location, completion date, target population and funding sources of each Qualifying Development Project.

2.1. Developer and/or Co-Developer:

Development Experience: Identify at least one Qualifying Development Project completed within the past five years in San Francisco that is similar in size and type of building to the largest building in the Cluster(s) selected for redevelopment, including its number of units, building type, completion date, location, target population and financing sources. If that Qualifying Development Project did not involve financing with Low Income Housing Tax Credits or did not target the appropriate population(s) for your proposal, or did was not an occupied rehab project, provide identifying information for additional projects to document the Team's experience in those areas.

Development Capacity: Describe the relevant experience and capacity of the key personnel to be involved in development activities, including particularly lead project management staff, their current and projected workloads, and the organizational structure that supports them.

Ownership Experience: Identify at least one Qualifying Ownership Project, similar in size and target population to the largest building in the Cluster selected for redevelopment, including its number of units, completion date, location and target population. If the Cluster chosen for rehabilitation/conversion includes more than one population type one Qualifying Ownership Project of each type must be identified.

Ownership Capacity: Describe the current asset management structure, staffing, and portfolio of the organization that will assume ownership of the Cluster selected for conversion/acquisition, and its capacity for assuming asset management of an expanded portfolio once conversion/acquisition is complete.

2.2. Property Manager:

Property Management Experience: Identify a Qualifying Management Project managed for at least 24 months, including location, resident population, project size and capital financing sources, and relevant dates of service. If the Cluster chosen for rehabilitation/conversion includes more than one population type one Qualifying Management Project of each type must be identified. If the Qualifying Management Projects identified were not financed with Low Income Housing Tax Credits, identify an additional project in San Francisco with that characteristic and including the same identifying information.

Property Management Capacity: Describe the experience and capacity of key property management staff, including their length of service, workloads, the organizational structure that supports them, and the organization's capacity to assume property management of the Cluster selected for conversion/acquisition.

2.3. Services Provider(s): Describe the length of time, location, type of services and population for which supportive services have been provided for at least 24 months, including a brief summary of services provided, how clients' needs are assessed and how a plan for addressing those needs is developed; if the Cluster chosen for rehabilitation/conversion includes more than one population type a service provider appropriate for each type must be identified. Provide documentation of quality of services provided as such as contract monitoring reports or funding source evaluations. Demonstrate effectiveness in linking and supporting clients in their use of the City's safety net services. Provide history of successful services contracts with City Departments.

Request for Qualifications
Moderate Rehabilitation, Recapitalization and Transfer of Ownership of Existing Housing

2.4. Architecture/Engineering Team: Identify at least two Qualifying Development Projects completed in San Francisco, similar in size and building type to the largest building in the Cluster(s) selected for redevelopment.

3. Scoring Documentation:

3.1. Vision: Describe the Development Team's overall vision for undertaking the proposed rehabilitation, management and ownership of the proposed Cluster of housing, including why preserving this housing is important; what challenges are likely to arise over the short and long term; how residents' involvement can be facilitated throughout the process both during project planning and over the long term; and how the Team views the challenges and strategies for re-establishing connections between the housing's residents and the surrounding community. *[Please limit this response to no more than 2 pages.]*

3.2. Additional Development Experience and Capacity: Identify additional Qualifying Development Projects including the size (number of units), type of building (low, mid- or highrise), location, completion date, target population and funding sources of each Qualifying Project.

3.3. Additional Property Management Experience: Identify additional Qualifying Management Projects managed including the size, location, population and length of time managed for each Qualifying Management Project.

3.4. Additional Services Experience: Describe any experience with providing appropriate services (including how clients' needs are assessed and a plan for addressing those needs is developed) for the target population of the housing chosen for rehabilitation and conversion that exceeds the threshold 24 month requirement. Provide documentation of the length of time, type of services and quality of services provided as such as contract monitoring reports or funding source evaluations.

3.5. Resident Involvement Experience: Describe the Development Team's experience, including relevant dates, locations, project descriptions (size and population of the housing that community members and/or residents were involved in planning, building or operating), processes and outcomes for each of the following that apply: *[Please limit this response to no more than 2 pages.]*

- 3.5(a). Community Planning of construction or rehabilitation of affordable housing.
- 3.5(b). Resident participation in planning construction or rehabilitation of affordable housing.
- 3.5(c). Resident participation in planning or programing operations or services.
- 3.5(d). Resident employment in construction, operations or services in affordable housing.

4. Attachment A: Certification of Eligibility

E. SELECTION PROCESS

1. **Threshold**: Authority staff will review each submittal to confirm the contents are complete, and that the Threshold Team Characteristics and Experience requirements are met. Submittals which are incomplete or do not meet the Threshold requirements may not be reviewed.
2. **Selection Panel**: Each complete submittal will be reviewed and scored by an Evaluation Panel comprised of Authority staff responsible for development and for finance, representatives of other City departments and agencies, and other non-Authority parties.
3. **Interviews**: After review and scoring of the written submittals using the Evaluation Criteria, the Evaluation Panel may conduct interviews with respondents for purposes of clarifying a Development Team's experience and/or other elements of the submittal, particularly if more than one respondent has chosen the same Cluster or Clusters for rehabilitation and conversion and the scoring, in the opinion of the Evaluation Panel, is very close. The Evaluation Panel may choose to adjust the scoring of a Development Team's submittal following such an interview.

Request for Qualifications

Moderate Rehabilitation, Recapitalization and Transfer of Ownership of Existing Housing

4. **Commission Approval:** The submittals recommended for approval will be presented to the San Francisco Housing Authority Commission (Commission). The Authority staff may provide the Commission with both a summary and a more detailed analysis of the RFQ responses. At the Commission meeting, the Development Team may be asked to make a public presentation of its qualifications and prior experience, and vision for implementation of its proposal. The Commission may take action authorizing negotiations with selected developers for an Exclusive Negotiating Rights Agreement (“ENRA”) or other comparable agreement for each cluster of development sites. The ENRA is expected to lead to an Option to Ground Lease, Purchase and Sale Agreement for the existing improvements, and an executed Ground Lease.

Request for Qualifications
Moderate Rehabilitation, Recapitalization and Transfer of Ownership of Existing Housing

F. IMPORTANT DATES AND SUBMITTAL DEADLINE

1. Pre-Submittal Meeting: **1:00 PM to 4:00 PM on Wednesday, February 5, 2014**, at the Mayor's Office of Housing and Community Development, 1 South Van Ness Avenue, 2nd Floor Atrium, San Francisco.

The meeting will include a one-hour presentation from 1PM to 2PM on the RAD program overall, as well as specific information related to the RFQ. Prospective respondents will have the opportunity to ask clarifying questions at this meeting and/or by email to **Lydia Ely (lydia.ely@sfgov.org)**. All questions and their answers will be posted on the MOHCD website.

2. Site Visits: One hour visits to Year One Projects will be provided to prospective respondents by the Authority at a time to be determined.
3. Submittal Deadline: **4:00 PM on Friday, February 21, 2014.**

Email complete response including attachments to:

**Rene Latosa, SF Housing Authority -- latosar@sfha.org; and
Lydia Ely, Mayor's Office of Housing and Community Development -- lydia.ely@sfgov.org**

4. Evaluation and Selection: Subject to approval by the Commission, selections will be completed by March 6, 2014.

G. RESERVATION OF RIGHTS

The Authority reserves the right at any time, in its sole discretion and for any reason, to do any or all of the following:

- a. Waive or correct any immaterial defect or technical error in any response;
- b. Reject any and all responses, including disqualifying any submittal on the basis of any real or apparent conflict of interest;
- c. Request that certain or all respondents to this RFQ supplement or modify certain aspects of the information or responses submitted;
- d. Reissue the Request for Qualifications;
- e. Extend deadlines for accepting submittals or request amendments to submittals after the stated deadlines.

H. PROTESTS

Any person or responder who disputes the decision to select a specific Development Team for purposes of rehabilitating, converting, owning and operating one or more clusters of public housing under this RFQ may file a written notice of protest with the Contracting Officer for the Authority.

a. Filing the Protest: The person or responder must file the protest in writing within five (5) working days of the date of the letters of selection or the notification to unsuccessful responders by delivering the written protest to Rene Latosa at the address above with a copy delivered by the same deadline to Olson Lee, Director of MOHCD, 1 South Van Ness Avenue, San Francisco, CA 94103.

b. Response to Protest: Upon receipt of a notice of protest which has been timely filed, the execution of an ENRA with the Developer whose selection has been protested will be delayed until the protest is resolved. Authority will consider the protest taking into account the specifics of the disputed Selection particularly the manner in which the RFQ Response Evaluation Criteria were applied by the Selection Panel along with any other material facts that may apply in the opinion of the Authority staff.

Request for Qualifications
Moderate Rehabilitation, Recapitalization and Transfer of Ownership of Existing Housing

c. *Resolution*: The Authority may request such other information pertaining to the matter as deemed appropriate. Within five working days of the date of receipt of the written protest, the Authority will notify the person or responder making the protest of its decision.

ATTACHMENT A: CERTIFICATION OF ELIGIBILITY (To be submitted with Response to RFQ)

This is to certify that _____
(Firm's Name)

involved with this work, is not debarred, suspended, or otherwise prohibited from contracting by any Federal, State, or Local Agency.

(Signature)

(Title)

(Date)

Request for Qualifications
Moderate Rehabilitation, Recapitalization and Transfer of Ownership of Existing Housing

Exhibits for Reference

EXHIBIT A: List of Available Clusters

EXHIBIT B: SF RAD Conversion and Rehabilitation Schedule

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

EXHIBIT D: Insurance Requirements

EXHIBIT E: SFHA Section 3 Requirements

Request for Qualifications
Moderate Rehabilitation, Recapitalization and Transfer of Ownership of Existing Housing

EXHIBIT A: List of Available Clusters

PHASE ONE					
	<i>Project</i>	<i>Type</i>	<i>Population</i>	<i>Number of Units</i>	
1	CHINATOWN 990 Pacific 227 Bay	Midrise Low-Midrise	Senior Senior	92 51	
2	W ADDITION 1 Robert B. Pitts	Walk up	Family	203	
3	W ADDITION 2 939 Eddy 951 Eddy	Midrise Midrise	Senior Senior	36 24	
4	TENDERLOIN/ SOMA 430 Turk 666 Ellis	Highrise Highrise	Senior Senior	89 100	
5	BERNAL HEIGHTS Holly Courts	Walk up	Family	118	
6	MISSION/CASTRO 462 Duboce 255 Woodside 25 Sanchez	Mid-Highrise Highrise Mid-Highrise	Senior Senior Senior	42 110 90	
7	CALIFORNIA CORRIDOR 1880 Pine 345 Arguello St. 491 31st	Highrise Mid-Highrise Mid-Highrise	Senior Senior Senior	113 69 75	
8	SOUTHEAST Hunter's Point E/W	Townhome	Family	213	
PHASE TWO					
	<i>Project</i>	<i>Type</i>	<i>Population</i>	<i>Number of Units</i>	
1	CHINATOWN Ping Yuen Ping Yuen North	Highrise Highrise	Family Mixed	234 200	
2	W ADDITION 1 Westside Courts	Midrise	Family	136	
3	W ADDITION 2 Rosa Parks 1750 McAllister	Highrise Highrise	Senior Senior	198 97	
4	TENDERLOIN/ SOMA 320 & 330 Clementina 350 Ellis	Highrise Highrise	Senior Senior	276 96	
5	BERNAL HEIGHTS Alemany	Townhome	Family	158	
6	MISSION/CASTRO 3850 18th St. Mission Dolores	Mid-Highrise Highrise	Senior Senior	107 92	
7	CALIFORNIA CORRIDOR Kennedy Towers 1760 Bush 2698 California St	Highrise Mid-Highrise Midrise	Senior Senior Senior	98 108 40	
8	SOUTHEAST Westbrook Apartments	Townhome	Family	226	

Request for Qualifications
Moderate Rehabilitation, Recapitalization and Transfer of Ownership of Existing Housing

EXHIBIT B
SF RAD Conversion and Rehabilitation Schedule

TASK OR EVENT	TARGET DATE	RESPONSIBLE AGENCY	NOTES
HUD approves SFHA applications, provides CHAP (Commitment to HAP) for 14 Phase One projects	1/6/2014		Done
Submit evidence of development team capacity and experience.	2/28/2013	MOHCD/SFHA	Use RFQ Responses
Amend Five Year plan, Annual Plan, ACOP, Section 8 plan.	6/6/2014	SFHA	Process to include public notice and Resident Advisory Board requirements
Provide Lender's conditional commitment letter including terms, amount, sources & uses, Cashflow	6/15/2014	MOHCD/SFHA	May be conditioned on due diligence, underwriting and approval process.
Submit PCAs, environmental reports, appraisal, survey, pro forma title insurance; certify that all due diligence has been performed for/received by Lender	9/1/2014	MOHCD/SFHA	
Apply for bond allocations, 4% tax credits; Provide completed Relocation Plan.	1/15/2015	Dev. Team	
Certify that project has applied for bonds and credits; 10 days after approval, let HUD know of notification of award; submit Part 58 Environmental Review, Relocation Plan	1/15/2015	MOHCD/SFHA	
Complete Draft Financing documents for submittal to HUD	2/1/2015	Dev. Team	Through MOHCD/SFHA
Complete Financing Plan, Preliminary Title Insurance policy for submittal to HUD	3/15/2015	Dev. Team	Through MOHCD/SFHA
Apply for Phase Two RAD Projects	3/27/2015	MOHCD/SFHA	
Approve Financing Plan; issue RAD Conversion (RCC)	5/15/2015	HUD	Up to 30 add'l days to make correction if required by HUD
Submit evidence of firm commitment of all financing needed for closing.	5/15/2013	Dev. Team	Through MOHCD/SFHA
Close construction, land lease, RAD conversion	6/15/2015	Dev. Team	No later than 90 days from RCC
Complete rehabilitation of Phase One Projects	12/15/2016	Dev. Team	No later than 18 months from closing

Request for Qualifications
Moderate Rehabilitation, Recapitalization and Transfer of Ownership of Existing Housing

EXHIBIT C

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

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

Accessibility:

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

Screening

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

Eviction

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

Appeals

- Owners should put in place fair procedures for residents to appeal actions with adverse consequences such as rent increases and subsidy terminations, and for adjudicating grievances against owners and managers.

Request for Qualifications
Moderate Rehabilitation, Recapitalization and Transfer of Ownership of Existing Housing

- Owners and managers should work with outside agencies, including social service providers, legal advocates and community groups whenever possible to resolve tenant issues.

Resident Organizing/Involvement

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

Request for Qualifications
Moderate Rehabilitation, Recapitalization and Transfer of Ownership of Existing Housing

EXHIBIT D
Insurance Requirements

Subject to approval by the San Francisco Housing Authority's Contract/Procurement Officer of the insurers and policy forms Developer must obtain and maintain, or caused to be maintained, the insurance and bonds as set forth below throughout the Compliance Term of this Agreement at no expense to the Housing Authority:

1. Developer, Contractors.

(a) to the extent Developer or its contractors and subcontractors have "employees" as defined in the California Labor Code, workers' compensation with employer's liability limits not less than One Million Dollars (\$1,000,000) each accident;

(b) commercial general liability insurance, with limits set forth below, combined single limit for bodily injury and property damage, including coverage for contractual liability; personal injury; fire damage legal liability; advertisers' liability; owners' and contractors' protective liability; broad form property damage; explosion, collapse and underground (XCU); products and completed operations, as follows:

(i) not less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) annual aggregate limit before the start of demolition/construction if the Site is unoccupied;

(ii) not less than Five Million Dollars (\$5,000,000) combined single limit per occurrence and Ten Million Dollars (\$10,000,000) annual aggregate limit during demolition/construction and occupancy of the Site/ongoing operations of the Project;

(c) business automobile liability insurance, with limits not less than One Million Dollars (\$1,000,000) each occurrence, combined single limit for bodily injury and property damage, including owned, hired and non-owned auto coverage, as applicable;

(d) professional liability insurance for all architects employed in connection with the Project, with limits not less than Two Million Dollars (\$2,000,000) (or, in the case of any other professionals, \$1,000,000) each claim and Four Million Dollars (\$4,000,000) annual aggregate limit for architects and Two Million (\$2,000,000) annual aggregate for any other professionals with respect to negligent acts, errors or omissions in connection with professional services to be provided in connection with the Project. Any deductible over Fifty Thousand Dollars (\$50,000) each claim must be reviewed by the Housing Authority; and

(e) crime policy or fidelity bond covering Developer's officers and employees against dishonesty with respect to the Funds, in the amount of Seventy Five Thousand Dollars (\$75,000) each loss, with any deductible not to exceed Five Thousand Dollars (\$5,000) each loss, including the Housing Authority as additional obligee or loss payee.

(f) Pollution Liability and/or Asbestos Pollution Liability: Pollution Liability and/or Asbestos Pollution Liability applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year, this coverage shall be endorsed to include Non-Owned Disposal Site coverage. This policy may be provided by the Tenant's contractor to maintain these minimum limits for no less than three (3) years beyond completion of the Project.

2. Property Insurance. Developer must maintain, or cause its contractors and property managers, as appropriate for each, to maintain, insurance and bonds as follows:

(a) during the course of any construction, builders' risk insurance, special form coverage, excluding earthquake and flood, for one hundred percent (100%) of the replacement value of all completed improvements and Housing Authority property in the care, custody and control of Developer or its contractor,

Request for Qualifications
Moderate Rehabilitation, Recapitalization and Transfer of Ownership of Existing Housing

including coverage in transit and storage off-site, with a deductible not to exceed Ten Thousand Dollars (\$10,000) each loss, including the Housing Authority and all subcontractors as loss payees;

(b) property insurance, special form coverage, excluding earthquake and flood, but including vandalism and malicious mischief, for one hundred percent (100%) of the replacement value of all furnishings, fixtures, equipment, improvements, alterations and property of every kind located on or appurtenant to the Site, including coverage for loss of rental income due to an insured peril for twelve (12) months, with a deductible not to exceed Ten Thousand Dollars (\$10,000) each loss, including the Housing Authority as a named insured;

(c) boiler and machinery insurance, comprehensive form, in the amount of replacement value of all insurable objects, with any deductible not to exceed Ten Thousand Dollars (\$10,000) each loss, including the Housing Authority as a named insured; and

(d) during construction and/or rehabilitation, performance and payment bonds of contractors, each in the amount of one hundred percent (100%) of contract amounts, naming the Housing Authority and Developer as dual obligees, or other completion security approved by the Housing Authority in its sole discretion.

3. Commercial Space. Developer must require that all nonresidential tenants' liability insurance policies include Developer and the Housing Authority as additional insureds, as their respective interests may appear. Throughout the term of any lease of Commercial Space in the Project, Developer must require commercial tenants to maintain insurance as follows:

(a) to the extent the tenant has "employees" as defined in the California Labor Code, workers' compensation insurance with employer's liability limits not less than One Million Dollars (\$1,000,000) each accident;

(b) commercial general liability insurance, with limits not less than One Million Dollars (\$1,000,000) each occurrence, combined single limit for bodily injury and property damage, including coverage for contractual liability; personal injury; advertisers' liability; including coverage for loss of income due to an insured peril for twelve (12) months; owners' and contractors' protective; broadform property damage; explosion, collapse and underground (XCU); products and completed operations coverage;

(c) business automobile liability insurance, with limits not less than One Million Dollars (\$1,000,000) each occurrence, combined single limit for bodily injury and property damage, including owned, hired and non-owned auto coverage, as applicable;

(d) with respect to any tenant who has (or is required by Law to have) a liquor license and who is selling or distributing alcoholic beverages and/or food products on the leased premises, to maintain liquor and/or food products liability coverage with limits not less than One Million Dollars (\$1,000,000), as appropriate;

(e) special form coverage insurance, including vandalism and malicious mischief, in the amount of 100% of the full replacement cost thereof, covering all furnishings, fixtures, equipment, leasehold improvements, alterations and property of every kind of the tenant and of persons claiming through the tenant; and

(f) full coverage plate glass insurance covering any plate glass on the commercial space.

4. General Requirements.

(a) General and automobile liability policies of Developer, contractors, commercial tenants and property managers must include the Housing Authority, including its Boards, commissions, officers, agents and employees, as an additional insured by endorsement acceptable to the Housing Authority.

(b) All policies required by this Agreement must be endorsed to provide no less than thirty (30) days' written notice to the Housing Authority before cancellation or intended non-renewal is effective, mailed to the following address:

Request for Qualifications
Moderate Rehabilitation, Recapitalization and Transfer of Ownership of Existing Housing

San Francisco Housing Authority
1815 Egbert Street
San Francisco, CA 94124
Attention: Contract/Procurement Division

(c) With respect to any property insurance, Developer hereby waives all rights of subrogation against the Housing Authority to the extent of any loss covered by Developer's insurance, except to the extent subrogation would affect the scope or validity of insurance.

(d) Approval of Developer's insurance or of Developer's contractors, subcontractors, architects or consultants by the Housing Authority will not relieve or decrease the liability of Developer, Developer's contractors, subcontractors, architects or consultants under this Agreement.

(e) Any and all insurance policies called for herein must contain a clause providing that the Housing Authority and its officers, agents and employees will not be liable for any required premium.

(f) The Housing Authority reserves the right to require an increase in insurance coverage in the event the Housing Authority determines that conditions show cause for an increase, unless Developer demonstrates to the Housing Authority's satisfaction that the increased coverage is commercially unreasonable and unavailable to Developer.

(g) All liability policies must provide that the insurance is primary to any other insurance available to the additional insureds with respect to claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought and that an act of omission of one of the named insureds that would void or otherwise reduce coverage will not void or reduce coverage as to any other insured, but the inclusion of more than one insured will not operate to increase the insurer's limit of liability.

(h) Any policy in a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are included in the general annual aggregate limit must be in amounts that are double the occurrence or claims limits specified above.

(i) All claims based on acts, omissions, injury or damage occurring or arising in whole or in part during the policy period must be covered. If any required insurance is provided under a claims-made policy, coverage must be maintained continuously for a period ending no less than three (3) years after recordation of a notice of completion for builder's risk or the Compliance Term for general liability and property insurance.

(j) Developer must provide the Housing Authority with copies of endorsements for each required insurance policy and make each policy available for inspection and copying promptly upon request.

EXHIBIT E
SFHA Section 3 Requirements

The Housing Authority of the City and County of San Francisco (SFHA) requires compliance with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, and its accompanying regulations in 24 CFR 135 (hereinafter called Section 3).

Related Documents:

1. 24 CFR 135.
2. Appendix to 24 CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents.
3. General Conditions of the Contract for Construction, HUD-5370 (4/2002), Clause 40.
4. General Contract Conditions, Non-Construction, HUD-5370-C (5/92), Clause 19.

SFHA COMMISSION RESOLUTION NO. 4967

- A. SFHA Commission Resolution No. 4967 adopted February 22, 2001, increases the Section 3 requirements contained in 24 CFR Part 135 to require that residents of SFHA public housing constitute a minimum of twenty-five percent (25%) of the total workforce (calculated by person-hours).
- B. Covered Contracts: Construction contracts over \$25,000 and non-construction contracts over \$50,000.
- C. Compliance: The contractor's good faith efforts will be evaluated by the SFHA Contracting Officer using Appendix to 24 CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents. Non-compliance can result in penalties of \$45.00 per hour for shortfalls in hours worked by residents, breach of contract, or termination, as described in Resolution No. 4967.
- D. Related Documents:
 1. SFHA Commission Resolution No. 4967 adopted February 22, 2001.
 2. Appendix to 24 CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents.

Documents referenced herein are on file at the SFHA Contract and Procurement Division, 1815 Egbert Avenue, (415-715-3210). Copies will be furnished upon request. The documents are also available at the SFHA web site, www.sfha.org.

Request for Qualifications
Moderate Rehabilitation, Recapitalization and Transfer of Ownership of Existing Housing

PUTNAM GARDENS RESIDENT RELOCATION and UNIT ASSIGNMENT POLICIES AND PROCEDURES AGREEMENT

Table of Contents

1: Why Are Relocation Policies and Procedures Needed?.....	2
2: Who is Responsible for Relocation?	4
3: Who is Eligible for Relocation Benefits and Assistance?.....	6
4: Will Anyone Be Permanently Displaced from Putnam Gardens?	7
5: Can Residents Return to the Same Apartment?	7
6: What Relocation Options Will be Available?	8
7: How Will Households Select Their Relocation Housing Option?	14
8: How Will Relocation Apartments be Assigned?.....	16
9: How and When Will the Move Happen and Who Will Pay for it?.....	17
10: What Happens When Putnam Gardens Construction is Finished? What Rules Apply?.....	24
11: What Information Will Tenants Receive?.....	28
12: What Happens to the Putnam Gardens Tenants Association?	28
13: What Happens If There Is a Problem or a Complaint?	29

Attachments

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

1: Why Are Relocation Policies and Procedures Needed?

The purpose of this Relocation Plan is to establish policies and procedures for the vacating and reoccupying of units at Putnam Gardens in connection with the Cambridge Housing Authority's (CHA) planned revitalization of the building's exterior, systems, and finishes. The intent of this plan is to facilitate the construction work while, to the greatest extent possible, minimizing the impact the relocation will have on the residents of Putnam Gardens. There being no tenant council at Putnam Garden, the Putnam Gardens Relocation Committee (PGRC) was formed to negotiate this Plan with the Cambridge Housing Authority. All Putnam Garden tenants were invited to be participants on the PGRC. See Attachment A for a list of PGRC members.

The Cambridge Housing Authority, utilizing the Rental Assistance Demonstration (RAD) program and funding provided by the low-income housing tax credit (LIHTC) program and private financing, is planning the renovation of the existing units at Putnam Gardens. The planned scope of the construction is extensive and includes building exterior repairs, site lighting, new trash collection sheds, major interior unit improvements, fire protection, and heating and electrical system improvements. The CHA estimates that the construction costs for Putnam Gardens will be approximately \$20 million.

The construction work¹ will consist of multiple phases lasting a total of about 48 months starting in the beginning of January 2015 and ending around December 2018. The Interior work in units will begin in approximately April 2015 (which means that those residents in phase 1 must be relocated by April 1, 2015). The temporary relocation period will vary depending on whether or not the resident moves off-site for the construction period. It is projected that the renovation of each phase will last about 4-5 months. See Attachment C.

CHA will not require any Putnam Gardens resident to move permanently from Putnam Gardens as a result of this renovation. **However, all Putnam Gardens households will be required to move out of their current apartment temporarily for some period to allow renovations to be completed in the apartment.** CHA recognizes that some residents may wish to move off-site during the construction period, and will work to accommodate those requests to the maximum extent feasible. Any resident who chooses to relocate off-site will be guaranteed the option to return to Putnam Gardens once the construction work is complete per the terms outlined in this Agreement. **In addition, all Putnam Gardens households will have the right to return to their current apartment after renovation of that phase (so long as that apartment remains the appropriate size).**

¹ This is the CHA's schedule for the project as of 10/10/2014. If there are any significant changes to the schedule, the CHA shall notify all Putnam Gardens residents in writing as soon as possible.

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

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

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

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

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

2: Who is Responsible for Relocation?

The following agencies and individuals have responsibility for the Putnam Gardens relocation program:

U.S. Department of Housing and Urban Development (HUD) — serves as the federal funding agency for the Project.

Cambridge Housing Authority (CHA) — provides the day-to-day management of the Putnam Gardens and will act as the Relocation Advisory Agency providing overall coordination of the relocations during construction. Through the use of CHA staff or consultants, CHA will manage the details of the tenant relocations and construction. CHA will secure the necessary contracts to achieve the relocations, will pay for the tenant relocations and assist the tenants during the moves.

Relocation Coordination Manager (RCM) — for the purpose of the Putnam Gardens Relocation Agreement, CHA will identify a primary point of contact for coordinating the tenant relocations including moves on site, moves off site, and moves back to Putnam Gardens after a phase or the entire construction is complete. The RCM will be responsible for the following:

- Issue a notice of non-displacement.
- Serve as the point of contact (liaison) among the tenants, the architect, the general contractor and the other parties involved in the relocation and construction for the Project. As the liaison, the RCM will oversee the general coordination of activities to minimize the impact of the relocation on the tenants.
- Maintain the overall schedule for the relocations. As part of this effort, the RCM will coordinate with CHA's Planning and Development Department to monitor the construction schedule and provide timely notice to the tenants of changes in the proposed relocation schedule.
- Solicit bids and secure contracts with several moving companies and a cleaning company to ensure a fully coordinated and smooth relocation of the tenants.
- Oversee meetings to be conducted to brief the tenants on the relocation plans. At the tenant meeting(s), the RCM will explain the relocation process, outline the schedule and discuss the logistics of the relocation.
- Prepare a "relocation package" for the tenants to include the following (after first providing copies to PGRC for review and comment):
 - A brief description of the relocation process (mover, utilities, etc.).
 - Contact persons and telephone numbers to use during the relocation.
 - US Mail change of address package.

- Notification form with dates for the relocation. (Note: This form is to be signed by the tenant.)
 - Relocation checklist.
 - Inspection checklist.
 - Unit Plans (of the Putnam Gardens after construction).
 - Description of the plans for the newly renovated Putnam Gardens.
 - Claim Form and a description of the Tenants' "rights" as they pertain to this Plan including the right to return to the Tenant's current unit after it is renovated
- Notify each tenant in writing at least 90 calendar days (3 months) before the relocation.
 - Establish the schedule for activities and coordinate the logistics to accomplish the tenant relocations.
 - Forward a follow-up letter to the tenant 30 calendar days after each move advising the tenant to contact the RC if there are any outstanding issues as a result of the relocation.
 - Meet with PGRC, the Alliance of Cambridge Tenants (ACT) and Cambridge Economic Opportunity Committee (if available) on a regular basis to insure smooth implementation of this Agreement.

Relocation Coordinator (RC) — for the purpose of the Putnam Gardens Agreement, CHA will identify a Relocation Coordinator who will serve as the "staff" to the RCM. The RC will be responsible for the following which applies to moves on site, as well as moves from Putnam Gardens and moves back to Putnam Gardens:

- Serve as the day-to-day contact person with the individual tenants during the relocation;
- Meet privately with the individual tenants (on a one-to-one basis in their apartment if requested) to discuss the particular relocation schedule, process, and logistics;
- Report directly to the RCM for related job assignments;
- Schedule the mover and provide information and/or assistance with the transfer of the utilities;
- Notify the tenant in writing 30 calendar days prior to the actual relocation;
- Prior to the move, schedule a time with the tenant to visit the new unit and obtain a signature that the walk-through occurred;
- Meet with the tenant within five (5) business days after moving into their new apartment and prepare a Statement of Condition;

- For newly renovated Putnam Gardens units, provide the Statement of Conditions to the RCM for action if necessary by the architect and/or contractor;
- Meet with the tenant again within five (5) business days to discuss status of the Statement of Conditions and relocation. Verify necessary utilities have been successfully transferred;
- Serve as the "helping hands" and "friendly face" to the tenants during the relocation; and
- Provide Putnam Gardens residents with a voucher with referrals to Owners interested in renting apartments to voucher holders when units are available.

The RCM and RC are part of the CHA's Operations Department. The CHA is in the process of hiring a person to serve as either the RCM or RC. The person hired for this new position will be joined by at least one other person from the current Operations Staff to assist in the relocation effort at Putnam Gardens. CHA will act expeditiously in the hiring of this new person and, as soon as the person is hired, the CHA will notify tenants of the person's name and contact information. If the new hire is not identified by January 5, 2015 the CHA will identify a specific current CHA staff person to serve as a temporary RCM for the purpose of working with phase 1 tenants and shall contact such tenants starting January 29th, 2015.

All Putnam Gardens tenants have the right to have any other person(s) attend any meeting with the Relocation Coordination Manager (RCM) or Relocation Coordinator (RC).

3: Who is Eligible for Relocation Benefits and Assistance?

All current Putnam Gardens tenants are eligible for relocation benefits and assistance unless they are (1) evicted as described below; (2) not listed on the household's most recent lease addendum or otherwise not approved as an occupant by the CHA; or (3) left Putnam Gardens by their own choice before November 20, 2014.

Eviction: If (1) the household received a notice to quit prior to November 20, 2014 and as a result of that notice, is later evicted; or (2) the household received a notice to quit on or after November 20, 2014 for serious or repeated violation of material terms of the lease and (3) in either case, the eviction is not undertaken for the purpose of evading the obligation to make available the benefits and assistance set forth in this Agreement and the applicable state and federal relocation laws, then the head of household (and household members) are not eligible for relocation benefits and assistance after the date they are evicted. "Evicted" means physically removed from a dwelling unit by order of a court.

However, if CHA relocates a tenant who receives or has received a notice to quit alleging serious or repeated violations of material terms of his/her CHA lease, the CHA is not waiving its rights to proceed with the eviction based on that notice to quit.

Relocation benefits and assistance (including temporary and permanent housing; moving, storage

and related expenses; replacement housing expenses; the right to return to his/her original unit at Putnam Gardens after that phase is completed; and the right to return to Putnam Gardens after the construction is completed) will be provided in accordance with this Agreement and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the requirements specified in PIH Notice 2012-32, Rev 1, RAD Final Implementation Notice and PIH Notice 2014 -17 Relocation Requirements under the Rental Assistance Demonstration (RAD) Program, Public Housing in the First Component. See Attachment B for a relocation budget for Putnam Gardens.

All references to Putnam Gardens tenants/residents and households in this Agreement mean those Putnam Gardens tenants eligible as identified above.

4: Will Anyone Be Permanently Displaced from Putnam Gardens?

No residents will be permanently displaced from Putnam Gardens in order to complete the renovations. The head of each Putnam Gardens household will receive a written Notice of Non-Displacement from the Cambridge Housing Authority that he/she and all approved household members and occupants (such as personal care attendants or other persons with explicit written permission to occupy the unit) will not be displaced as part of the Putnam Gardens renovation project. The notice explicitly states that Putnam Gardens residents are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the requirements specified in PIH Notice 2012-32, Rev 1, RAD Final Implementation Notice and PIH Notice 2014 -17 Relocation Requirements under the Rental Assistance Demonstration (RAD) Program, Public Housing in the First Component. See Attachment E for Notice of Non-Displacement.

In addition, the head of each Putnam Gardens household will receive a written guarantee from the CHA that he/she and all approved household members and occupants (such as personal care attendants or other persons with explicit written permission to occupy the unit) will be able to return to his/her original unit at Putnam Gardens after that phase is completed and the right to return to Putnam Gardens after the construction is completed, provided that there is no pending eviction process for repeated or serious violations of material terms of their lease that has not been resolved by an agreement. See Attachment F. In the event that a household has been precluded from returning to Putnam Gardens due to a pending eviction process which is later adjudicated in favor of the resident and/or is later resolved by an agreement under which the resident may remain in CHA housing under specified conditions (i.e. probationary agreement), unless the agreement specifically waives the resident's right to return to Putnam Gardens, the affected family will be placed at the top of the list for a transfer to Putnam Gardens (provided that they are LIHTC eligible).

5: Can Residents Return to the Same Apartment?

All Putnam Gardens residents are guaranteed the right to move back to their original apartment provided that (1) their household still needs the same sized apartment and (2) they elect to return to

their original apartment upon completion of their apartment's renovation phase. See Attachment C. If the resident is eligible to return to his/her apartment at the end of the phase but declines, then he or she will still have the right to return to Putnam Gardens (but not to his/her original apartment) upon completion of the construction (expected to be around December 2018). See Section 6 below.

However, if a Putnam Gardens resident needs a different sized apartment than his or her original apartment, then the CHA will offer said resident a renovated apartment of the appropriate size in the same or next phase(s) where (i) that original tenant has declined to return to his/her apartment and (ii) there is no Putnam Gardens tenant with medical needs that requires that particular apartment who is due to be relocated in the longer of the next phase or within the following three months. Tenants with medical needs for a particular apartment type shall ensure that the CHA has a letter on file documenting said need(s).

As part of their initial relocation meeting(s), all tenants will need to indicate to the CHA whether they intend to return to their original apartment after the phase is concluded. The CHA recognizes that such intention may change and the tenant is not bound by his/her initial intention.

6: What Relocation Options Will be Available?

Because the CHA wants as many tenants as possible to temporarily relocate from Putnam Gardens to facilitate the renovations, all Putnam Gardens tenants (regardless of the phase they live in) will have available NOW the various relocation options described below.

As part of the Putnam Gardens renovations, every household will need to move at least once and, if they want to return to their current unit or return to Putnam Gardens from an off-site location, then they will need to move at least twice (and in a few instances depending upon the construction phasing schedule more than twice)². All members of a household will need to vacate the Putnam Gardens apartment at the same time in order to comply with the terms of the lease agreement with the CHA and to accommodate the renovations.

CHA has identified the following housing options that will be available for all Putnam Gardens residents during the construction.

1. Temporarily relocate to a friend or family's home during construction and return to Putnam Gardens after (a) his/her phase is complete³ or (b) the entire construction is complete.
2. Temporarily relocate to another CHA or CHA affiliate development during construction and return to Putnam Gardens after (a) his/her phase is complete or (b) the entire construction is

² The CHA will work to limit any instances where more than two moves by one household will be necessary.

³ For all the options allowing the tenant to move back after the construction of his/her phase is complete, see Section 5 above where the Tenant's original unit is no longer the appropriate size (i.e. has too many or too few bedrooms for the current household composition).

complete.

3. Permanently relocate to another CHA or CHA affiliate development during construction and remain at that development after the Putnam Gardens construction is complete.
4. Temporarily relocate off site using a CHA-issued federal mobile or project-based Section 8 voucher during construction, and return to Putnam Gardens after (a) his/her phase is complete or (b) the entire construction is complete.
5. Permanently relocate using a CHA-issued federal mobile or project-based Section 8 voucher during construction and remain within that program after the Putnam Gardens construction is complete.

In addition, particularly for those in later phases, Putnam Garden residents may also have the following options:

6. Permanently relocate to a fully renovated unit at Putnam Gardens during construction and after the original tenant declines or is not eligible to return to his/her same unit.
7. Temporarily relocate to a non-renovated “temporary unit” within Putnam Gardens during construction and move back to original apartment after that phase is complete.

**Option 1:
Temporarily relocate to a friend or family’s home during construction.**

Some households will choose to stay with a friend or family during construction. As of October 2014 we anticipate residents will need to be out of their unit for about four (4) months (and longer if the tenant’s unit is in the first couple of phases). During construction residents must leave their units and take all of their belongings either with them or allow CHA to place them into storage. The CHA will, in either event, pay for the move and any necessary storage. Off-site storage will not be accessible to residents during the relocation period.

Residents may either (a) return to their unit once renovation work in their unit is completed or (b) remain away until the end of the Putnam Gardens construction period, but in doing so would forfeit their right to return to the same apartment. If, during the Putnam Gardens construction period, a resident (who selected Option 1 and opted to stay longer away for longer than the completion of their phase) can no longer remain with a friend or family, the CHA will offer the resident the next available appropriately sized renovated apartment at Putnam Gardens (so long as the original tenant declines the right to return to that apartment).

**Options 2 and 3:
Temporarily or permanently relocate to another CHA
or CHA affiliate development during phase/complete construction,
with the option of returning to Putnam Gardens after said construction is complete.**

Some households may choose to temporarily relocate off-site to another CHA or CHA affiliate development during the construction of their phase, during the entire construction period, or permanently if households so desire. To the greatest extent feasible, CHA will make units available at other CHA or CHA affiliate developments for temporary relocation. Households will be able to list a preference for specific developments. Prior to making preference choices, the CHA shall inform tenants of, among other things, any plan it has for relocating tenants at other developments pursuant to its Rental Assistance Demonstration and/or Disposition applications (e.g. Millers River Apartments) so that a tenant will not unknowingly make a choice that will subject him/her to multiple relocations.

Unit assignments will be made based on initial preferences unless preferences change subsequently for medical reasons or other good cause. CHA will seek to accommodate initial and subsequent preferences to the greatest extent possible and feasible subject to unit availability at particular locations.

Since the CHA cannot be sure of the location of available off-site units, it cannot guarantee that all households interested in moving to another CHA or CHA affiliate development can be accommodated.

Those households who do temporarily relocate off site to a CHA or CHA affiliate development will later need to decide whether to remain in the apartment on a permanent basis or move back to Putnam Gardens once their phase is complete and/or the entire Putnam Gardens construction is finished. For those returning after their phase is complete, they will have the right to return to their same unit. (If that same unit is no longer an appropriate size, see Section 5 above). For those returning after the Putnam Gardens construction is completed, they will be able to state a preference of their first, second, and third choices amongst the units that are vacant at the time of construction completion. Remember that residents who move off-site and do not return to their unit after the phase is done do not have the guarantee to return to the original Putnam Gardens unit they moved from.

CHA shall consider all Putnam Gardens households as administrative transfers to any of its public housing and housing owned by its affiliates notwithstanding any provisions of the Admissions/Tenant Selection Plans to the contrary. The household will need to complete a CHA transfer application. The CHA will not re-screen applications for transfer other than for any eligibility requirements that apply to the affiliate site, such as tax credits or Section 8. CHA may only deny an application for transfer (a) where applying for affiliate housing and they do not meet the eligibility requirements for the programs that apply to that site (exclusive of the resident selection criteria) and (b) where there is a pending eviction for a serious or repeated violation of a material term of the lease that has not been resolved by an agreement. The CHA shall approve all applications for administrative transfer except as set forth in this paragraph. Where the CHA denies an application for transfer to another CHA development or CHA affiliate development, the CHA will still provide the tenant with a Comparable Replacement Dwelling at Putnam Gardens or elsewhere if the household is displaced including but not limited to when a tenant is required to move from his/her unit prior to the conclusion of a pending

eviction.

While the unit is vacant and prior to placing any Putnam Gardens tenant in said unit, the CHA will have the unit cleaned, inspected for pests (including but not limited to cockroaches, bedbugs, and rodents), exterminate fully if evidence of such pests is found, and have the unit re-inspected. In addition, prior to the move, if requested by the tenant, the CHA will provide the Putnam Gardens tenant with the exterminator's written confirmation that the unit is pest-free.

**Options 4 and 5:
Temporarily or permanently relocate off site using
a CHA-issued federal mobile or project-based Section 8 voucher
during phase/complete construction, with the option of returning
to Putnam Gardens after said construction is complete.**

Some households may choose to temporarily relocate off-site during their phase or for the duration of the construction work with a Section 8 voucher or permanently if households so desire. To the greatest extent feasible, CHA will assist households in identifying such units. Immediately upon the signing of this Agreement, the CHA will conduct outreach to prospective landlords including nonprofits and those who own or manage buildings near Putnam Gardens; and then promptly make this information available to those Putnam Gardens tenants seeking to relocate with CHA mobile vouchers or to project-based Section 8 apartments.

The CHA shall provide a mobile Section 8 vouchers for use by any Putnam Gardens households who chose one (regardless of phase) so long as the household is income eligible and completes the CHA's Section 8 application and provides any required documents and signatures. (For purposes of the Section 8 program, the income limit is 80% of area median income).

To facilitate the use of mobile Section 8 subsidies by Putnam Gardens tenants, the CHA shall

- Allow any Putnam Gardens tenant to rent a unit from a family member (temporarily or permanently) if the unit is an otherwise eligible unit (e.g. passes Housing Quality Standards) and regardless of the restrictions found in 24 CFR §982.306(d) (which are waived under the CHA's Moving to Work authority). Said unit may include one or more bedrooms with shared common space.
- Upon prior approval from the CHA (which approval shall not be unreasonably denied), pay the realtor's fee (up to one month's rent) for the lease up of the initial apartment.
- Allow the tenant to rent an apartment where the gross rent exceeds the payment standard but (i) is "rent reasonable" as determined by CHA in its usual manner and (ii) the contract rent does not exceed the applicable payment standard (with the tenant paying, during the 48 month construction period, the lesser of 30% of adjusted income minus the applicable utility allowance or the amount he/she would have paid as a Putnam Garden tenant up to the \$5250 cap; and the CHA paying the differential to the owner).

- Allow an initial 120 days of search time and, upon the tenant's written request and with written explanation of efforts made to find an apartment, grant an additional 60 days of search time; and one last extension of 60 days upon a showing that the tenant has engaged in a reasonable housing search.
- As soon as possible, after the Board and Putnam Gardens tenants' approval of this Agreement, hold a workshop during an evening to explain in detail the operation of the Section 8 program as modified by this Relocation Agreement.

Those households who temporarily relocate off site with a CHA voucher (mobile or project-based) will later need to decide whether to remain in that program on a permanent basis or move back to Putnam Gardens once the phase/complete construction is finished. For those returning after their phase is complete, they will have the right to return to their same unit. (If that same unit is no longer an appropriate size, see Section 5 above). For those returning after the Putnam Gardens construction is completed, they will be able to state a preference of their first, second, and third choices amongst the units that are vacant at the time of construction completion.

As soon as possible, after the Board and tenant approval of this Relocation Agreement, the CHA shall promptly make available (a) mobile Section 8 housing choice vouchers to all Putnam Gardens tenants who request a voucher, complete the application, and supply all required documents and signatures; and (b) placement on the administrative transfer list for project-based Section 8 units owned by entities not affiliated with CHA and notwithstanding any provisions of its Section 8 Administrative Plan or other plans to the contrary. The CHA shall require a completed application from each tenant requesting a mobile Section 8 voucher or a project-based Section 8 apartment to a non-CHA affiliate, but shall not deny the application except for the federally mandated reasons set forth in 24 CFR §982.552(b) and §982.553 or unless the household does not meet the income (at or below 80% of area median income) or immigration restrictions for the Section 8 housing choice voucher program. When a project-based Section 8 apartment becomes vacant (in non-CHA affiliate housing), the CHA shall provide the property owner with the names of all those on the administrative transfer list (needing that bedroom size) who shall have priority over standard applicants.

If a tenant was issued a mobile voucher but was then unable to lease up a unit under that voucher program (during the 120 days from the issuance of the voucher plus any extension), then the tenant shall elect one or more of the other available options.

If, during the Putnam Gardens construction period, a tenant who leased up with a Section 8 subsidy receives a notice to quit from a landlord of a Section 8 apartment (for any reason other than serious or repeated violation of material terms of the lease as determined by a court) and provides the CHA with a copy of this notice, then the CHA shall offer the resident the next available appropriately sized renovated apartment at Putnam Gardens (so long as the original tenant declines the right to return to that apartment) or assist the tenant with finding another suitable Section 8 apartment and shall also immediately place the tenant on the waitlists for CHA public housing and CHA affiliate housing, as an administrative transfer, as of the date of the CHA's receipt of the notice to quit.

**Option 6:
Permanently relocate to a fully renovated unit
At Putnam Gardens during construction.**

Some households (mostly after the first few phases) may have the option of permanently relocating to a fully renovated unit at Putnam Gardens during construction. This would mean a resident would only move one time, taking all of their belongings with them. The CHA will seek to accommodate residents with this preference to the maximum extent feasible.

Residents who state a preference for this option at the start of the relocation planning will be placed on a “One Move” list by lottery, with those residents having a documented medical need for a one time permanent move ranked ahead of other residents and those residents in an earlier phase ranked ahead of those in later phases (but otherwise by lottery number). A lottery will be held at Putnam Gardens with a representative of PGRC in attendance to order this list. All Putnam Gardens tenants shall be notified in advance of the date and time of the lottery. It shall be conducted in the Putnam Gardens’ community room and open to any interested person. The list will be posted and available as set forth in Section 8.2 below.

CHA will offer available units in wait list order. Once a resident receives an offer of a one time, permanent move, he/she will be taken off that list.

Those tenants needing to relocate from their temporary units pursuant to Options 1 and 4 shall be offered appropriate sized renovated apartments at Putnam Gardens before any tenant on the “One Move” list developed by the lottery described above.

**Option 7:
Temporarily relocate to a “temporary unit”
within Putnam Gardens during construction.**

Some households (mostly after the first few phases) may have the option of relocating on site to an un-renovated unit, during the construction of their phase, and then returning back to their original apartment once the phase is completed. During construction of their phase, residents must leave their units and take all of their belongings to their temporary Putnam Gardens “temporary unit”. In addition, upon request, the CHA will provide off-site storage for unneeded appliances and other items not needed during the temporary move. However, the off-site storage will not be accessible to residents during the relocation period. While the temporary unit is vacant and prior to placing any Putnam Gardens tenant in said unit, the CHA will have the unit cleaned, inspected for pests (including but not limited to cockroaches, bedbugs, and rodents), exterminate fully if evidence of such pests is found, and have the unit re-inspected. In addition, prior to the move, the CHA will provide the Putnam Gardens tenant with the exterminator’s written confirmation that the unit is pest-free and upon the tenant’s request, copies of the exterminator’s inspection report(s) and any copies of treatment records for the last 12 months (and if none exist, then the CHA shall so indicate in writing). No temporary unit will be used to house any Putnam Gardens tenant until it is pest-free.

Comparable Replacement Dwelling

The CHA will offer all Putnam Gardens tenants three (3) or more comparable replacement dwellings. A comparable replacement dwelling means a dwelling which is available to the tenant, located in Cambridge and:

- a) Is decent, safe and sanitary;
- b) Functionally equivalent to the tenant's current Putnam Gardens apartment;
- c) Is adequate in size to accommodate the tenant and his/her household;
- d) Is in a geographic area not subject to unreasonable adverse environmental conditions;
- e) Is in a location generally not less desirable than the location of the tenant's current Putnam Gardens apartment and in a location similar to the tenant's current Putnam Gardens apartment with respect to public utilities, commercial and public facilities (including but not limited to grocery stores, health care providers, place of worship, and public transportation) and reasonably accessible to the schools and places of employment of the tenant and all household members;
- f) Is within the financial means of the tenant;
- g) Is appropriate in light of any medical needs of the tenant and household member, including having the accessibility features of the tenant's current apartment if such features are necessary for the tenant's use of the unit due to a disability;
- h) Whose landlord will allow the tenant to have, in the dwelling, those cats, dogs or other pets that the CHA has approved in writing or one cat approved by CHA pursuant to the Relocation Exception to CHA Pet Policy; and
- i) Where free parking for the tenant's current motor vehicles registered with the CHA is reasonably available and near the dwelling unit.

7: How Will Households Select Their Relocation Housing Option?

The CHA will develop an information package to be given to all Putnam Gardens households to provide the information necessary to make a fully informed decision.

Households are strongly advised to fully utilize the information provided and to carefully and thoroughly consider all relocation housing options before making a selection. Either the Relocation Coordination Manager or the Relocation Coordinator will be available to meet with residents and their families individually to assist in making choices. Residents may have anyone else attend their meetings, including friends, relatives, a member of the Putnam Gardens Relocation Committee (see Attachment A); the city-wide Alliance of Cambridge Tenants at (617) 499-7031 or Cambridge Economic Opportunity Committee at (617) 868-2900, and may request that such meetings are held in

their homes upon request. A description of the process for selecting a preference for relocation housing is described below.

7.1 Relocation Information Package

The CHA will prepare an information package to distribute to all Putnam Gardens households to provide written information about the various relocation options available, as well as planned meetings to keep tenants updated on relocation.

7.2 Selecting a Relocation Option

Each household will meet privately with the Relocation Coordinator (RC) or Relocation Coordination Manager (RCM) in their apartment or an on-site office to make a relocation housing selection. The RC or RCM will outline the entire relocation process, and review with the household the resources and choices available for relocation. At this meeting, the household will sign a worksheet that will document:

- Each resident's tentative decisions in order of preference to move once, remain on site in temporary unit, relocate with a voucher, relocate to another CHA or CHA affiliate development, or temporarily stay with family or friends; and, if known, may indicate whether such any off site relocation is temporary, permanent, or unknown at this time. (Until the Putnam Gardens construction is completed, the resident will not have to make a final decision as to whether his/her relocation is temporary or permanent). In addition, those Putnam Gardens tenants who need a four bedroom apartment may indicate whether they are willing and able to temporarily move into a smaller sized unit.
- Any preferences for specific development or unit assignments and timing of the moves.
- Any special health, public transportation, neighborhood, or similar considerations for relocation housing.
- Information regarding need for packing assistance and any large, unusual, or difficult items to be moved. The CHA will provide packing and unpacking services upon advance request, but requires some general information regarding level of need to adequately schedule the services.
- The need for temporary storage during the construction period, including but not limited to freezers, air conditioners, large sofas, and clothes dryers.
- The number and type of pets which each tenant currently has.
- The tenant's primary language spoken at home (if other than English) and the language in which the tenant prefers to receive written communication.

Two copies of the completed worksheet will be provided to each household, and the original will be filed in the household's relocation file.

CHA will take care to respect the privacy rights of each household. Any personal data which is necessary for the relocation will be kept confidential and not shared with anyone unless required by law, with the tenant's written permission, or among CHA staff where necessary to perform the staff persons' job.

7.3 Changing a Relocation Option

Households are strongly advised to carefully and thoroughly consider all relocation options before making a selection. While it may be possible to later change the selection, households may not be eligible for the same benefits as initially available, such as specifying a certain off-site location.

8: How Will Relocation Apartments be Assigned?

8.1. Declaring Initial Relocation Preference

Prior to April 30, 2015, the Cambridge Housing Authority's Relocation Coordination Manager (RCM) or Relocation Coordinator (RC) will meet with each household to:

- (1) discuss the upcoming construction project and schedule; and
- (2) discuss the relocation options.

Putnam Gardens households must declare their initial relocation preference by **April 30, 2015**. However, those Putnam Garden households in phase 1 must declare their initial relocation preference by Tuesday, February 17, 2015 provided that the CHA has complied with its obligations relating to a temporary RCM as set forth in Section 2 above. As noted above, such initial preference shall include whether the tenant intends to return to his/her original unit after the completion of that phase.

8.2 Development of Unit Assignment Plan

The CHA will use a lottery to develop a unit assignment plan for the relocation of all Putnam Garden tenants based upon the following criteria:

- Appropriate unit size
- Pertinent medical need
- Tenant Preference
- Construction Phase/Anticipate move date

Every Putnam Garden tenant will be part of this lottery, with those tenants receiving the lowest lottery number having priority over similarly situated tenants receiving a higher lottery number. Tenants with pertinent medical needs will be placed on one list (in lottery order) and will have priority over all other tenants for a particular relocation option. Those tenants without medical need will be placed on a second list, first by phase and then by lottery number within that phase. As apartments become available in a particular development, the CHA shall offer them in the order of the applicable lottery to those tenants who have indicated a preference for that development (and then to anyone else, by

lottery number).

All Putnam Gardens tenants shall be notified in advance of the date and time of the lottery. The lottery shall be conducted in the Putnam Gardens community room and open to any interested person. After the lottery, the CHA will prepare a ranked list taking into consideration any priorities a resident may have (e.g. pertinent medical need and construction phase) and post the lists (with a control number) in the management office within two business days of the lottery. Once the list is posted, the CHA shall share the lottery results with Cambridge Economic Opportunity Committee and Cambridge and Somerville Legal Services (with a particular tenant's name listed if the tenant so authorizes the CHA to release the name and otherwise, by a control number).

8.3 Confirmatory Meeting Regarding Moving Plans

Approximately forty (40) days before a household's move, Cambridge Housing Authority's Relocation Coordination Manager (RCM) or Relocation Coordinator (RC) will meet with each household to:

- discuss the upcoming move;
- confirm unit preference;
- confirm if there is a need for moving or packing/unpacking assistance; and
- identify potential moving dates.

The CHA will also provide the household with another copy of the handout "The Moving Process - Know Your Rights and Responsibilities" (See Attachment D).

9: How and When Will the Move Happen and Who Will Pay for it?

All households must move all of their belongings from their apartments regardless of whether the move is a temporary or permanent one. Each household will be responsible for packing all belongings and preparing furniture for moving. The Cambridge Housing Authority will make arrangements for the moving company to move the tenant's belongings and, upon the tenant's request, to provide assistance in packing. While in general residents will notify the CHA of their needs for packing services at the 40 day meeting with the Relocation Coordinator or Relocation Coordination Manager as described in Section 8 above, the tenant may revise his/her decision regarding the need for packing assistance provided he/she notifies the Resident Coordinator at least ten days prior to the schedule move. In addition, upon request from those tenants with disabilities and/or medical need, the CHA shall also arrange and pay for assistance with unpacking. When the CHA is providing the packing, unpacking, and moving assistance, the resident must cooperate with such efforts.

The CHA will provide new boxes and other moving supplies including but not limited to packing tape, markers, bubble wrap, and upon request garment boxes to all households at least one month in advance of a household's moving date. For those tenants moving on site, the CHA will allow access to the new unit as soon as practicable to allow the tenant to move fragile or other items prior to the scheduled moving date.

In all instances, a household will not be required to move during the fourth week of November, and the last two weeks of December, or during times when a household is otherwise celebrating a culturally or religiously significant event. As set forth elsewhere in this agreement CHA shall be responsible for moving all residents.

9.1 Notification Requirements for moves from each tenant's current Putnam Gardens apartment

The Cambridge Housing Authority will provide all Putnam Gardens households with at least **90 days** (3 months) written notice of the earliest date by which he/she may be required to move from his/her current Putnam Gardens apartment. The tenant may agree, in writing, to a shorter period of notice to facilitate a transfer to a specific unit of the tenant's choice.

In addition, for those tenants relocating off-site, the CHA shall identify the Comparable Replacement Dwellings in this 90 day notice or the notice must state clearly that the tenant will not have to move earlier than 90 days after such Comparable Replacement Dwellings are made available to him/her. For those tenants relocating on site (within Putnam Gardens), the CHA shall provide at least 45 days' notice of the Comparable Replacement Dwellings made available to him/her.

The CHA will also provide households with update notices periodically throughout the construction period to note any changes to the project schedule. This information will be provided to all residents regardless of whether or not they currently reside at Putnam Gardens. For this purpose, the CHA shall maintain and update a list of all Putnam Gardens residents and relocation addresses, including all off-site addresses.

As each household's individual move date from his/her Putnam Gardens apartment approaches, CHA will notify the household approximately 30 days before a potential date that packing boxes and materials are available and to discuss the choices in apartments, movers, and moving dates.

The CHA shall provide each tenant with a minimum of **30** days written advance notification of the specific date on which he/she must move from his/her current Putnam Gardens apartment, unless the tenant agrees, in writing, to a shorter notice period.

All notices to residents will be sent by personal delivery service or certified mail, return receipt requested. All notices will be in the language read by the person(s) to be relocated.

SUMMARY OF STEPS FOR MOVE from Current Putnam Gardens Apartment

STEP 1	Before April 30, 2015*	Individual Meeting with Relocation Coordinator or Relocation Coordinator to review and select relocation option.
STEP 2	90 days' notice*	CHA sends notice to household of the earliest date they will be required to move from current apartment. The notice may also include an offer of one or more specific Comparable Replacement Dwellings

STEP 3	90/45 days' notice*	For those relocating off-site: If not included in the 90 day notice (step 2), CHA sends notice to the household with an offer of specific Comparable Replacement Dwellings at least 90 days in advance of any move and allows at least 5 business days for the tenant to make a decision as to those apartment(s). For those relocating on site: The CHA sends notice to the household with an offer of specific Comparable Replacement Dwellings at Putnam Gardens at least 45 days in advance of any move and allows at least 2 business days for the tenant to make a decision as to those apartment(s).
STEP 4	About 45 days before the move	CHA meets with each household to discuss moving logistics.
STEP 5	About 30 days before tentative move date	CHA sends notice that packing boxes and materials are available and discusses with each household choices regarding movers and moving dates and, if applicable, choices about apartments
STEP 6	30 days' notice before the move **	CHA shall provide each household with no less than 30 days advance written notice of the expected date on which they must move.

* Except for those households in Phase 1 who will need to meet with the Relocation Coordinator no later than February 2, 2015.

** The Tenant may agree, in writing, to a shorter period of notice to facilitate a transfer to a specific apartment of his/her choice.

9.2 Being Ready for the Move

(from current Putnam Gardens apartment and back to new Putnam Gardens apartment)

Households must be fully packed and ready to move on their assigned move day. If a household is not ready to move on its specified day, the CHA will charge a \$100 "not ready" fee as an incentive to be ready as well as to cover the moving company's cost. This fee shall be waived for good cause such as serious illness or family emergency. The moving date will then be rescheduled to occur within 48 hours of the original move date. If the household is still not ready on the rescheduled date, the movers will be instructed to assist the household in packing so the move can take place that day. The cost of this packing assistance will be charged to the household.

Households must notify the CHA in advance if there are any special needs or requirements for their individual move, such as relocating or storing an air conditioner, washer/dryer, carpeting, or unusual furnishings until their permanent return to Putnam Gardens. Additionally, households are expected to prepare all furnishings, including window treatments, for their move, except that the movers will take apart beds (and then set up the beds). Households requiring any assistance must notify the CHA in advance. CHA will provide assistance upon request at no cost to the household. However, proper notification is required.

All belongings must be packed or properly disposed of, and units completely emptied upon completion of the move from the tenant's current Putnam Gardens apartment. Residents disposing of furnishings or other belongings should contact the Putnam Gardens Management Office for assistance, and upon timely notification of the resident (i.e. before the move occurs) the CHA will have its movers remove any furnishings or other belongings the resident no longer wants from their unit to the dumpster. The CHA shall provide extra dumpsters and make arrangements for tenants to donate unneeded furnishings in good condition. The CHA shall permit the tenants to hold a yard sale on site.

The parties acknowledge that during the relocation process, residents' apartments may be in disarray due to packing, unpacking and moving preparations, and that the resident shall not be penalized for such conditions during a contemporaneous apartment inspection. However, in all instances, residents must maintain access to windows and doors.

The CHA shall try not to schedule exterminations while a tenant is preparing to move. To the extent that any exterminations must occur during the packing and moving process, the CHA shall provide at least one week's advance notice to the resident (with at least 48 hours advance notice if there is an emergency such as bedbugs) and shall not penalize the resident for the condition of his/her apartment.

For off-site moves (outside Putnam Gardens) or permanent moves within Putnam Gardens, households may notify the U.S. Post Office, Social Security Office, and other agencies, individuals, companies, etc. of their change of address. Households also must notify the telephone, cable, electric, and other utility companies of the need for a transfer of service prior to their move date. The Cambridge Housing Authority will provide assistance with the notification process upon the tenant's request, and will reimburse any fees charged to complete the transfer of service.

9.3 Moving Related Costs and Payment of Costs

(from each tenant's current Putnam Gardens apartment and back to the new Putnam Gardens apartment)

Moving and Storage Costs: Putnam Gardens households will not incur any costs associated with moving their belongings to their permanent or temporary replacement apartment, regardless of whether the unit is on or off site, and to and from storage. However, for moves more than 50 miles from Putnam Gardens, the CHA will pay the amount listed in the most recent "Fixed Residential Moving Cost Schedule" for Massachusetts (which, as of May 23, 2012, is \$700 for studio apartments, \$1000 for one bedroom/three room apartments, \$1150 for two bedroom/four room apartments, \$1300 for three bedroom/five room apartments and \$1450 for four bedroom/six room apartments) or, on a case by case basis, may approve more than the amount listed on the Schedule. The CHA will also cover the cost of temporarily storing personal property of households until that household moves back to Putnam Gardens or the tenant forfeits the right to move back after construction is completed, whichever comes first.

The CHA will contract with professional movers to provide moving services, and will contract with a

storage center as needed to provide secured space for storing belongings. The moving companies and storage center will bill the CHA directly for services and/or costs. Under the terms of its contract, the movers and/or storage center will be liable for the 100% replacement value of lost and damaged goods for each move. Additionally, the movers will be required to carry general public liability insurance on an occurrence basis of at least \$500,000. CHA will maintain copies of the certificate of insurance for all such contractors at its offices, and will provide a copy to PGRC. The CHA shall provide the Residents with information about various moving companies that meet these requirements and, if the Resident chooses, he or she can choose among such companies.

CHA will also provide assistance with packing and unpacking as required, and will cover all packing costs. Under no circumstances should residents move themselves. All moves are to be conducted by professional movers. This does not prohibit tenants from moving perishable, fragile, or other small items themselves if they so choose but at their own risk.

Residents who require assistance packing or unpacking, or have any special moving needs, must contact CHA at least 10 days prior to their scheduled move to ensure sufficient time to schedule the appropriate assistance. Residents who do not provide this notification, and as a result, are not ready for the move on their assigned day, may be charged \$100 to partially cover the cost of either completing the packing on that day by the moving company, or rescheduling the move to allow time to complete the packing.

Moving Materials: The CHA will provide all boxes including wardrobe boxes, tape, bubble wrap, and similar supplies needed to complete each move from their current Putnam Gardens apartment and back to the new Putnam Gardens apartment. Materials will be made available on site (or at a place convenient for tenants living off site) on an as needed basis. Residents should contact CHA in advance if additional supplies are required.

Utility Reconnection Expenses: The CHA will reimburse all Putnam Gardens tenants for the actual costs associated with transferring existing telephone, internet, cable television services related to the moves from their current Putnam Gardens apartment and the moves back to Putnam Gardens. However, the CHA will not cover the cost of telephone, cable, electricity or other utility bill arrearages (i.e. outstanding balances). The CHA will provide payment to residents for the actual transfer cost upon presentation of an itemized bill from the utility company. In the unusual circumstances that the Resident is unable to pay utility reconnection expenses up front, the CHA shall pay such charges directly to the service providers. The CHA will also hook up and/or pay for the connection and disconnection of tenant owned washers and dryers at the temporary apartment if connection equipment exists (electrical and plumbing connections) and for the connection of tenant owned dryers at the renovated apartments at Putnam Gardens. See Section 9.5 below.

Car Registration Expenses: The CHA will reimburse residents for the actual transfer cost of their car registration or re-permitting resulting from the relocation upon presentation of an itemized bill from the MA Registry of Motor Vehicles and/or City or Town.

Security Deposit/Last Month's Rent: If the landlord of the Comparable Replacement Dwelling requires a security deposit from the tenant, then the CHA shall pay the landlord such amount,

which shall not be refunded to the tenant. However, if the tenant had paid a security deposit to the CHA for Putnam Gardens, then the CHA shall apply said deposit (and all accrued interest) to the security deposit required by the landlord and that amount shall be refundable to the tenant with statutory interest. If a tenant relocates into another CHA development, the CHA shall not charge a security deposit (but any security deposit already paid to the CHA will be transferred, with interest, to the new apartment). If a tenant has never paid a security deposit to the CHA, then the CHA will not charge the tenant a security deposit upon his/her return to any new Putnam Gardens apartment. If the landlord of a Comparable Replacement Dwelling requires a last month's rent paid in advance, then the CHA shall pay the landlord such amount and then, for the tenant's last month of occupancy at said dwelling, the tenant shall pay the CHA his/her portion of the last month's rent.

Early Termination Costs: The CHA shall permit early terminations of leases and shall pay any expenses that the tenant may incur as a result of early termination of a voucher or other lease where such early termination is necessary to enable the tenant to return to his/her prior unit at Putnam Gardens or any unit at Putnam Gardens after construction is completed.

Other Moving Related Costs: CHA will pay directly or reimburse households for other reasonable moving related costs provided the household receives prior written approval from CHA for any such expense. This applies to moves from a tenant's current Putnam Gardens apartment, moves on site, and moves back to Putnam Gardens. CHA will not be responsible for replacing a carpet that a household may have installed in his/her apartment.

9.4 Replacement Housing Costs

A. Rental Assistance

In principle, tenants should not have to pay more rent than they were paying at Putnam Gardens during the relocation period. Note, however, that rent increases and decreases will be implemented pursuant to CHA rent policies when household income and/or deductions change.

For moves to private unsubsidized housing and CHA public housing, the CHA shall pay each tenant who rents a replacement dwelling forty-eight (48) times the difference between (1) his/her rent at Putnam Gardens (for the month of the move) and (2) the estimated rent and tenant-paid utilities at the Comparable Replacement Dwelling, up to a maximum of \$5,250. Note however that rent increases and decreases will be implemented pursuant to CHA's public housing rent policies when household income or deductions change.

For moves to apartments under the mobile Section 8 and project-based Section 8 programs, the CHA shall initially pay the difference between (1) the tenant's rent at Putnam Gardens (for the month of the move) and (2) the tenant's actual rent and estimated average month tenant-paid utilities at the Comparable Replacement Dwelling as determined at the time of displacement. Thereafter, the CHA shall promptly calculate the tenant's rent under the Putnam Gardens rent schedule and the applicable Section 8 program, and the tenant shall pay the lower amount, as adjusted for utilities, with the CHA paying the balance for the relocation period, up to a maximum

of \$5,250. The CHA shall promptly notify tenants of their “new” rental amount.

Where the tenant resides in another CHA owned public housing apartment or CHA affiliate owned housing, the CHA shall distribute these rental relocation payments in monthly installments directly to the CHA or CHA affiliate (as the landlord). In all other cases, unless the tenant designates otherwise, the CHA shall distribute these payments in monthly installments directly to the tenant.

Where the tenant is responsible for paying for heat, the CHA shall timely pay for the tenant’s actual heating costs for the months of November through April minus the amount of the tenant’s utility allowance for heat under the Section 8 program. At the tenant’s election, the CHA will pay the gas, electric, or oil bill for heat (minus the utility allowance) directly to the utility provider or to the tenant.

Where a tenant is intending to move to a property that is not CHA owned, the tenant should obtain the CHA’s advance approval to insure that the apartment meets all requirements of the Section 8 Housing Choice Voucher Program and qualifies as a Comparable Replacement Unit. Failure to get such permission could result in the CHA not being able to pay a subsidy for the apartment.

These payments shall start as of the first date of the tenant’s tenancy at the replacement dwelling and shall continue until (a) forty-eight (48) months have elapsed; (b) the tenant returns to Putnam Gardens; or (c) the CHA has paid the \$5,250 maximum, whichever comes first.

B. Down Payment Assistance

The CHA shall pay each tenant who purchases a replacement dwelling the amount of the amount described in the first paragraph of (A) above but in a lump sum to be used as down payment assistance.

9.5 Appliances

After construction, gas stoves will be replaced with electric stoves. Tenants’ rents will be adjusted to reflect the tenant’s additional electric cost as set forth in the CHA’s utility allowance charts.

Tenants shall be allowed to have their clothes dryers stored as necessary, moved to, and hooked up in their renovated apartments at the CHA’s expense.

Where, as of December 1, 2014, any Putnam Gardens tenant already owned a washing machine, he or she shall not be allowed to bring the washing machine to his or her renovated apartment at Putnam Gardens. Reimbursement to tenants will be made based upon the “Washing Machine-Buy Back Policy” attached to this Agreement. (See Attachment G).

For those Putnam Gardens tenants who own and use their own washing machines and/or clothes dryers but who, during the relocation phase, must use a “coin-operated” washing machine and/or clothes dryers, the CHA shall pay such tenant \$50 per month per household for laundry expenses.

CHA will not allow any Putnam Gardens tenant who already owns a dishwasher to bring that dishwasher to a renovated unit at Putnam Gardens (absent approval of a reasonable accommodation request).

9.6 Relocation Claims

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

9.7 Statement of Assurance

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

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

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

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

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

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

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

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

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

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

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

- Appropriate unit size
- Pertinent medical needs

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

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

share the lottery results with Cambridge Economic Opportunity Committee and Cambridge and Somerville Legal Services (with a particular tenant’s name listed if the tenant so authorizes the CHA to release the name and otherwise, by a control number).

In the event that there is no apartment of the appropriate size available for a particular family wishing to return to Putnam Gardens after the renovation is complete, then the family shall have permission to move into a Putnam Gardens unit of a different size (if not overcrowded under the Sanitary Code) with the right to transfer to the appropriate size unit once one becomes available. In the alternative, such family can opt to be placed on the administrative transfer list with the right to move into the appropriately sized unit at Putnam Gardens when one becomes available. If there is more than one such family needing a particular sized apartment, then the family will be placed on the administrative transfer list by lottery number.

STEP 1	100 days	CHA shall notify all Putnam Gardens tenants who moved off site at least 100 days before the estimated date that the new Putnam Gardens will be ready for occupancy.
STEP 2		Such Putnam Gardens residents interested in returning to newly renovated Putnam Gardens Apartment from off-site will need to complete the paperwork and income verification required for the LIHTC program. This process will begin upon the “100 day” notice specified in Step 1 above. The RC or building management staff shall be available to the Residents to assist in completing paperwork where such assistance is necessary.
STEP 3	Approximately 90 calendar days before construction is completed	The CHA shall hold open houses for tenants to view a completed unit (with all finishes). At least some of the open houses will be at times convenient for working tenants, including at night and on a weekend. The CHA shall provide as much advance written notice as possible of the dates and times of the Open Houses and of the tenant’s deadline to elect to return to Putnam Gardens. The CHA shall send a preference form to tenants with the announcement of the open houses and also make the form available at the open houses. If, due to scheduling conflicts with all scheduled open houses, a tenant must notify the CHA in writing that they are not able to attend any of the open houses, the CHA shall make arrangements to show the tenant appropriate sized units at a mutually agreed upon date and time.
STEP 4	3 business days	Each tenant shall notify the CHA within three (3) business days of the date of the last open house that he/she (1) elects to return to Putnam Gardens (and any preferences for units) or (2) does not elect to return to Putnam Gardens. Tenants will be notified of the deadline for designation in writing at least seven days in advance of the deadline. See Section 10.3 below for rules on extensions.

STEP 5		The CHA shall offer tenants a specific unit in writing (and also by telephone where an active phone number is known by CHA). Tenants will be able to see the specific unit within 1 business day of any offer. If there are residents that want the same unit, then the CHA shall conduct a lottery to determine which off-site tenant will receive which unit. (See above)
STEP 6	3 business days	Each tenant offered a unit at Putnam Gardens shall notify the CHA, within three (3) business days of receipt of the offer, of his/her decision to accept or not accept the offer unless there is a medical reason or other good cause exists for extending this deadline. If a tenant does not accept the offer, then the CHA shall offer the apartment to the tenant next in line as established by the lottery described in Step 5 above.
STEP 7	45 calendar days	The CHA shall meet with each tenant to discuss the moving logistics
STEP 8	30 calendar days	The CHA shall provide each tenant with no less than 30 days advance written notice of the expected move date to return to the specific Putnam Gardens apartment. See Section 10.3 below for good cause exceptions.

The CHA shall provide at least 30 days written notice of the actual date that the newly renovated Putnam Gardens will be available for occupancy as noted in STEP 8 above. The CHA shall contact each tenant by phone or in person to confirm receipt of the notice and to make arrangements for a moving date.

Section 10.3 Extensions.

The CHA will hold a newly renovated Putnam Gardens unit for 30 days if a tenant has good cause (e.g. medical reason) for not being able to return on the scheduled re-occupancy date. However, if a tenant does not elect to return to the new Putnam Gardens as provided in Section 10.2 above, or within such further time as allowed by CHA for good cause, then the tenant forfeits (gives up) the right to return to the newly renovated Putnam Gardens.

If a tenant elects to return to the new Putnam Gardens as set forth in STEP 4 above but cannot move within the time limits set by CHA, for good cause shown, the CHA shall place the person on the wait list for Putnam Gardens ahead of applicants from the CHA waiting list.

10.4 ADA Apartments

After construction, Putnam Gardens will have six (6) apartments ("ADA Units") which are wheelchair accessible. The priority for occupancy of these ADA units is as follows:

- First priority: Existing Putnam Gardens tenants who occupied an ADA Unit at the start of construction and who need the features of the ADA unit.
- Second priority: Emergencies who need the ADA unit (applicants granted emergency status by the CHA).

- Third priority: Putnam Gardens tenants who need the features of the ADA unit.
- Fourth priority: Households on the CHA's reasonable accommodation waiting list.
- Fifth priority: Applicants on the CHA waitlist for public housing who need such a unit.
- Sixth priority: Putnam Gardens tenants who do not need such a unit (provided that the tenant must sign a lease amendment providing that he/she will transfer to another Putnam Gardens unit if an applicant or tenant needs such a unit and meets one of the priorities described above)

11: What Information Will Tenants Receive?

11.1 Language Requirements

After this Agreement is signed, the CHA shall send a copy to each tenant. If the tenant reads Haitian Creole or Spanish (as his/her primary language), then the CHA shall translate and provide this Agreement to the tenant in Haitian Creole or Spanish as applicable. If a tenant cannot read English, Haitian Creole or Spanish then the CHA shall provide an oral interpretation of this Agreement if requested by the tenant. In the transmittal of the executed Agreement to residents, the CHA will include a notice to ensure that households with Limited English Proficiency (LEP) are aware of the language services available to them. LEP speakers will receive this notice in their primary language.

11.2 Information Meetings

Until the Putnam Gardens renovation is completed, the CHA shall conduct informational meetings, at least monthly unless both parties agree otherwise, to update Putnam Gardens tenants of the status of the relocation and construction. The CHA shall also provide all Putnam Gardens tenants, the Alliance of Cambridge Tenants, the Cambridge Economic Opportunity Committee and Cambridge and Somerville Legal Services with newsletters or other written information containing any significant updates in the relocation and construction process. Such documents shall be sent to the members of the Putnam Gardens Relocation Committee (see Attachment A), the Alliance of Cambridge Tenants and the Cambridge Economic Opportunity Committee, by email or otherwise, sufficiently in advance of distribution to allow for meaningful input as to any requested document changes.

In addition, the RC, the Putnam Gardens Property Manager, representative(s) from the CHA's Planning and Development Department, and representative(s) from the CHA's Operations Department shall meet with PGRC and ACT representatives as needed to ensure the smooth implementation of this Agreement.

12: What Happens to the Putnam Gardens Relocation Committee?

12.1 The CHA shall maintain a list of the former and current addresses of each tenant household subject to this Agreement.

12.2 Until the reconstruction and re-occupancy of Putnam Gardens is complete, the CHA shall

continue to recognize the Putnam Gardens Relocation Committee (PGRC) as the official representatives of Putnam Gardens tenants for the purpose of enforcing this Agreement regardless of the location at which the current Putnam Gardens tenants reside and regardless of whether there is later a recognized Putnam Gardens tenant association. Members of PGRC who are temporarily relocated pursuant to this Agreement shall continue to be members throughout the relocation process regardless of the location at which they reside.

12.3 The CHA shall translate and mail material to all tenants on the list described in Section 12.1 above on behalf of PGRC upon PGRC's reasonable request. In addition, the CHA shall provide and pay for interpreters at PGRC tenant meetings upon PGRC's reasonable request.

12.4 The CHA shall provide, without charge, reasonable space for meetings and the operation of PGRC before, during, and after the relocation period.

12.5 The CHA agrees to provide reasonable access to the records of CHA or its consultants which may be reasonably necessary for PGRC to verify compliance with this Agreement, subject to the provisions of state and federal privacy laws.

13: What Happens If There Is a Problem or a Complaint?

Any Putnam Gardens household who has an individual complaint with respect to the implementation of these relocation policies and procedures may file a written grievance stating the grounds of his/her complaint.

This complaint should be filed with the Relocation Coordination Manager (RCM) and can be made individually or with the assistance of a member of the Putnam Gardens Relocation Committee (see Attachment A), the Alliance of Cambridge Tenants (which can be reached at (617) 499-7031 or tenants@earthlink.net), or anyone else. Within five days of receipt of the complaint (or such further time as the tenant agrees), the RCM shall meet with the tenant (and any tenant representative) to fully review the complaint and seek to resolve it. Within seven business days of this meeting, the RCM will provide the tenant with a written response to the complaint detailing his/her findings, any proposed resolution, and notice of the tenant's appeal rights.

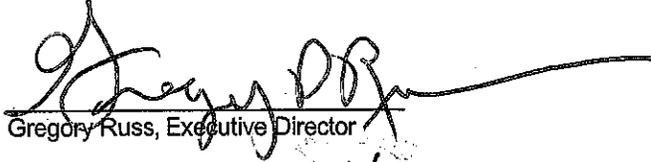
If the complaint relates to the RCM's actions or inactions under this Agreement, then the complaint may be filed with the CHA's Director of Operations. As of the signing of this Agreement this is James Comer. He can be reached at 617-520-6234 and jcomer@cambridge-housing.org. Within five days of receipt of the complaint (or such further time as the tenant agrees), said Director (or Director's designee) shall meet with the tenant (and any tenant representative) to fully review the complaint and seek to resolve it. Within seven business days of this meeting, the Director (or Director's designee) will provide the tenant with a written response to the complaint detailing his/her findings, any proposed resolution, and notice of the tenant's appeal rights.

If the tenant is not satisfied with the resolution, he/she may submit the claim to the CHA Grievance Panel (attention: Legal Department). A copy of the grievance procedure is attached to the CHA public

housing lease and will be made available by the RCM upon request. The CHA Grievance Panel shall hear and decide the matter in an expeditious manner.

Signed in duplicate this on the dates indicated below

CAMBRIDGE HOUSING AUTHORITY,



Gregory Russ, Executive Director

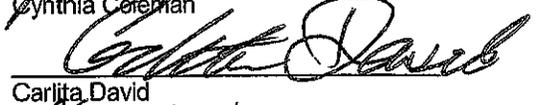


Date: 2-13-15

ON BEHALF OF THE PUTNAM
GARDENS RELOCATION COMMITTEE



Cynthia Coleman



Carlita David



Krystal Jackson



Dellamarie Morrison

Date: 2-8-15

Attachment A

Putnam Gardens Relocation Committee

revised 12.9.14

Committee Member Contact Information

<u>Name</u>	<u>Address</u>	<u>Phone #</u>	<u>Email</u>
Carrion, Jessica	1 Putnam Gardens #9	(617) 460-7408	igcarrion@comcast.net
Coleman, Cynthia	13 Putnam Gardens #119	(617) 794-8874	putnamgardenstenantcouncil@yahoo.com
David, Carlita	2 Putnam Gardens #21	(718) 564-3289	carnessa01@yahoo.com
Ferede, Yohanes	12 Putnam Gardens #114	(617) 888-5620	yohanes.1speed@yahoo.com
Gullage, Erin	4 Putnam Gardens #35	(617) 584-7763	egulla@gmail.com
Jackson, Krystal	6 Putnam Gardens #55	(857) 333-0104	krystal_jackson@live.com, mskrystalursula@gmail.com
Morrison, Dellamarie C.	6 Putnam Gardens #53	(617) 661-3065	NA
Dottin, Stacey	2 Putnam Gardens #17	(857) 417-2096	staceystacey1259@gmail.com
Tassew, Rebekah	7 Putnam Gardens #64	(617) 331-4684	rebekahtassew@gmail.com

CHA & Third Party Contact Information

<u>Name</u>	<u>Organization</u>	<u>Phone Number</u>	<u>Email</u>
Susan Hegel	Cambridge and Somerville Legal Services	(617) 603-2712	shegel@gbls.org
Ellen Shachter	Cambridge and Somerville Legal Services	(617) 603-2731	eshachter@gbls.org
Cheryl-Ann Pizza-Zeoli	ACT (Alliance of Cambridge Tenants)	(617) 499-7031	pizzazeoli194@msn.com
Jean Hannon	ACT (Alliance of Cambridge Tenants)	(617) 499-7031	marchanthannon@gmail.com
Elaine DeRosa	Cambridge Economic Opportunity Committee	(617) 868-2900	ederosa@ceoccambridge.org
Golnaz Tabatabai	Cambridge Economic Opportunity Committee	(617) 868-2900	gtabatabai@ceoccambridge.org
Jenepher Gooding	CHA Property Manager	(617) 499-7111	jgooding@cambridge-housing.org
Amy Winter	CHA Planning and Development	(617) 520-6259	awinter@cambridge-housing.org
John Woods	CHA Planning and Development	(617) 520-6254	jwoods@cambridge-housing.org

ATTACHMENT B

FUNDING SOURCES (as of 10/10/2014)

Source	\$
Bank Mortgage	14,477,000
Tax Credit Equity Investor	16,742,391
CHA Acquisition Loan	9,395,255
CHA/MTW Loan	10,705,500
Total Development Cost (TDC)	51,320,146

RELOCATION BUDGET

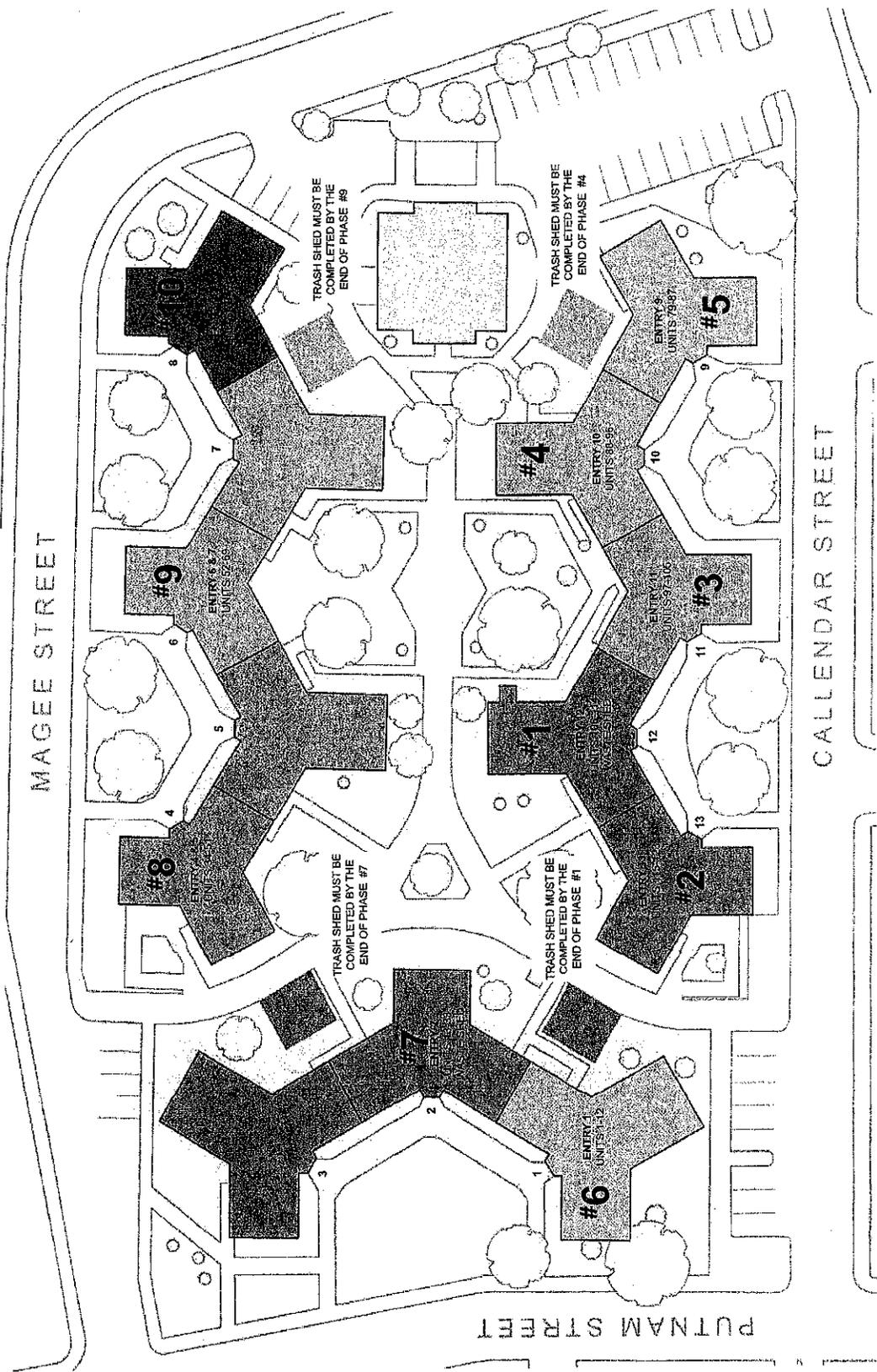
Activity	Estimated Budget
Moving Services (\$625 x 325 moves)	\$184,875
Packing Assistance (\$300 x 325 moves)	\$12,000
Utility Reconnection/Miscellaneous Costs (\$125 x 325 moves)	\$31,875
Cleaning and Extermination (\$200 x 150 moves)	\$27,000
Total Relocation Costs	\$255,750

**ATTACHMENT C -
PHASING SCHEDULE**

The CHA intends to renovate Putnam Gardens one door or stairway at a time (or depending on vacancies, by two doors at a time). Each stairway consists of the 9-12 apartments. They are listed on the next page. All apartments in the same stairway must be vacant before the work in the stairway can start. Please note that since Apartment 115 is part of two stairways, residents in that apartment will likely need to be out of their apartment for two construction phases.

Stairway 12 will need to be vacant first, followed by stairway 13, 11, 10, 9, 1, 2 and 3, 4 and 5, 6 and 7, and 8. An estimated time frame for when the construction work for the various stacks is anticipated to begin is below.

Revitalization of Putnam Gardens



PHASING PLAN

Putnam Gardens

Anticipated Construction and Relocation Schedule:

September 23, 2014

Construction Phase/Relocation Activity	Date	Stairway Impacted (Entry & Unit #'s)	Notes	Estimated Start of Relocation	Estimated Return Date	Notes
Contract Award	Oct 22, 14	N/A	Start submittal and mobilization process			Conditional NTP Need access to \$1 million
Construction Finance Closing	Dec 31, 14	N/A				Repay funds used as Conditional NTP
Issuance of NTP	Jan 15, 15	N/A	Begin common area construction			Begin count of construction contract period
First Stairway Available for Contractor	April 1, 15	N/A	First phase 5 months			Begin process for relo Phase 2 stairway

Construction Phase/Relocation Activity	Date	Stairway Impacted (Entry & Unit #'s)	Unit Size and Number of units	Start of Relocation Period	Estimated Return Date	Notes
Building 2						
#1		Entry 12 (106-115) Includes combined unit in Entry 13	5-2 beds; 3-4 beds; <u>1-access 4bd</u> 9	April 1, 2015	Aug 31, 2015	First Phase 5 months. Completed first trash shed by end of phase
#2		Entry 13 (116-123)	1-1 bed 3-2 beds; 2-2 bed access; <u>2-3beds</u> 8	Sept 1, 2015	Dec 31, 2015	4 Months
#3		Entry 11 (97-105)	9-2 beds	Jan 1, 2016	April 30, 2016	4 Months
#4		Entry 10 (88-96)	6-2 beds; <u>3-4 beds</u> 9	May 1, 2016	Aug 31, 2016	Completed second trash shed by end of phase
#5		Entry 9 (79-87)	6-2 beds; <u>3-3 beds</u> 9	Sept 1, 2016	Dec 31, 2016	Complete Building 2

Construction Phase/Relocation Activity	Date	Stairway Impacted (Entry & Unit #'s)	Unit Size and Number of units	Estimated Start of Relocation	Estimated Return Date	Notes
Building 1						
#6		Entry 1 (1-12)	6-1 beds; <u>6-3beds</u> 12	Jan 1, 2017	April 30, 2017	
#7		Entry 2 &3 (13-33)	6-1 beds; 3-2 beds; <u>12-3 beds</u> 21	May 1, 2017	September 31, 2017	First two entry phase- 5 months Completed third trash shed
Building 3						
#8		Entry 4&5 (34-51)	2- 1 bed H/C; 10-2 bed; 1-2 bed H/C; 2- 3 bed; <u>3-4bed</u> 18	October 1, 2017	February 28, 2018	Second 2 Entry Phase- 5 Months
#9		Entry 6&7 (52-69)	15- 2 bed; <u>3- 4 bed</u> 18	March 1, 2018	July 31, 2018	Third 2 Entry Phase- 5 Months
#10		Entry 8 (70-78)	6- 2 bed; <u>3- 3 bed</u> 9	August 1, 2018	December 1, 2018	Final Phase

Putnam Gardens Units by Building

Total

Bedroom #	Units
1 BR	15
2 BR	66
3 BR	29
4 BR	12
TOTAL	122

Building 1

Door #	Unit #	Floor #	Bedroom #	Unit Type	Sq. Ft.	Accessible
1	1	1	3	A	825	
1	2	1	1	B	510	
1	3	1	1	B (SIM)	500	
1	4	1	3	C	830	
1	5	2	3	A	825	
1	6	2	1	B	510	
1	7	2	1	B (SIM)	500	
1	8	2	3	C	830	
1	9	3	3	A	825	
1	10	3	1	B	510	
1	11	3	1	B (SIM)	500	
1	12	3	3	C	830	
2	13	1	3	D	810	
2	14	1	2	E	730	
2	15	1	3	F	820	
2	16	2	3	D	810	
2	17	2	2	E	730	
2	18	2	3	F	820	
2	19	3	3	D	810	
2	20	3	2	E	730	
2	21	3	3	F	820	
3	22	1	3	CR	830	
3	23	1	1	B (SIM) R	500	
3	24	1	1	BR	510	
3	25	1	3	AR	825	
3	26	2	3	CR	830	
3	27	2	1	B (SIM) R	500	
3	28	2	1	BR	510	
3	29	2	3	AR	825	
3	30	3	3	CR	830	
3	31	3	1	B (SIM) R	500	
3	32	3	1	BR	510	
3	33	3	3	AR	825	

Building 3

Door #	Unit #	Floor #	Bedroom #	Unit Type	Sq. Ft.	Accessible
4	34	1	1	P	525	X
4	35	1	2	Q	760	X
4	36	1	1	R	580	X
4	37	2	2	G	625	
4	38	2	3	H	815	
4	39	2	2	J	645	
4	40	3	2	G	625	
4	41	3	3	H	815	
4	42	3	2	J	645	
5	43	1	2	K	640	
5	44	1	4	L	925	
5	45	1	2	J	645	
5	46	2	2	K	640	
5	47	2	4	L	925	
5	48	2	2	J	645	
5	49	3	2	K	640	
5	50	3	4	L	925	
5	51	3	2	J	645	
6	52	1	2	K	640	
6	53	1	2	M	630	
6	54	1	2	N	645	
6	55	2	2	K	640	
6	56	2	2	M	630	
6	57	2	2	N	645	
6	58	3	2	K	640	
6	59	3	2	M	630	
6	60	3	2	N	645	
7	61	1	2	JR	625	
7	62	1	4	LR	950	
7	63	1	2	KR	635	
7	64	2	2	JR	625	
7	65	2	4	LR	950	
7	66	2	2	KR	635	
7	67	3	2	JR	625	
7	68	3	4	LR	950	
7	69	3	2	KR	635	
8	70	1	2	JR	625	
8	71	1	3	HR	830	
8	72	1	2	GR	635	
8	73	2	2	JR	625	
8	74	2	3	HR	830	
8	75	2	2	GR	635	
8	76	3	2	JR	625	
8	77	3	3	HR	830	
8	78	3	2	GR	635	

Building 2

Door #	Unit #	Floor #	Bedroom #	Unit Type	Sq. Ft.	Accessible
9	79	1	2	G	625	
9	80	1	3	H	815	
9	81	1	2	J	645	
9	82	2	2	G	625	
9	83	2	3	H	815	
9	84	2	2	J	645	
9	85	3	2	G	625	
9	86	3	3	H	815	
9	87	3	2	J	645	
10	88	1	2	K	640	
10	89	1	4	L	925	
10	90	1	2	J	645	
10	91	2	2	K	640	
10	92	2	4	L	925	
10	93	2	2	J	645	
10	94	3	2	K	640	
10	95	3	4	L	925	
10	96	3	2	J	645	
11	97	1	2	NR	665	
11	98	1	2	MR	618	
11	99	1	2	KR	635	
11	100	2	2	NR	665	
11	101	2	2	MR	618	
11	102	2	2	KR	635	
11	103	3	2	NR	665	
11	104	3	2	MR	618	
11	105	3	2	KR	635	
12	106	1	2	JR	625	
12	107	1	4	LR	950	
12	109	2	2	JR	625	
12	110	2	4	LR	950	
12	111	2	2	KR	635	
12	112	3	2	JR	625	
12	113	3	4	LR	950	
12	114	3	2	KR	635	
13	115	1	3	S	1250	X
13	116	1	2	QR	770	X
13	117	1	1	PR	535	X
13	118	2	2	JR	625	
13	119	2	3	HR	830	
13	120	2	2	GR	635	
13	121	3	2	JR	625	
13	122	3	3	HR	830	
13	123	3	2	GR	635	

ATTACHMENT D

THE MOVING PROCESS: KNOW YOUR RIGHTS AND RESPONSIBILITIES

Dear Putnam Gardens Resident:

The upcoming construction at Putnam Gardens requires that you and your neighbors must move out of your apartment. You will have many important choices and opportunities resulting from the construction project. You should carefully and thoroughly consider all of your relocation options before making a selection. Once you are notified of your move date, you must pack all your belongings, and be ready to move on your specified date. Professional packing services will be made available as necessary. It is important that you know your rights and responsibilities.

Your Rights

1. To have the Cambridge Housing Authority (CHA) provide you with a choice of relocation options which will provide you with decent, safe and affordable housing as you move from Putnam Gardens or to another Putnam Gardens apartment.
2. To provide you with an apartment at Putnam Gardens, another CHA development or a Section 8 when you are relocated for modernization purposes in accordance with the terms and conditions of the Putnam Gardens Resident Relocation and Unit Assignment Policies and Procedures Agreement.
3. To guarantee permanent housing at Putnam Gardens upon completion of its revitalization program as specified in the Assurance of Permanent Housing and Benefits you have received.
4. To have the CHA cover all eligible moving-related expenses associated with the relocation including actual moving cost and utility reconnections, and to provide moving assistance to those in need.
5. To offer you, to the degree possible, a limited choice among moving dates.
6. To have the CHA or its agent provide moving boxes and related packing materials as needed.
7. To have the CHA provide at least 30 days' notice of your actual move date and not to move you during the fourth week of November, the last two weeks of December, or when you are celebrating a culturally or religiously significant event.
8. To have the CHA conduct a fair and open process in full accordance with the policies and procedures detailed in the Putnam Gardens Resident Relocation and

Unit Assignment Policies and Procedures Agreement.

9. To have an avenue within CHA to grieve any individual complaints.

Your Responsibilities

1. To specify preference as to the relocation option you wish to use during the upcoming Putnam Gardens construction project.
2. To move upon notice during the specific time period irrespective of any pending grievance related to relocation or continuing occupancy. However, your right to file a grievance will not be waived by such a move provided notice is filed before the move.
3. To pack all your belongings and prepare furniture for moving with the exception of items which the residents may wish to move on their own, such as fragile items, plants, and electronic equipment. Everything but furniture must be packed in boxes. Curtains and/or drapes must be packed. Residents must notify the CHA if their need assistance with any packing 10 days prior to their scheduled move.
4. To arrange with utility companies to have your services transferred to your new apartment, and to cover all associated arrearage.
5. If you are moving to another CHA development, a Section 8 unit, or permanently to another Putnam Gardens apartment, to notify the post office, Social Security, and other agencies, individuals, companies, etc. of your change in address.
6. To be ready to move all your belongings on the specified date, and to be home and ready when the movers arrive.

ATTACHMENT E

NOTICE OF NON-DISPLACEMENT

(date)

Dear _____:

On September 16, 2013, the Cambridge Housing Authority (CHA) notified you of proposed plans to rehabilitate the property you currently occupy at Putnam Gardens in Cambridge for a project which could receive approval from the U.S. Department of Housing and Urban Development (HUD) under the Rental Assistance Demonstration (RAD) program to convert Putnam Gardens from the federal public housing program to the RAD project-based voucher program. On December 20, 2013, the project was approved for conversion under RAD after a period of due diligence. Once final approval is received after the due diligence period is completed, renovation work will begin at Putnam Gardens. Right now, we anticipate that work will begin in April 2015.

- **This is a notice of nondisplacement.** You will not be required to move permanently as result of the renovation work at Putnam Gardens.

This notice guarantees you the following:

1. Upon completion of the rehabilitation, you will be able to lease and occupy your present apartment or another suitable, decent, safe and sanitary apartment in the same building under reasonable terms and conditions as outlined in the Putnam Gardens Resident Relocation and Unit Assignment Policies and Procedures Agreement.
2. You will need to move temporarily so that the renovation work can be completed. The CHA will provide assistance with moving and packing, covering these costs directly. In addition, the CHA will reimburse you all of your extra expenses, such as utility reconnection fees and any increased interim housing costs. The temporary unit you move to will be decent, safe and sanitary, and all other conditions of the temporary move will be reasonable.

Since you will have the opportunity to occupy a newly rehabilitated apartment at Putnam Gardens, I urge you not to move from Putnam Gardens. (If you do elect to move from Putnam Gardens for your own reasons, you will not receive any relocation assistance).

We will make every effort to accommodate your needs. Because federal funding is involved in this project, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Of course, you must continue to comply with the terms and conditions of your lease.

NOTICE OF DISPLACEMENT

(for residents who wish to move and do move from Putnam Gardens during construction)

(date)

Dear _____:

On September 16, 2013, the Cambridge Housing Authority (CHA) notified you of proposed plans to rehabilitate the property you currently occupy at Putnam Gardens in Cambridge for a project which could receive approval from the U.S. Department of Housing and Urban Development (HUD) under the Rental Assistance Demonstration (RAD) program to convert Putnam Gardens from the federal public housing program to the RAD project-based voucher program. On December 20, 2013, the project was approved for conversion under RAD after a period of due diligence. Once final approval is received after the due diligence period is completed, renovation work will begin at Putnam Gardens. Right now, we anticipate that work will begin in April 2015.

In order for the CHA to complete the renovation work at Putnam Gardens, you will need to be relocated for up to approximately four years until the project's completion. Upon its completion, you will be able to lease and occupy a decent, safe, and sanitary unit at Putnam Gardens in accordance with the "Putnam Gardens Resident Relocation and Unit Assignment Policies and Procedures Agreement".

- **This is your Notice of Eligibility for relocation assistance**
- **The effective date of your eligibility is _____ (insert date).**

However, you do not need to move now. You will be provided written notice of the date by which you will be required to move. This date will be no less than 90 days from the date comparable replacement housing has been made available to you. In addition, in accordance with the Putnam Gardens Resident Relocation and Unit Assignment Policies and Procedures and the requirements specified in PIH Notice 2012-30, Rev 1, RAD Final Implementation Notice, you are eligible to return to Putnam Gardens at the completion of construction. CHA will notify you at least one hundred (100) days before the estimated date that the newly renovated Putnam Gardens will be available for occupancy so you may visit Putnam Gardens, and determine whether or not you are interested in returning.

Enclosed is a brochure entitled, "Relocation Assistance to Tenants Displaced From Their Homes." Please read the brochure carefully. It explains your rights and provides additional information on eligibility for relocation payments and what you must do in order to receive these payments.

The relocation assistance to which you are entitled includes:

Relocation Advisory Services. Includes counseling and other assistance to help you find another home and prepare to move.

Payment for Moving Expenses. You may choose: (1) a payment for your actual reasonable moving and related expenses, or (2) a fixed moving payment in the amount of \$ _____ based on the URA Fixed Residential Moving Cost Schedule, or (3) a combination of both. Please note you could also opt to use a moving company hired by the CHA to carry out your move at no cost to yourself.

Replacement Housing Payment. You may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors including: (1) the monthly rent and cost of utility services for a comparable replacement dwelling, (2) the monthly rent and cost of utility services for your present home, and (3) for low-income persons, 30 percent of your average monthly gross household income. This payment is calculated on the difference in the old and new housing costs for a one-month period and multiplied by 48.

Listed below are three comparable replacement dwellings that you may wish to consider for your replacement home. If you would like, we can arrange transportation for you to inspect these and other replacement dwellings.

	Address	Rent & Utility Costs	Contact Info
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

We believe that the dwelling located at (address) is the most representative of your present Putnam Gardens apartment. The monthly rent and the estimated average monthly cost of utilities for this dwelling is \$ _____ and it will be used to calculate your maximum replacement housing payment. Please contact us immediately if you believe this dwelling is not comparable to your current home. We can explain our basis for selecting this dwelling as most representative of your current home and discuss your concerns.

Based on the information you have provided about your income and the rent and utilities you now pay, you may be eligible for a maximum replacement housing payment of approximately \$ (48 x \$ _____), if you rent the dwelling identified above as the most comparable to your current home or rent another dwelling of equal cost.

Replacement housing payments are not adjusted to reflect future rent increases or changes in income. This is the maximum amount that you would be eligible to receive. If you rent a decent, safe and sanitary home where the monthly rent and average estimated utility costs are less than the comparable dwelling, your replacement housing payment will be based on the actual cost of the dwelling. We will not base your payment on any dwelling that is not a comparable replacement

home. All replacement housing payments must be paid in installments. Your payment will be paid in #_ installments.

Should you choose to purchase (rather than rent) a decent, safe and sanitary replacement home, you would be eligible for a downpayment assistance payment which is equal to your maximum replacement housing payment, \$ _____ or \$5,250 whichever is less. Let us know if you are interested in purchasing a replacement home and we will help you locate such housing.

Please note that all replacement housing must be inspected in order to ensure it is decent, safe and sanitary before any replacement housing payments are made.

If you have any questions about this letter and your eligibility for relocation assistance and payments, please contact _____ (*name*), _____ (*title*) at _____ (*phone*), _____ (*address*) before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which you may be entitled.

Remember, do not move or commit to the purchase or lease of a replacement home before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.

Sincerely,

(name and title) .

ATTACHMENT F

Putnam Gardens
Assurance of Permanent Housing and Benefits

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

Executed in duplicated on the dates listed below.

RESIDENT

Date

CAMBRIDGE HOUSING AUTHORITY

Date

Gregory P. Russ, Executive Director

Date

Jenepher Gooding, Property Manager

ATTACHMENT G

Washing Machine 'Buy-Back' Policy Associated with Revitalization of Putnam Gardens:

Current residents of Putnam Gardens will not be allowed to bring their current washing machines back to the Revitalized Putnam Gardens units. The CHA will supply new washing machines in each of the units.

In acknowledgement of the impact on residents who have previously purchased their own washing machines the CHA is providing residents with the option to buy-back their current washing machines under the following conditions:

1. Residents who have purchased a new washing machine within the last ten years will be reimbursed for the original cost of the washing machine adjusted based on a straight-line 10-year depreciation value tied to the anniversary of the purchase of the machine. It will be the responsibility of the resident to provide either documentation of the original purchase in the form of receipts or documentation of the original purchase price and documentation verifying the date of purchase.

Example: Putnam Garden resident purchased a washing machine in June of 2012 and paid \$600 for this washing machine as documented by sales receipt. In June of 2015 the resident is required to relocate from their current unit. Because the washing machine is three years old and depreciation is 10% per year (here, \$60 per year), the value of the washing machine is \$420 determined as follows:

Original Price:	\$600
Depreciation:	- \$180 (Based on three years of depreciation at \$60 per year)
<hr/>	
CHA Buy-Back Amt:	\$420

2. If the resident's washing machine is in operating condition and is older than ten years OR if the resident does not have documentation of the original purchase, then the CHA will purchase the machine for \$200.
3. In any event, the CHA will pay the resident a minimum of \$200 for any washing machine in operating condition.

ATTACHMENT H

RELOCATION EXCEPTION TO CHA PET POLICY For PUTNAM GARDENS RESIDENTS

1. This Relocation Exception to the CHA Pet Policy for Putnam Gardens Residents has been established for households relocating outside and within Putnam Gardens to facilitate the redevelopment effort. One cat per household which resided on-site as of November 20, 2014 is covered by this Policy. These cats are "grandfathered" for the life of the household's tenancy at all CHA public and affiliate housing, except that no cats are allowed at Woodrow Wilson Court and condo units due to the specific limitations of these sites. Grandfathered cats are permitted to return to the "new" Putnam Gardens. However, no NEW pets (other than in accordance with CHA's existing pet policy or as permitted as a reasonable accommodation) are permitted at Putnam Gardens or at any other CHA family sites.
2. The resident must complete the attached Lease Rider with all associated documentation and submit it to the Manager by April 2, 2015 or other extended date upon a showing of good cause to register a "grandfathered" cat. However, for those cats not already neutered or spayed, the resident must arrange for such neutering/spaying and submit documentation to the CHA Manager of the neutering/spaying and vaccinations by the date the resident is scheduled to move off site or, if the resident is remaining on site during construction, then by the date the resident is scheduled to move into the new Putnam Gardens. CHA will send a letter to all Putnam Gardens residents within one week of passage of this agreement regarding the timeframe and requirements for registering cats.
3. Resident shall pay a pet deposit of \$200 or one month's rent, whichever is less. This deposit may be paid in installments over a twelve month period; however, the first installment shall be paid in advance of moving to a relocation unit. (The pet deposit installments shall be kept separate from the resident's rent charges and shall be placed in a separate bank account with interest payable to the Resident). Should this deposit or any amount of it be used to pay for damages, the resident will make arrangements satisfactory to the Manager to replenish the deposit to its full amount. This deposit is refundable if no damage is done, as verified by the Cambridge Housing Authority, after resident disposes of the pet or the resident moves. Tenants who own birds in cages or fish in aquariums will not be required to pay the deposit.
4. If pets are left unattended for 24 hours or more, Cambridge Housing Authority may enter to remove the pet and transfer it to the caretaker named on the pet rider or to the proper authorities if the caretaker refuses to accept the pet. The Cambridge Housing Authority accepts no responsibility for the pet under such circumstances.

5. Registration of the cat (including photo) with the Manager will occur regularly. Proof of current up-to-date inoculations and verification that the cat has been neutered or spayed must be provided at that time.
6. All female cats over the age of 8 months must be spayed. All male cats over the age of 10 months must be neutered. If health problems prevent such spaying or neutering, a veterinarian's certificate satisfactory to the Cambridge Housing Authority will be necessary to allow the pet to move into or live in the building.
7. Permitted pets are "grandfathered" cats, birds in cages and fish in aquariums. Cats must weigh under 30 pounds. Gerbils, hamsters, ferrets, mice, reptiles or rabbits are not allowed. The Cambridge Housing Authority reserves the right to determine if other animals not now named are inappropriate pets for apartment dwellers. Dogs are not permitted.
8. Resident shall not permit any disturbance by his/her pet which would interfere with the quiet enjoyment of other residents, whether by loud howling, biting, scratching, chirping or other such activities.
9. Pets must be restrained on a leash, carried, or in a cage or aquarium at all times when on the development's common grounds or visiting in the apartment of another resident. In elevator buildings, pets must be on a short leash (pet is to be held close to the owner's body) or pet will be carried.
10. Every cat must wear a valid rabies tag and a tag bearing the owner's name, address and phone number.
11. No pets that bite or attack may be kept in Cambridge Housing Authority housing.
12. Resident shall take adequate precautions to eliminate any pet odors within or around unit and maintain unit in a sanitary condition at all times.
13. Resident is responsible for promptly cleaning up pet droppings, if any, outside of unit, and properly disposing of said droppings in a sealed plastic bag in the trash area designated by the Manager for such use.
14. A plastic litter box will be maintained in a clean and sanitary manner and placed only on uncarpeted areas in the apartment and the litter will be changed and disposed of at least twice weekly in a sealed plastic bag in the trash area designated by the Manager for such use.
15. Pets are not permitted in common rooms, including but not limited to community rooms, laundry rooms, TV rooms, kitchens, libraries, etc. Cats will be caged or carried at all times in common hallways.

16. Residents are not allowed to exercise their pet in Cambridge Housing Authority common space or dispose of waste on Cambridge Housing Authority property other than in receptacles set aside for this purpose. Use of garbage chutes or toilets to dispose of pet waste is expressly forbidden.
17. Management will conduct unit inspections with proper notice as necessary to make sure that the apartment is maintained in a safe and sanitary condition and that the pet is being cared for. Should any damage be evident, Management will assess charges that the resident will be responsible for paying. Serious violations can result in eviction.
18. If the Cambridge Housing Authority determines that a pet is a nuisance or threat to the safety or security of the person or property, the Cambridge Housing Authority may order the pet to be removed within 30 days.
19. If the behavior of the pet is determined to be an imminent threat to the health and safety of other residents, the Cambridge Housing Authority may order the pet to be removed within 24 hours.
20. Residents who violate these rules are subject to: a) being required to remove the pet from Cambridge Housing Authority premises within 30 days of notice by the Housing Authority; and/or b) eviction.
21. Any resident who disputes the Cambridge Housing Authority's action or inaction under this Relocation Exception to CHA Pet Policy for Putnam Gardens Residents has the right to grieve such action or inaction. The Grievance Procedure currently attached to the Cambridge Housing Authority's public housing lease, as it may be amended from time to time, shall apply to such grievances.

I AGREE TO COMPLY WITH ALL THE ABOVE REGULATIONS PER THIS RELOCATION EXCEPTION TO CHA PET POLICY FOR PUTNAM GARDENS RESIDENTS. I UNDERSTAND THAT SERIOUS OR PERSISTENT FAILURE TO COMPLY WILL RESULT IN THE REVOCATION OF THIS PET RIDER, IN WHICH CASE I WILL BE REQUIRED TO REMOVE MY PET FROM MY CAMBRIDGE HOUSING AUTHORITY APARTMENT OR TO RELINQUISH OCCUPANCY OF MY UNIT.

I UNDERSTAND THAT AT THE SOLE DISCRETION OF THE MANAGEMENT UPON WRITTEN NOTICE TO THE RESIDENT, I WILL REMOVE SAID PET FROM THE PREMISES WITHIN 30 DAYS (AS REFERENCED ABOVE) OR WITHIN 24 HOURS NOTICE (IF THE PET IS DETERMINED BY THE CAMBRIDGE HOUSING

AUTHORITY TO BE AN IMMINENT THREAT TO THE HEALTH AND SAFETY OF OTHER RESIDENTS).

I UNDERSTAND THAT MANAGEMENT RESERVES THE RIGHT TO CHANGE THESE RULES AND REGULATIONS (SET FORTH IN PARAGRAPHS 3 THROUGH 20) FROM TIME TO TIME, PROVIDING SUCH CHANGES ARE IN COMPLIANCE WITH THE LAW.

THIS PET POLICY HEREBY INCORPORATES BY REFERENCE ALL LAWS AND RULES ESTABLISHED BY THE CITY OF CAMBRIDGE ON ANIMALS.

Tenant

Date

Manager

Date

PET RIDER

This pet rider to the lease between _____
(Tenant)

and the Cambridge Housing Authority is made a part of the lease entered into on

_____. This pet rider allows ONE "grandfathered" cat
(Date)

named _____ who is approximately _____ years old on the date
this PET RIDER is signed.

1. Both parties have read and signed the attached Relocation Exception to the CHA Pet Policy for Putnam Gardens in effect for households relocating from Putnam Gardens to facilitate the redevelopment effort.
2. The resident will keep his/her pet in a responsible manner and provide proper care for it.
3. The resident will be liable for any damage or injury caused by his/her pet. If the resident's pet deposit does not cover the damage, Management and the resident will agree on a payment plan to pay for the damage as well as replace the pet deposit.
4. The residents will register the pet with the Manager regularly. Proof of current up-to-date inoculations, verification that the pet has been neutered or spayed and a current photo must be provided in accordance with the attached Relocation Exception to the CHA Pet Policy for Putnam Gardens.
5. Resident will provide the name, address, and telephone number, in the space provided below, of a pet caretaker who will assume responsibility for the pet should the resident be unable to care for the pet. Resident will also provide the name, address, and telephone number of the veterinarian responsible for the pet's health care.

PET CARETAKER:

Name: _____

Address: _____

Telephone _____

VETERINARIAN:

Name: _____

Address: _____

Telephone _____

Rental Assistance Demonstration Program

RAD Relocation and Transition Plan

APPROVED JUNE 25, 2015



Contents

CONTENTS.....	2
GENERAL INFORMATION	3
PROJECT SUMMARY.....	9
RELOCATION ASSISTANCE.....	12
TEMPORARY AND EXTENDED TEMPORARY RELOCATION SERVICES.....	14
VOLUNTARY PERMANENT RELOCATION SERVICES.....	17
THE RELOCATION PROCESS.....	19
OTHER ACTIVITIES.....	23
RESIDENT GREIVANCES.....	24
RIGHT TO RETURN.....	27
APPENDICES #1 – 14 PROPERTY SPECIFIC RELOCATION PROFILES.....	30
EXHIBITS.....	45
EXHIBIT 1: DEVELOPMENT TEAMS BY PROPERTY	46
EXHIBIT 2: SAMPLE RESIDENT ASSESSMENT FORM.....	47
EXHIBIT 3: RAD NOTICE OF RELOCATION (LESS THAN 12 MONTHS)	49
EXHIBIT 4: RAD NOTICE OF RELOCATION (12 MONTHS OR MORE).....	51
EXHIBIT 5: 90 DAY NOTICE TO VACATE.....	53
EXHIBIT 6: NOTICE OF NON-DISPLACEMENT	54
EXHIBIT 7: RAD NOTICE OF ELIGIBILITY FOR URA RELOCATION ASSISTANCE.....	55
EXHIBIT 8: PUBLIC HOUSING LEASE TERMINATION AND OFFER OF NEW LEASE	57
EXHIBIT 9: FREQUENTLY ASKED QUESTIONS.....	58
EXHIBIT 10: COMMENTS RECEIVED ON THE DRAFT RELOCATION PLAN.....	62

Purpose

This Relocation and Transition Plan sets forth the policies and procedures to be utilized by the San Francisco Housing Authority and its Development Partners for relocation of residents from Public Housing Communities as the result of conversion from Public Housing subsidy to Project Based Voucher subsidy under the Rental Assistance Demonstration Program (RAD).

Resident Right to Return

RAD Program rules prohibit any permanent involuntary relocation of residents as a result of conversion. Residents that are temporarily relocated retain the right to return to the property once construction has been completed and the units are decent, safe and sanitary conditions. The period during which residents may need to be temporarily relocated will be determined by the period of rehabilitation or construction which is specific to each project.

In addition to the RAD Program rules, the San Francisco Housing Authority and the Mayor's Office of Housing and Community Development will require each Development Team to execute a ground lease which shall set forth the obligations and responsibilities of the Developer to comply with all relocation and right to return requirements under the RAD Program.

Objective

The objective of this plan is to minimize the hardships of relocation and to ensure that each resident moving due to a RAD project activity is provided the full measure of assistance for which the resident is eligible.

Relocation will be a necessary part of RAD conversion in order to achieve the level of capital improvements required at each property in the RAD portfolio. The SFHA is committed to a deeply intentional relocation process with the following goals:

- Minimize disruption to the affected households;
- Efficiently utilize and coordinate limited resources;
- Clearly communicate rights, benefits and responsibilities of all parties; and,
- Follow all applicable statutes and regulations at the federal and state levels.

The RAD relocation strategy will be guided by three priorities:

1. No involuntary permanent relocation.
2. Temporary relocation that is as limited in duration as possible.
3. Relocation of tenants on-site where and when possible.

Background

In December 2012, the U.S. Department of Housing and Urban Development (HUD) notified the Housing Authority of the City and County of San Francisco (SFHA) that it had been declared a “troubled” agency. As a result of this designation, in his State of the City speech in January 2013, Mayor Edwin Lee called for a community process to help re-envision the San Francisco Housing Authority (SFHA).

Over a period of several months, representatives from 72 organizations including residents, non-profit service providers, affordable housing developers, local labor unions, private sector development experts and representatives from HUD met to discuss strategies for improving the delivery of services to public housing residents.

The result of this process was a detailed report and action plan: “**SFHA Re-Envisioning**”. The key finding identified in this report is stated below.

“As a result of the severe decline in federal funding over the years, SFHA as currently constituted cannot adequately deliver housing services to its residents. SFHA must adapt its 75 year-old organizational structure, governance, and housing model to become a more professional, accountable and transparent housing provider that meets the complex and varied needs of its residents.”

“To deliver quality housing and services to meet resident needs, SFHA will need to develop an enhanced partnership with the City and County of San Francisco, HUD, affordable housing developers, community based organizations and SFHA residents.”

Recommendations in the Re-Envisioning Report fall into six categories. This RAD Relocation and Transition Plan responds to recommendations related to Financing and Recapitalization. These recommendations directed SFHA to engage the Mayor’s Office of Housing and Community Development (MOHCD) to evaluate the building conditions of all SFHA properties and develop a model to facilitate physical improvements and upgrade building conditions.

MOHCD’s evaluation found that that a large number of the public housing properties suffer from deferred maintenance and require extensive capital improvements. The most recent physical needs assessment identified \$270 million of immediate maintenance needs across all properties.

In addition, as noted in independent audits and through stakeholder input, property management services are inefficient resulting in high vacancy rates, lengthy and expensive turnover and consistently poor response to maintenance requests.

SFHA Re-Envisioning concludes that the current Housing Authority model is overly reliant on federal funding. HUD funding levels have continuously declined and have not kept up with increased costs of managing and operating obsolete public housing, hindering SFHA’s ability to provide adequate services, maintenance and oversight. The continued mismatch of resources and demand has resulted in a decline in SFHA operational capacity.

Rental Assistance Demonstration Program

The San Francisco Housing Authority in collaboration with the Mayor's Office of Housing and Community Development (MOHCD) identified the Rental Assistance Demonstration (RAD) Program as a viable model to transform the public housing portfolio.

RAD was authorized by the Consolidated and Further Continuing Appropriations Act of 2012 which provided fiscal year 2012 appropriations for HUD. Although no new funding was authorized for RAD, it authorized the conversion of public housing to long term project based rental assistance or vouchers. This conversion enables PHA's to utilize the property as security for debt which facilitates financing for capital improvements. The statutory prohibition to collateralize public housing property is removed under the RAD conversion.

To implement the portfolio-wide RAD conversion, SFHA and MOHCD engaged eight Development Teams through an open solicitation and Request for Qualifications. Selected Development Teams are community-based non-profit entities with extensive experience developing housing for low income households in San Francisco either individually or in joint-venture with other entities.

Together, SFHA, MOHCD and their Development Partners will transform San Francisco's Public Housing into financially viable real estate assets; improve resident quality of life; and, ensure sustainability of affordable housing for the City's most vulnerable and lowest income residents.

Definitions

- A. **Act** - The United States Housing Act of 1937, as amended (42 U.S.C. 1401 et seq.)
- B. **Authority** – The Housing Authority of the City and County of San Francisco or SFHA.
- C. **CRAL** – California Government Code Section 7260 et seq. and the California Relocation Assistance and real Property Acquisition Guidelines, Title 15, CCR, Section 6000 et seq., the Guidelines and collectively the California Relocation Law.
- D. **Development Partners** - The selected development teams for each Public Housing property to be converted under the RAD Program identified in Exhibit 1.
- E. **Early Move** – A voluntary move of a resident household after receipt of the written General Information Notice (GIN) but prior to receipt of the written RAD Notice of Relocation.
- F. **Eligible Resident** - Any resident of the project at the time of Initiations of Negotiations (ION) that is not unlawfully occupying a unit.
- G. **Extended Temporary Relocation** – Relocation twelve months or more, in which the tenant retains their right to return to the RAD converted property.

- H. **Extended Temporary Relocation Assistance** – All relocation assistance and payments required under URA for extended temporary relocation.
- I. **HUD** - The United States Department of Housing and Urban Development
- J. **Ineligible Residents** – A resident that is unlawfully occupying a unit shall not be eligible for relocation assistance
- K. **ION Date** - Initiation of Negotiations for RAD projects is the date of the issuance of the RAD Conversion Commitment (RCC). Initiation of Negotiations under the State of California is the date of the Option to Lease and Purchase Agreement for each property.
- L. **MOHCD** – The City of San Francisco, Mayor’s Office of Housing and Community Development.
- M. **PBV** – Project Based Vouchers; the form of subsidy to be provided to the property post-RAD conversion under a Housing Assistance Payment (HAP) Contract.
- N. **Public Housing** – Housing developed under Section 9 of the 1937 Housing Act governed by an Annual Contributions Contract (ACC) between HUD and SFHA with restricted use pursuant to the Declaration of Trust (DOT) and includes the properties identified in Exhibit 1.
- O. **RAD** - Rental Assistance Demonstration Program, Consolidated and Continuing Appropriations Act of 2012 (Public Law 112-55, approved November 18, 2011) with implementing PIH Notice 2012-32 REV 1 (also FR Notice 5630-N-05, 78 FR 39759- 39753 July 2, 2013).
- P. **Rehabilitation** - A construction program to make physical improvements to the property necessary to extend the development’s long-term viability which may require residents to relocate.
- Q. **Relocation** - Resident required moves as a result of a Rental Assistance Demonstration conversion under the Public Housing component of the demonstration.
- R. **Relocation Period** - The period during which residents may need to be relocated, determined by the period of rehabilitation or construction and specific to each property.
- S. **Relocation Plan** - The written document adopted by the Board of Commissioners of the San Francisco Housing Authority that governs the policies and procedures to be utilized by the Developer in the implementation of temporary relocation and re-occupancy of rehabilitated housing units.
- T. **Right to Return** - The right of Eligible Residents that are relocated (through temporary relocation or extended temporary relocation) to return to a property converted under RAD after completion of the rehabilitation and/or construction.

- U. **Public Housing Right to Return to Revitalized Housing** – San Francisco City ordinance 227-12 amending the San Francisco Administrative Code by adding Chapter 39, Sections 39.1 through 39.9 and Section 37.6; provides public housing tenants a right to return if the tenant is not in the eviction process, having been duly and properly served with a summons and complaint by SFHA or has not been evicted from a unit that is managed by SFHA.
- V. **SFHA** – The Housing Authority of the City and County of San Francisco.
- W. **Temporary Relocation** - Relocation of less than twelve months in which the resident retains their right to return to the property.
- X. **Temporary Relocation Assistance** – All relocation assistance and payments required under URA for temporary relocation.
- Y. **Unlawful Occupancy** - Unlawful occupancy is: (1) occupancy by a person that has been ordered to move by a court of competent jurisdiction; (2) or, if the person’s tenancy has been lawfully terminated by SFHA for cause, the tenant has vacated the premises, and the termination was not undertaken for the purpose of evading relocation assistance obligations.
- Z. **URA** - The Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended; statute and implementing regulations at 49CFR part 24.
- AA. **Voluntary Permanent Relocation** -. Relocation option based on resident choice when relocation time period will exceed 12 months and resident chooses not to proceed with extended temporary relocation as confirmed by written consent of resident, relinquishing their right to return.
- BB. **Voluntary Permanent Relocation Benefits** - All relocation assistance and payments at the greater of the CRAL or URA levels.

Applicable Legal Authority

All relocation policies, procedures and activities will be conducted in accordance with the applicable rules and regulations of the RAD Program, HUD requirements and corresponding provisions of the laws of the State of California and the City and County of San Francisco as identified below.

1. Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55, approved November 18, 2011).
2. The Rental Assistance Demonstration Program requirements; Consolidated and Continuing Appropriations Act of 2012 (Public Law 112-55, approved November 18, 2011) with implementing PIH Notice 2012-32 REV 1 (also FR Notice 5630-N-05, 78 FR 39759-39753 July 2, 2013).

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the “Uniform Act” or “URA”), as amended, and its implementing regulations at 49CFR, Part 24.
4. California Relocation Law (California Government Code Section 7260 et seq. and the California Relocation Assistance and Real Property Acquisition Guidelines, Title 15, CCR, Section 6000 et seq.; the “Guidelines”).
5. Fair Housing and Equal Opportunity Provisions:
 - a. Title VI of the Civil Rights Act of 1964;
 - b. Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 88);
 - c. Executive Order 11063; and,
 - d. Section 504 of the Rehabilitation Act of 1973;
 - e. The Age Discrimination Act of 1975; and,
 - f. Title II of the Americans with Disabilities Act (to the extent it applies, otherwise Section 504 and the Fair Housing Amendments govern).
6. Violence Against Women Reauthorization Act of 2005 (VAWA).
7. Equal Access to Housing Regardless of Sexual Orientation or Gender Identity Final Rule.
8. PIH Notice 2014-17, Relocation Requirements under the Rental Assistance Demonstration Program, Public Housing in the First Component.
9. The City of San Francisco Public Housing Right to Return to Revitalized Housing Ordinance.
10. All other applicable requirements and modifications of the above as applicable.

Non Discriminatory Statement

Residents who are relocated under temporary, extended temporary or voluntary permanent relocation, as a result of the rehabilitation shall be relocated to other decent, safe, sanitary and affordable housing (at rents no higher than permitted under the Act) on a non-discriminatory basis without regard to race, color, religion, creed, national origin, handicap, age, familial status, sex, sexual preference, sexual orientation or gender identity and in compliance with Federal, State and Local laws.

References

The use of the words “tenant; resident; family; or, household” in this document shall be interchangeable and have the same meaning and context; and, whether used in the singular shall include the plural, and vice versa as the context may require.

Preservation

Significant capital improvements are needed at many of the Public Housing communities to restore long term viability. To preserve their continued affordability a significant portion of the SFHA Public Housing portfolio as identified in Exhibit 1, will be converted from Public Housing operating subsidy to Project Based Voucher Subsidy under the Rental Assistance Demonstration Program.

This Plan applies only to the SFHA traditional Public Housing portfolio that will be converted under RAD. Conversion of Public Housing units that are part of mixed finance communities under the Federal HOPE VI Program; the HOPE San Francisco Program; or the Choice Neighborhood Initiative is discussed in project specific plans. This plan has no applicability to properties that will remain as Public Housing.

Project Structure

Ownership of each Public Housing property will transfer from the Housing Authority to the selected Development Team and/or a related affiliate of the Development Team. The Housing Authority will retain ownership of the land and provide a long term ground lease to the ownership entity.

The Development Team/Owner shall acquire the existing improvements and is responsible for financing and completion of all necessary and desired capital improvements. Properties will undergo various levels of rehabilitation financed with private and public investment including tax exempt bonds; Low Income Housing Tax Credits; private mortgage proceeds and public loan funds.

The specific redevelopment plans for each property are detailed and will be further refined in various documents including;; Ground Lease Agreements; the RAD Commitment to Enter into a HAP (CHAP); the RAD Conversion Commitment (RCC); and other related documents that will constitute closing of the RAD transaction.

Level of Rehabilitation/Construction

Property rehabilitation will include construction work in common areas as well as individual apartments. It is anticipated that the level of rehabilitation to be completed in individual apartments will generally require residents to vacate the unit. However, construction at most properties will be carried out in multiple phases and residents will be moved within the same property in so far as possible, pursuant to construction phasing plans.

Common area construction is generally expected to be completed while residents are in occupancy. If construction will require residents to vacate their apartment unit, the unit construction shall not commence until such time that residents have been appropriately relocated to another unit within the same property or off-site to a decent, safe and sanitary unit.

Minimizing Adverse Impact of Relocation

To minimize adverse effects of relocation on residents, the RAD conversion strategy is a two phase approach. The Phases were designed geographically so that not all projects in a specific neighborhood/area would be under construction at the same time. Under this phased approach, every effort will be made to provide families with an opportunity to remain in close proximity to their current housing and support systems.

Phase I - The first phase of the portfolio-wide RAD Conversion consists of 14 properties with a total of 1,427 existing units. The chart below identifies the Phase I properties.

#	PROJECT NAME	EXISTING UNITS	POST-RAD RESIDENTIAL UNITS	UNSUBSIDIZED ONSITE MANGER UNITS	PROJECT TYPE
1	227 Bay	51	49	1	Senior/Disabled
2	990 Pacific	92	91	1	Senior/Disabled
3	Robert B. Pitts	203	199	2	Family
4	939 Eddy / 951 Eddy	60	61	1	Senior/Disabled
5	430 Turk	89	88	1	Senior/Disabled
6	666 Ellis	100	98	1	Senior/Disabled
7	Holly Courts	118	117	1	Family
8	25 Sanchez	90	89	1	Senior/Disabled
9	462 Duboce	42	41	1	Senior/Disabled
10	255 Woodside	110	108	1	Senior/Disabled
11	1880 Pine	113	112	1	Senior/Disabled
12	345 Arguello	69	68	1	Senior/Disabled
13	491 31st	75	74	1	Senior/Disabled
14	Hunter's Point East-West	215	211	2	Family
	TOTAL	1427	1406	16	

Phase II - The second phase of the RAD conversion consists of 14 properties containing a total of 2,070 existing units. Development plans for Phase II have not yet been completed. Final unit numbers for post-RAD conversion will be determined upon completion of the development plans for Phase II. The chart below identifies the properties to be converted under Phase II of the project.

PHASE II PROPERTIES			
#	PROJECT NAME	EXISTING UNITS	PROJECT TYPE
1	Ping Yuen	234	Family
2	Ping Yuen North	200	Mixed
3	Westside Courts	136	Family
4	Rosa Parks	198	Senior/Disabled
5	350 Ellis	100	Senior/Disabled
6	320 & 330 Clementina	276	Senior/Disabled
7	1750 McAllister	97	Senior/Disabled
8	Alemanly	158	Family
9	3850 18th Street	107	Senior/Disabled
10	Mission Dolores	92	Senior/Disabled
11	Kennedy Towers	98	Senior/Disabled
12	2698 California	40	Senior/Disabled
13	1760 Bush	108	Senior/Disabled
14	Westbrook Apartments	226	Family
	TOTAL	2070	

Overall Project Timeline - The chart below reflects estimated key milestone dates for each Phase of the RAD conversion. These dates are dependent on the complex layered financing to be utilized to complete the rehabilitation of each property. As a result, the dates may vary throughout the RAD conversion process. SFHA and MOHCD will keep residents and community stakeholders informed of schedule changes as they arise.

SAN FRANCISCO HOUSING AUTHORITY RAD CONVERSION ESTIMATED TIMELINE				
PROJECT MILESTONE	PHASE I		PHASE II	
	Earliest	Latest	Earliest	Latest
RCC Date	8/15/2015	9/15/2015	3/15/2016	4/15/2016
Closing Date	10/15/2015	11/15/2015	6/15/2016	7/15/2016
Temporary Relocation Start	10/15/2015	11/15/2015	6/15/2016	7/15/2016
Construction Start	11/1/2015	12/1/2015	7/1/2016	8/1/2016
Construction Complete	10/31/2016	9/30/2017	6/30/2017	6/30/2018

General Demographic and Housing Characteristics – Specific information on occupancy of each property including the number of residents to be relocated; unit types and sizes; and, relocation resources and estimated costs are found in the Property Specific Relocation Profiles in the Appendices of this Plan.

Eligibility for Relocation Assistance

Eligible Residents - Any resident legally residing at the project at the time of Initiations of Negotiations (ION), who is required to move from a dwelling unit scheduled for rehabilitation, shall be considered eligible for relocation assistance.

ION - The Initiation of Negotiations under the RAD Program is the date of issuance of the RAD Conversion Commitment (RCC) from HUD. It is anticipated that there will be a separate RCC for each property of the RAD conversion. Initiation of Negotiations under the State of California is the date of the Option to Lease and Purchase Agreement. There is a separate agreement for each property.

Eligible to File a Relocation Claim - If any resident falls into one or more of the following categories, they will be eligible to file a relocation claim within 12 months from the date they vacate the public housing unit:

- (1) a person who moves permanently as a result of action taken by the Developer in order to evade the responsibility of providing relocation assistance;
- (2) a person who moves on or after the date of ION of the project without receiving a General Information Notice, the RAD Relocation Notice, the Notice of Non-Displacement; or, the Notice of Eligibility for URA Relocation Assistance, as applicable; and
- (3) a person who moves permanently before or after the date of ION, if HUD determines the displacement resulted from the RAD conversion.

Ineligible Residents - A resident that is unlawfully occupying a unit shall not be eligible for relocation assistance. Unlawful occupancy is:

- (1) occupancy by a person that has been ordered to move by a court of competent jurisdiction;
- (2) or, if the person's tenancy has been lawfully terminated by SFHA for cause, the tenant has vacated the premises, and the termination was not undertaken for the purpose of evading relocation assistance obligations;

Relocation benefits including right of return shall be forfeited and/or terminated if a person that was initially determined eligible for relocation benefits is subsequently evicted through court action during the relocation period.

Changes in Household Composition

The SFHA and the Development Teams will encourage residents to make changes in family composition as needed, prior to the commencement of temporary relocation.

SFHA shall approve the addition of household members pursuant to the requirements set forth in the Public Housing Admissions and Continued Occupancy Policy, Chapter 9. Generally, all requests for changes in household composition will be honored with the exception of individuals that are otherwise ineligible due to criminal background criteria stipulated in the ACOP.

Residents will be offered post-RAD conversion units based on the size of the household at the time of temporary relocation. Changes in family composition post RAD will be based on the criteria set forth in SFHA’s Housing Choice Voucher Administrative Plan.

Provision of Assistance

Any resident who is relocated shall be provided relocation assistance including financial assistance, in accordance with the applicable law and regulations. The level of Relocation and Financial Assistance provided will be dependent on the relocation method applicable to each resident.

Relocation Methods – The chart below identifies the three methods of relocation and the circumstances in which each method will be utilized for the RAD conversion.

RELOCATION CATEGORY:	TEMPORARY RELOCATION	EXTENDED TEMPORARY RELOCATION	VOLUNTARY PERMANENT RELOCATION
TIME PERIOD:	Less than 12 months	12 months or more	12 months or more
RESIDENT PROVISIONS:	Resident moves from current housing unit to another unit in the same property OR to a unit off-site for less than 12 months AND returns to the property upon completion of construction.	Resident moves from current housing unit to another unit in the same property OR to a unit off-site for 12 months or more, AND returns to the property upon completion of construction.	Resident moves to an apartment off-site for more than 12 months AND voluntarily forfeits their right to return to the property after construction.
ANTICIPATED USE:	Relocation method to be used when tenant will be relocated for less than 12 months due to rehabilitation and will return to a replacement unit in the project from which there were relocated.	Relocation method to be used at the option of the tenant when relocation will exceed 12 months and the tenant agrees to remain temporarily relocated for an agreed upon time period based on new information as to when they can return.	Relocation option based on resident choice when relocation time period will exceed 12 months and resident chooses not to proceed with extended temporary relocation.

Temporary Relocation – The rehabilitation construction under the RAD conversion project will be completed without the necessity to permanently displace any occupant; therefore, tenants residing in the RAD properties are not considered displaced persons. However, most tenants will have to relocate temporarily to other units within the same property or to units off-site at another location while their unit is undergoing rehabilitation.. Temporary relocation should not extend beyond one year.

Extended Temporary Relocation – If it is necessary for any tenant to be relocated for more than one year, the tenant will be given the opportunity to choose to remain temporarily relocated for an agreed upon time period based on new information about when they can return to the project, or may choose voluntary permanent relocation.

Voluntary Permanent Relocation – SFHA has designed the RAD conversion so that all tenants will be eligible to return to the project. If the resident must be temporarily relocated due to construction beyond 12 months, and chooses voluntary permanent relocation, the Developer must secure informed, written consent from the resident of their understanding of the permanent relocation assistance and payments to be provided and acknowledgement that acceptance of such assistance terminates their right to return to the project.

Languages – All written notices will be provided using the following languages: English; Spanish; Chinese; Russian; and, Vietnamese. Resident meetings will be conducted only in the languages applicable to the population of the project. Individual communication will be conducted in English or through oral interpretation in the native language of the individual, if mono-lingual.

TEMPORARY AND EXTENDED TEMPORARY RELOCATION SERVICES

The following services and financial assistance shall be provided for residents that are temporarily or permanently relocated.

1. Needs Assessment

Prior to implementation of this plan at a specific property, the Development Team shall be responsible for conducting individual needs assessment for each affected household to determine their unique relocation needs. Information gathered during the assessment shall include at a minimum the information in the sample assessment form found in Exhibit A to this plan.

2. Relocation Advisory Services

Relocation advisory services will include detailed information on the following:

- a. Expected temporary or extended temporary relocation time period;
- b. Anticipated location (on-site/off-site) of temporary relocation housing unit;
- c. Option, at the sole choice of the resident, to reside with family or friends during a temporary relocation period;
- d. Storage options, as applicable;
- e. Moving assistance available including assistance with packing and unpacking;
- f. Responsibilities of the tenant during the temporary relocation period including requirements to continue to pay applicable tenant rent;
- g. All rights of the tenant under the RAD Program including their right to return to the property upon completion of construction; and,

3. **Temporary Relocation Housing Unit** – Residents will be required to move from their current dwelling unit when notified that a temporary relocation housing unit is available. The temporary relocation housing unit must be decent, safe, and sanitary and provided to the tenant at a cost no greater than what they are currently paying in the project. Every effort should be made to provide residents with the greatest amount of time feasible to move to the temporary relocation housing unit. For temporary relocation moves within the same property, residents must be provided with a minimum of five calendar days' notice to move to the temporary relocation unit. If moving off-site, residents must be provided with a minimum of ten calendar days' notice to move to the temporary relocation unit.

Based on the limited availability of short term rental housing in the San Francisco marketplace, it is anticipated that there will be limited choice of units for temporary relocation. If more than one unit is available, residents will be provided with a choice of units for temporary relocation.

4. **Family and Friend Assistance** – If a tenant elects to reside with family members or friends during the temporary relocation period, the tenant shall receive a rent abatement equivalent to the full amount of monthly tenant rent charges or such pro-rated amount if the temporary relocation period is less than 30 days. In addition, Development Teams may provide payment to off-set direct household costs as the result of additional person(s) in the family/friend household. This shall be negotiated on a case by case basis but shall not exceed the cost for temporary relocation housing for other tenants not residing with family or friends.
5. **Moving Assistance** – All temporary relocation moves within a 50 mile radius will be performed by a third party moving company selected by the applicable Development Team(s). These moves include moves from the current Public Housing unit to the temporary unit and the return move from the temporary unit to the rehabilitated or newly constructed PBV unit. The Development Team shall be responsible for assuring that any third party mover provides appropriate insurance to cover any and all claims resulting from damage incurred to resident possessions during the move process. Development Teams shall provide written information to all residents prior to a move, the process and time period for filing a claim in the event that any damages occur.
6. **Moving Assistance Outside Fifty Mile Radius** – It is anticipated that most temporary relocation moves will be within a 50 mile radius. However, if a tenant chooses to reside with family or friends outside the 50 mile radius, move assistance will be based on a fixed payment pursuant to the most recent schedule published by the Federal Highway Department as shown in the table below, unless the third party moving company will provide the move services at a cost less than the fixed payment amount. The fixed payment schedule is based on rooms of furniture (not bedroom size of unit). Rooms not containing furniture such as bathrooms and/or kitchens are not included in the total room count.

SCHEDULE OF FIXED MOVING COSTS EFFECTIVE JUNE 22, 2012					
Rooms of Furniture	1	2	3	4	5
Fixed Moving Cost	\$685	\$880	\$1,100	\$1,295	\$1,570
Rooms of Furniture	6	7	8	Additional Room	
Fixed Moving Cost	\$1,815	\$2,090	\$2,365	\$250	

7. **Packing Materials and Assistance** - All tenants will be provided with packing materials as needed. Upon request, households will be provided with packing and unpacking assistance.
8. **Storage** – If a tenant elects to reside with a family member or friend during the temporary relocation period or if the property provides a furnished “hospitality suite” as temporary relocation housing, furniture may be placed into a secure storage facility and all associated costs of storage during the temporary relocation period will be paid by the applicable Development Team.

If for any reason upon completion of the rehabilitation/construction, items in storage are subsequently not claimed by the tenant, payments for storage shall cease and the applicable State Law regarding disposition of unclaimed property shall apply.

9. **Utility Reconnections** – The Development Team may opt to leave utility connections in the name of the relocated household and pay for utilities on behalf of the tenant during the temporary relocation period. However, if utilities are transferred out of the current account of the tenant, payment for connection fees applicable to the transfer to the temporary housing unit and reconnection fees to transfer utilities back to the rehabilitated PBV unit will be paid by the Developer. Payment will be made for essential utilities in the name of an authorized household member.

Essential utilities shall include electric, gas, water, sewer, trash disposal, telephone land lines, cable/satellite television and internet. Connection fees will only be paid for existing utilities at the level of service in place at the Public Housing unit prior to temporary relocation. If disconnection of utilities results in a demand for a deposit to reconnect utilities, said deposit will be paid by the Developer upon reconnection of the utility. However, no payment will be made for past due utility bills prior to commencement of the temporary relocation period.

10. **Security and Pet Deposits** – Existing security and pet deposits at the public housing units will be transferred to the new owner upon closing of the RAD conversion process. Tenants will not be required to pay any additional security or pet deposit for temporary housing units or to return to the PBV unit.

VOLUNTARY PERMANENT RELOCATION SERVICES

Additional services and financial assistance, described below, shall be provided when the relocation time period will exceed 12 months and the resident chooses not to proceed with extended temporary relocation.

- 1. Additional Relocation Advisory Services** – Additional information shall be provided on the options available for voluntary permanent relocation including: availability and use of a tenant based voucher; availability of replacement housing payments; and, move assistance in areas outside a 50 mile radius of the current housing unit
- 2. Housing Search Assistance** - Within the City or County of San Francisco, transportation services will be provided and a minimum of three comparable replacement housing units will be offered to the resident. A comparable replacement unit is a unit that meets the federal Housing Quality Standards and is appropriate to the size of the family. Outside the City or County of San Francisco, housing search assistance shall be limited to verification of a comparable replacement unit based on copies of lease agreements and/or move-in inspections conducted by the corresponding Landlord or Property Management Company.
- 3. Replacement Housing Rental Assistance (RAP)** – Replacement housing rental assistance shall be provided for voluntary permanent relocation and shall be calculated pursuant to the Uniform Relocation Act.

Replacement housing rental assistance is equal to the difference of: the greater of: total tenant payment (tenant rent plus tenant paid utilities) at the public housing unit or 30% of monthly adjusted income; and the amount of rent plus tenant paid utilities (pursuant to the applicable voucher utility allowance schedule) at the replacement housing unit. The total rental assistance provided is for a period of 42 months or a maximum of \$7,200.00.

- 4. Tenant Based Vouchers** – SFHA will provide a tenant based voucher, if available, only to households in properties where the relocation period exceeds 12 months and the tenant chooses to elect voluntary permanent relocation. If a voucher is utilized, a comparable replacement unit is a unit that meets the federal Housing Quality Standards; is appropriate to the size of the family; and, is affordable under the Housing Choice Voucher affordability requirements.

The affordability requirements stipulate that the total tenant payment (tenant rent and tenant paid utilities based on the applicable SFHA utility allowance schedule) cannot exceed 40% of the household monthly adjusted income. If a tenant moves outside the City or County of San Francisco, and a voucher is utilized, SFHA will process a portability request to the applicable Housing Authority where the resident chooses to relocate.

- 5. Security and Pet Deposits** - Security deposits for voluntary permanent relocation shall be processed as follows:

- a. If utilizing a tenant based voucher, upon approval of the voucher unit, SFHA will pay the full security deposit required by the landlord directly to the landlord. The tenant's public housing security and/or pet deposit will be applied towards this payment and the balance of the security deposit shall be in the form of a "loan".

The "loan" shall be for an amount of the difference between the tenant's public housing security and/or pet deposit and the full security deposit required by the owner. The tenant shall sign an agreement that upon vacating the unit, any amount of the security and/or pet deposit to be refunded shall be paid first to SFHA up to the amount of the "loan" and the balance to the tenant.

- b. If not utilizing a tenant based voucher, the security and/or pet deposit shall be refunded in full to the tenant upon vacating the Public Housing unit.

Resident Owned Fixtures

In all relocation methods, residents are responsible for disconnecting items that they have installed or attached inside or outside of their unit such as ceiling fans, wall-mounted televisions or other electronic devices, and exterior security gates or bars.

Items that have been disconnected and removed from the fixed mounting will be packed and moved with all other furnishings. Items not removed will be considered abandoned and unclaimed and will be removed as part of the rehabilitation work.

Assistance with removing personal items will be provided as needed pursuant to a request for reasonable accommodations.

Personal items removed will be returned to the unit after the construction but may only be reinstalled if permissible under the new lease agreement.

Hardship Tenant Based Vouchers

During the relocation process, SFHA will make available turn-over vouchers for hardship situations under the RAD Conversion Program. Based on recent turnover history, SFHA estimates that a total of 30 vouchers may become available for hardship cases during each Phase of the RAD conversion project.

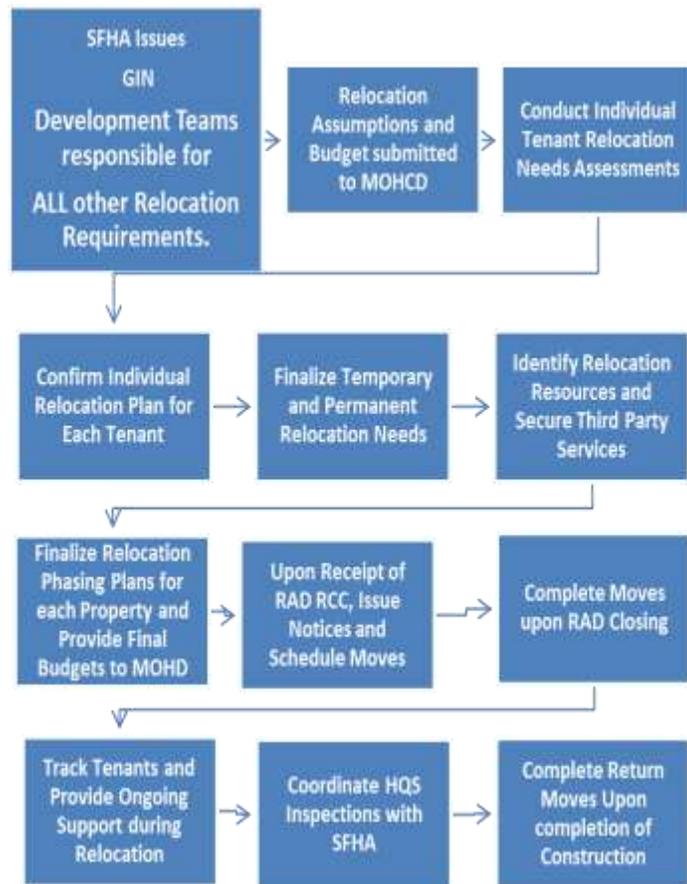
Development Teams may request on a case by case basis a tenant based voucher for hardship relocation. Hardship relocation shall be limited to situations, in which there is immediate threat of danger to the family, such as domestic violence, , witness protection programs, emergency situations over which the family has no control and disabilities of a household member that require full time live-in care and the property does not have a unit that can accommodate the live in care attendant.

Hardship may also include property(s) in which the level of rehabilitation will require all tenants in the property to vacate for a period in excess of 12 months due to construction delays.

IV. THE RELOCATION PROCESS

Relocation Steps

The chart to the right highlights the general steps that will be required of all Development Teams in implementation of the Relocation Plan.



1. The relocation process will be carried out by all Development Teams to ensure consistency in the application of the local policies and state and federal requirements.
2. Pursuant to RAD requirements the General Information Notice (GIN) has been issued by SFHA for both Phase I and Phase II properties.
3. SFHA, MOHCD and Development Teams will jointly conduct resident meetings to present and review the draft Relocation Plan.
4. Development Teams have provided MOHCD preliminary relocation assumptions and budgets based on current on-site vacancies and construction phasing schedules.
5. Development Teams will conduct assessments of each resident to develop an individual temporary relocation plan, identify special needs and determine the level of assistance needed for each resident. Development Teams will enter into a Relocation Agreement or other such document in which tenant acknowledges in writing their understanding of the need for temporary relocation; and their rights and responsibilities during the temporary relocation period including the right to return to the project upon completion of the rehabilitation.
6. A minimum of 120 days prior to scheduled closing of the RAD conversion, Development Teams shall identify all relocation needs (temporary and permanent), identify relocation resources to fill needs, and provide MOHCD with final anticipated relocation and construction schedules.

7. Development Teams shall secure all necessary third party services to implement the relocation activities including moving companies, storage companies and transportation services. Efforts should be made to coordinate third party services among Development Teams to minimize costs.
8. A minimum of 90 days prior the RAD closing, the Development Team shall issue a RAD Notice of Relocation which serves as a Notice of Intent to Acquire.
9. A minimum of 90 days prior to the temporary relocation of each tenant, the Development Team shall issue a 90 Day Notice to Vacate; the Notice of Non-Displacement or the Notice of Eligibility of URA Relocation, as applicable, which shall include the offer of the temporary relocation unit(s).
10. Thirty days prior to the RAD closing, the Development Team shall issue a 30 day notice of termination of the Public Housing Lease Agreement from SFHA, and the offer of the new lease, post rehabilitation. The new lease agreement shall be effective the first of the month following the RAD closing for each property. Residents shall be required to execute the new lease prior to its effective date.
11. Development Teams shall schedule temporary relocation moves after issuance of the required notices above. Upon closing the RAD transaction, Development Teams shall coordinate and complete moves to temporary relocation units based on the construction phasing schedule.
12. Development Teams shall be responsible for tracking tenants during the relocation period and coordinating support services as needed.
13. Upon completion of each phase of the rehabilitation construction work, the Development Team must coordinate pre-occupancy federal Housing Quality Standards (HQS) inspections for each unit. Development Teams shall request the HQS inspection 10 days prior to the unit being ready for re-occupancy. If SFHA is unable to complete an HQS inspection within the requested 10 day period, Developer may proceed with occupancy of the unit, and SFHA will conduct the required HQS inspection post-occupancy.
14. Development Teams shall complete the return moves for all tenants to an appropriate unit within the project as described elsewhere in this plan.

Construction Delays

If construction delays result in temporary relocation exceeding one year, the Development Team shall issue a URA Notice of Relocation Eligibility. This notice shall contain the following information:

- Updated information as to when it is anticipated that the resident will be able to return to the project;

- An option for the resident to choose to remain temporarily relocated based upon the updated information or to accept permanent URA relocation in lieu of exercising the right to return;
- If the resident chooses to accept permanent URA at least three comparable replacement dwellings; and,
- A 90 day notice of when they will be required to move from the temporary housing unit, if applicable.

Relocation Housing Resources

This plan anticipates that temporary relocation of households necessary to complete the rehabilitation construction will generally be accomplished through use of vacant units at the same site. SFHA has received permission from HUD to cease leasing vacant units to enable the availability of vacant units as the first source of temporary relocation housing. However, in some properties there will not be sufficient units to meet the temporary relocation needs in a cost effective manner.

Additional housing resources for temporary relocation will include the following in order of priority.

1. Vacant Public Housing units at other sites in the same neighborhood or within close proximity to the tenant's current Public Housing unit.
2. Vacant units in other properties in the Development Team's and MOHCD's real estate portfolio as available under applicable regulatory requirements.
3. General market rental units identified and certified as decent, safe and sanitary by the applicable Development Team.
4. Extended Stay facilities that are certified as decent, safe and sanitary and meet the family size requirements without causing overcrowding as defined under HQS.
5. All residents will have the option of staying with family members or friends during the temporary relocation period provided the housing of the family/friend is certified as decent, safe and sanitary and their stay will not create overcrowding as defined under HQS.

Size of Temporary Relocation Unit

The Public Housing unit in which the tenant currently resides shall not determine the size of the temporary relocation unit offered to the family. The temporary relocation housing unit may be any size provided the family is not overcrowded as defined by the Federal Housing Quality Standards. Households may be referred to two separate units if feasible based on family members age and relationships. If two units are needed to accommodate a family, every effort will be made to utilize two units in the same property.

Refusal to Accept Temporary Relocation Housing

Legal action to evict a tenant shall be undertaken only as a last alternative in offering temporary relocation housing options to tenants. Relocation records will be clearly documented to support the circumstances related to an eviction to assure that said eviction is not the result of action taken by the Developer in order to evade the responsibility of providing relocation assistance. However, legal action to evict shall be undertaken for tenant refusal to accept temporary relocation housing without good cause.

Good cause for temporary relocation shall be limited to the following:

- The family demonstrates that the temporary housing unit poses an immediate and severe threat to the family's life, health or safety. The Developer will provide the family with one additional alternate temporary housing unit.
- A health professional verifies temporary hospitalization. The Developer will work with the identified emergency contact for the family to coordinate temporary relocation of furnishing and personal belongings to limit delays in the project.

Termination of Public Housing Lease

Upon receipt of the RAD Conversion Commitment (RCC), the Development Teams shall provide each tenant with a 30 Day Notice of Termination of the Public Housing Lease Agreement from SFHA.

The specific reason for termination of the Public Housing lease agreement is cited as follows:

“The property you currently occupy is participating in the Department of Housing and Urban Development’s (HUD) Rental Assistance Demonstration (RAD) Program. On <<date>>, HUD issued the RAD Conversion Commitment (RCC) to convert your property from Public Housing to Project Based Vouchers. Thus, your Public Housing Dwelling Lease will terminate 30 days from the date of this notice.”

Offer of New Lease

Jointly with the issuance of the termination of the Public Housing lease agreement, the Development Team shall issue an offer of a new lease. All tenants will be required to execute the new lease effective the first of the month after closing of the RAD transaction. Each Development Team will utilize a lease of their choice but will include certain terms and conditions that will be consistent among all RAD converted properties and will include the following documents as attachments.

1. HUD Project Based Voucher Tenancy Addendum
2. RAD PBV lease rider
3. PBV Statement of Family Obligations
4. RAD House Rules

Termination of Lease During Temporary Relocation

A material breach of the lease agreement or temporary housing lease agreement and failure to correct such breach, within the stated notice requirements under the lease, state law or federal regulation may result in eviction action during the temporary relocation period.

Record Keeping

SFHA shall be responsible for retention of all General Information Notices issued prior to the implementation of the relocation program. The Development Teams shall be responsible for all other records related to the resident relocation process. Records and documentation shall be kept in sufficient detail to demonstrate compliance with all CRAL, URA and RAD requirements. Such records shall include all notices and claim forms including evidence of payment of claims, and shall be retained for at least three years after the latest date of (1) the issuance of all payments to affected tenants;(2) the date of project completion; or (3) resolution of all issues resulting from litigation, negotiation, audit, or other action.

General

The individual tenant needs assessment to be completed by Development Teams prior to commencement of relocation will guide the temporary relocation plan for each resident. Every effort will be made to accommodate requests of residents; however, it may not be possible to facilitate all requests within the constraints of the construction needs and schedules. Recognizing that not all requests will be able to be accommodated, SFHA has developed a complaint resolution and grievance process to address concerns and complaints of tenants during the RAD temporary relocation period.

Prior to the RAD conversion, grievances that do not relate to temporary relocation shall be processed in accordance with the policies and procedures set forth in SFHA's Public Housing Admissions and Continued Occupancy Policy. Upon closing of the RAD conversion, grievances that do not relate to temporary relocation shall be processed in accordance with the policies and procedures set forth in SFHA's Housing Choice Voucher Administrative Plan.

Complaint Resolution and Grievance Process

The following process shall be used for Resident complaints and grievances related to the RAD relocation process.

Tenants may file any complaint related to temporary relocation under Steps 1 and 2 below. Items that can be aggrieved under Steps 3 and 4 below related to temporary relocation are limited to: 1) eligibility for temporary relocation benefits; and, 2) the amount of assistance provided under temporary relocation to which the tenant is entitled under the RAD Program requirements, California Relocation Law; or the Federal Uniform Relocation Act.

Items that can be aggrieved under Steps 3 and 4 below related to voluntary permanent relocation include: 1) the amount of assistance provided under permanent relocation to which the tenant is entitled under the RAD Program requirements, California Relocation Law; or the Federal Uniform Relocation Act; and, 2) classification of a replacement unit offered as a comparable replacement unit under California Relocation Law and the Federal Uniform Relocation Act.

Step 1 – Informal Resolution

Any complaint should be personally presented orally to the applicable Relocation Staff of the Development Team, so that the complaint may be discussed informally and settled without the need for further action. A summary of such discussion shall be prepared within three (3) working days of receipt of the oral complaint and one copy shall be given to the tenant and one retained in the relocation file.

The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall advise the tenant of the right to submit a written complaint to the Project Manager

Step 2 - Written Complaint to Development Team Project Manager

The tenant may submit a written complaint to the Project Manager within five (5) days from the date of receipt of the oral discussion summary. The Project Manager will respond to the written complaint within five (5) days from receipt and shall provide the proposed disposition of the complaint and the specific reasons therefore.

The written response shall also advise the tenant of the right to file a written claim to the City of San Francisco Rent Board pursuant to Ordinance 227-12, San Francisco Right to Revitalized Housing Ordinance and shall include a description of the process for filing a claim.

Step 3 – Written Claim to San Francisco Rent Board

The tenant may submit a claim to the San Francisco Rent Board on the form and in accordance with the procedures set forth by the Rent Board. The Rent Board shall act as an independent third party to review relocation claims and make advisory recommendations to the SFHA. The review and advisory process for claims received under this step for the RAD program shall consist of a hearing conducted by a Rent Board Administrative Law Judge and a written advisory recommendation from the Administrative Law Judge to the SFHA and the tenant with a copy to the Development Team.

To assure a timely response to the tenant, the hearing shall be conducted by the Rent Board within thirty calendar days from the date of receipt of the request from the tenant. The Rent Board shall provide their recommendation to SFHA within 10 business days from the date of the hearing.

Pursuant to the ordinance, the Development Team for the project will be billed time and materials for any administrative costs that the Rent Board or any other City entity incurs in reviewing claims under this process.

Step 4 – SFHA Determination

Upon receipt of the written advisory recommendation from the Rent Board, the SFHA shall immediately consult with the Developer in an effort to reach a mutual agreement on the final outcome of the grievance. The SFHA and the Development Team shall act in good faith on the advisory recommendation of the Rent Board, unless such recommendation would result in violation of any state or federal laws.

After consultation with the Development Team but no more than fifteen (15) business days from receipt of the written advisory recommendation from the Rent Board, the SFHA will render a final written decision to the tenant. This written decision shall advise the parties of the final disposition of the complaint and the reasons therefore.

Compliance with Temporary Relocation Requirements

Success of the RAD conversion process is premised on completion of the necessary rehabilitation within the established construction timeframes and budgets which will require adherence to temporary relocation schedules. Therefore, residents shall be required to comply with all temporary relocation requirements during a complaint resolution process including:

1. Acceptance of the offer of a temporary housing unit.
2. Moving to the temporary housing unit on the assigned date.
3. Returning to an assigned unit in the project from which the tenant was relocated.

Resident Notification of Complaint Process

Tenants shall be provided with written instructions on the complaint resolution process at the time of issuance of the RAD Notice of Relocation.

Review of Files by Claimant

Except to the extent the confidentiality of material is protected by law or its disclosure is prohibited by law, the Development Team shall permit the claimant to inspect all files and records bearing upon his or her claim.

Right to Counsel

Any aggrieved party has a right to representation by legal or other counsel at his or her expense at any and all stages of the grievance process set forth in this plan.

Judicial Review

Nothing in this Complaint Resolution and Grievance Procedure shall in any way preclude, or limit a claimant, the Developer or the Authority from seeking judicial review of a claim upon exhaustion of such administrative remedies as are available herein.

Post Relocation Claims and Appeals

Post relocation, a tenant may file a written appeal with the SFHA if they believe that the Development Team failed to properly consider a claim for relocation assistance including eligibility for, or the amount of, any assistance payment required under the Rental Assistance Demonstration Program, the Uniform Relocation Act, or the California Relocation Law. Any appeal under this provision must be filed within twelve (12) months from the date of the Development Team's completion of the relocation action on which the appeal is based.

General

The Rental Assistance Demonstration Program prohibits the permanent involuntary relocation of residents as a result of conversion from Public Housing to Project Based Voucher subsidy. Residents that are relocated retain their right to return to the project once construction/rehabilitation has been completed and the units are in decent, safe and sanitary conditions.

Pre-Occupancy Inspections

The Development Team must coordinate pre-occupancy federal Housing Quality Standards (HQS) inspections for each unit. Development Teams shall request the HQS inspection 10 days prior to the unit being ready for re-occupancy. If SFHA is unable to complete an HQS inspection within the requested 10 days period, Developer may proceed with occupancy of the unit, and SFHA will conduct the required HQS inspection post-occupancy.

Return to Project

Residents will be provided with at least 7 days' notice of date and time to return to the rehabilitated PBV unit. Consideration will be provided for circumstances beyond the control of the resident such as medical emergencies.

Failure to complete the move when advised to do so shall result in termination of the right to return and termination of any further relocation assistance. Developer may take all legal action necessary including eviction action, if resident fails to vacate the temporary housing unit as directed.

Over-Housed Tenants

Families that were over-housed at the time of temporary relocation will be moved back to an appropriately sized unit if such units are available in the newly rehabilitated project.

If appropriately sized units are not available, an over-housed family will be housed in the smallest unit available in the project that meets the family size. A family may continue to be over housed until the tenant leaves the project.

Over-housed families shall be right-sized in the following order:

1. Residents who may voluntarily request a smaller unit.
2. Households with the greatest number of excess bedrooms shall be right sized to the smallest appropriate size unit available at the property.
3. Households with the same number of excess bedrooms shall be right sized based on length of tenancy beginning with the most recent lease dates of the initial move in at the property.

A family may continue to be under housed provided they are not over crowded until the tenant leaves the project.

Post-Occupancy in Over Crowded Units

If a household will be overcrowded upon their return, they shall be housed in the largest unit available for their household size at the property. The post-RAD owner and/or Management Company will work with SFHA to identify housing options and the overcrowded household(s) will be offered an alternate housing opportunity when available. Options may include a unit at another RAD converted or other SFHA sponsored property with equivalent rental assistance or a tenant based voucher.

Overcrowded households shall be defined pursuant to the federal Housing Quality Standards as two people per sleeping room. Sleeping rooms shall include rooms designed as bedrooms and other rooms that meet HQS criteria as a sleeping room under the following requirements:

1. The room must have at least one window. If the windows are designed to be operable, at least one window in the room must be operable.
2. The room must have a means of natural or artificial illumination such as a permanent light fixture, wall outlet or light from a window in the room or near the room.
3. The room must be free of electrical hazards; the walls, ceilings and floors must be sound and free of hazardous defects,
4. All windows and doors that are accessible from the outside must be lockable.
5. All windows must be free from signs of severe deterioration and missing or broken-out panes.
6. There must be a smoke detector on the same level as the room used as a sleeping room and it must meet the requirements of NFPA 74. If the room is occupied by a hearing impaired person there must be an alarm system connected to the smoke detector.

Costs of Return Move

All costs and assistance will be provided to return to the newly rehabilitated unit as detailed in Section III.

No Re-screening of Tenants upon Conversion

Pursuant to the RAD statute, at conversion, current households are not subject to rescreening, income eligibility, or income targeting provisions. Consequently, current households will be grandfathered for conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion. For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Once that remaining household moves out, the unit must be leased to an eligible family.

Eligibility requirements for other programs used in financing RAD conversions such as the Low Income Housing Tax Credit Program are applicable and tenants will be subject to those income restrictions.

Renewal of Lease

The owner must renew all leases upon lease expiration, unless cause exists. This provision is incorporated by the new owner into the tenant lease or tenancy addendum, as appropriate.

Phase-in of Tenant Rent Increases

If a tenant's monthly rent increases by more than the greater of 10 percent or \$25 as a result of conversion, the rent increase will be phased in over three years. To implement this provision, HUD is waiving section 3(a)(1) of the Act, as well as 24 CFR § 983.3 (definition of "total tenant payment" (TTP)) only to the extent necessary to allow for the phase-in of tenant rent increases.

The below method explains the set percentage-based phase-in an owner must follow according to the three year phase-in period. For purposes of this section "standard TTP" refers to the TTP calculated in accordance with regulations at 24 CFR §5.628 and the "most recently paid TTP" refers to the TTP recorded on line 9j of the family's most recent HUD Form 50058

Three Year Phase-in:

- a. Year One - Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 33% of difference between most recently paid TTP and the standard TTP.
- b. Year Two - Year Two Annual Recertification (AR) and any Interim Recertification (IR) prior to Year T AR, 66% of difference between most recently paid TTP and the standard TTP.
- c. Year Three - Year Three AR and all subsequent recertifications, full standard TTP.

In the three year phase-in, once the standard TTP is equal to or less than the previous TTP, the phase-in ends and tenant will pay full TTP from that point forward.

Resident Choice Not to Return

If residents choose not to return to the rehabilitated project upon expiration of the temporary relocation period, all relocation assistance shall cease. Developer shall take all necessary legal action including eviction action, if resident does not vacate the temporary relocation housing unit as directed.

GENERAL DEMOGRAPHIC AND HOUSING CHARACTERISTICS

PROPERTY SPECIFIC RELOCATION PROFILES
PHASE I PROPERTIES

APPENDIX #	PROPERTY
1	227 Bay
2	990 Pacific
3	Robert B. Pitts
4	939 Eddy / 951 Eddy
5	430 Turk
6	666 Ellis
7	Holly Courts
8	25 Sanchez
9	462 Duboce
10	255 Woodside
11	1880 Pine
12	345 Arguello
13	491 31st
14	Hunter's Point East-West



RENTAL ASSISTANCE DEMONSTRATION PROGRAM

Property Relocation Profile

Updated: May 1, 2015

PROJECT INFORMATION												
Development Team:		Chinatown Community Development Corporation										
Relocation Primary Contact:		Amy Beinart Pati Boyle				abeinart@chinatowncdc.org patiboyle@comcast.net						
Property Name/Address:		227 Bay Street										
Brief Description:		Senior/Disabled; 4 story mid-rise; built in 1971; located on Bay Street between Powell Street and Stockton Street.										
Total Units:	50		Non-Residential:		0		Occupied:		49		Vacant:	1
Unit Sizes:	0 BR	48	1 BR	2	2 BR	0	3 BR	0	4 BR	0		
Construction Costs:		Pending			Relocation Budget:				Pending			
# HH at Flat Rent:		0			# HH Over LIHTC Income:				0			
RELOCATION INFORMATION												
Estimated Construction Period:		19.5 months: November 1, 2015 through June 15, 2017										
Estimated # Phases:		6			# Moves Per Phase:			6-17				
Estimated Temporary Relocation Period Per Tenant:		3.5 months (average)			Permanent Relocation Period Per Tenant			N/A				
Estimated On-Site Moves:		10			Estimated Off-Site Moves:			39				
Description of Identified Off-Site Relocation Resources										Available Option		
Vacant units in RAD Phase II Properties										YES		
Units in other properties in Development Team portfolio										TBD		
Residents that may choose to stay with family members or friends										YES		
Private rental units in the market place to be identified by the Development Team										YES		
Other (please describe):										TBD		
Additional Information:												
<p>227 Bay requires work on all major building systems, including elevator, heating, domestic hot water, electrical, plumbing, fire alarm, fire sprinkler, and building envelope. In addition, there will be work in all residential units, including bathroom and kitchen remodels, window replacement, and lighting upgrades. The building has only one elevator, and refurbishment will take approximately 5 months. Residents with limited mobility will be relocated off-site during elevator renovation work. Other construction will be completed in "stacks" of 6 to 8 units. Residents will be moved off-site or within the building, if vacancies are available.</p> <p>Languages at this property include English, Chinese, Spanish, and Russian.</p>												



RENTAL ASSISTANCE DEMONSTRATION PROGRAM

Property Relocation Profile

Updated: May 1, 2015

PROJECT INFORMATION												
Development Team:		Chinatown Community Development Center										
Relocation Primary Contact:		Amy Beinart Pati Boyle				abeinart@chinatowncdc.org patiboyle@comcast.net						
Property Name/Address:		990 Pacific Avenue										
Brief Description:		Senior/Disabled; 7 story mid-rise; built in 1969; located on the corner of Mason Street and Pacific Avenue.										
Total Units:	92		Non-Residential:		0		Occupied:		90		Vacant:	2
Unit Sizes:	Studios	74	1 BR	18	2 BR	0	3 BR	0	4 BR	0		
Construction Costs:		Pending		Relocation Budget:				Pending				
Post Rehab Residential Units		91		Post-Rehab Non-Residential				1 – Manager's Unit				
# HH at Flat Rent:		0		# HH Over LIHTC Income:				0				
RELOCATION INFORMATION												
Estimated Construction Period:		23 months: November 1, 2015 through September 22, 2017										
Estimated # Phases:		2		# Moves Per Phase:			4 and 90					
Estimated Temporary Relocation Period Per Tenant:		10-12 months			Permanent Relocation Period Per Tenant			TBD				
Estimated On-Site Moves:		4 (Phase 1)			Estimated Off-Site Moves:			90 (Phase 2)				
Description of Identified Off-Site Relocation Resources										Available Option		
Vacant units in RAD Phase II Properties										NO		
Units in other properties in Development Team portfolio										TBD		
Residents that may choose to stay with family members or friends										YES		
Private rental units in the market place to be identified by the Development Team										YES		
Other (please describe):										TBD		
Additional Information:												
<p>990 Pacific requires a substantial seismic retrofit and work on all major building systems, including elevators, heating, domestic hot water, ventilation, electrical, plumbing, fire alarm, fire sprinkler, and building envelope. In addition, there will be work in all residential units, including bathroom and kitchen remodels, window replacement, and lighting upgrades. This combination of seismic, building systems, and unit work will require all residents to vacate the property.</p> <p>Residents will remain on-site during the first 10 months of construction. During this initial construction period, 4 households will be relocated from the first floor to vacancies on upper floors of the property (Phase 1). Currently there are two vacant units and it is anticipated that there will be two additional vacancies by closing. Following Phase 1, all residents will need to be relocated off-site for up to 12 months (Phase 2).</p> <p>Primary Resident Languages: English, Chinese, Spanish, and Russian.</p>												



RENTAL ASSISTANCE DEMONSTRATION PROGRAM

Property Relocation Profile

Updated: May 1, 2015

PROJECT INFORMATION														
Development Team:		Related California; Tabernacle CDC												
Relocation Primary Contact:		Lisa Grady Todd Clayter				lisa.grady@related.com todeo.clayter@gmail.com								
Property Name/Address:		Robert B. Pitts												
Brief Description:		Located on two blocks at Turk Street between Scott and Pierce; two and three-story detached walk-up apartments; built in 1991.												
Total Units:	203		Non-Residential:		0		Occupied:		193		Vacant:		10	
Unit Sizes:	1 BR	0	2 BR	78	3 BR	114	4 BR	11	5 BR	0	6 BR	0		
Construction Costs:						Relocation Budget:								
# HH at Flat Rent:						# HH Over LIHTC Income:								
RELOCATION INFORMATION														
Estimated Construction Period:		18 months, November 1, 2015 – March 31, 2017												
Estimated # Phases:		12				# Moves Per Phase:		15-16						
Estimated Temporary Relocation Period Per Tenant:		2-3 months				Permanent Relocation Period Per Tenant:		0						
On-Site Moves:						Off-Site Moves:								
Description of Identified Off-Site Relocation Resources											Estimated #HH			
Vacant units in RAD Phase II Properties											NO			
Units in other properties in Development Team portfolio											NO			
Residents that may choose to stay with family members or friends											NO			
Private rental units in the market place to be identified by the Development Team											YES			
Other (please describe):											NO			
Additional Information:														
Construction will consist of renovation of all major building systems and upgrades of kitchens, baths and flooring.														
Languages at this property are English, Spanish, and Chinese.														



RENTAL ASSISTANCE DEMONSTRATION PROGRAM

Property Relocation Profile

Updated: May 1, 2015

PROJECT INFORMATION										
Development Team:		Tenderloin Neighborhood Development Corporation								
Relocation Primary Contact:		Chris Cummings Julianna Gudino				ccummings@tndc.org jgudino@tndc.org				
Property Name/Address:		939 Eddy and 951 Eddy								
Brief Description:		Two adjacent 4 story midrise buildings built in 1900 and 1924; located in the Western Addition Neighborhood.								
Total Units:	62		Non-Residential:		1	Occupied:		60	Vacant:	1
Unit Sizes:	Studios	36	1 BR	2	2 BR	21	3 BR	2	4 BR	0
Construction Costs:		\$6.1 million			Relocation Budget:			\$776,000		
Post Rehab Residential Units		61			Post-Rehab Non-Residential			1 – Management Office		
# HH at Flat Rent:					# HH Over LIHTC Income:			0		
RELOCATION INFORMATION										
Estimated Construction Period:		12 months, November 1, 2013 – October 31, 2016								
Estimated # Phases:		6 phases			# Moves Per Phase:			6 - 12		
Estimated Temporary Relocation Period Per Tenant:		2 – 12 months			Permanent Relocation Period Per Tenant			0		
On-Site Moves:		60%			Off-Site Moves:			40%		
Description of Identified Off-Site Relocation Resources									Estimated #HH	
Vacant units in RAD Phase II Properties									YES	
Units in other properties in Development Team portfolio									NO	
Residents that may choose to stay with family members or friends									YES	
Private rental units in the market place to be identified by the Development Team									YES	
Other (please describe):									TBD	
Additional Information:										
Construction includes elevator, electrical and plumbing upgrades; kitchen and bath replacements and general building repairs. Additional community space will be added in the basement level. Elevator upgrades are expected to take 60 days and residents with mobility impairments will be relocated off-site during this time period. All residents in the 939 building will be off-site during renovation; residents in the 951 building will be relocated on-site as feasible. Residents with limited mobility may need to be relocated off-site during elevator renovations.										
RAD Phase II properties will be used for off-site relocation; temporary relocation units will be pre-furnished and tenant furniture will remain in their return unit.										
Primary Resident Languages: English; Chinese; Spanish and Russian.										



RENTAL ASSISTANCE DEMONSTRATION PROGRAM

Property Relocation Profile

Updated: May 1, 2015

PROJECT INFORMATION														
Development Team:		Tenderloin Neighborhood Development Corporation												
Relocation Primary Contact:		Tom Lauderbach Julianna Gudino			tlauderbach@tndc.org jgudino@tndc.org									
Property Name/Address:		430 Turk Street												
Brief Description:		9 story high-rise built in 1987 serving senior and disabled households; located on Turk Street between Larkin and Hyde.												
Total Units:	89		Non-Residential:		0		Occupied:		82		Vacant:		7	
Unit Sizes:	0 BR 69		1 BR 19		2 BR 1		3 BR 0		4 BR 0					
Construction Costs:		\$10.8 million			Relocation Budget:				\$839,000					
Post Rehab Residential Units		88			Post-Rehab Non-Residential				1 – Management Office					
# HH at Flat Rent:					# HH Over LIHTC Income:				0					
RELOCATION INFORMATION														
Estimated Construction Period:		14 months, November 1, 2013 – December 31, 2016												
Estimated # Phases:		8 phases			# Moves Per Phase:			10 – 12 units						
Estimated Temporary Relocation Period Per Tenant:		3-4 weeks			Permanent Relocation Period Per Tenant			0						
On-Site Moves:		50%			Off-Site Moves:			50%						
Description of Identified Off-Site Relocation Resources										Estimated #HH				
Vacant units in RAD Phase II Properties										YES				
Units in other properties in Development Team portfolio										NO				
Residents that may choose to stay with family members or friends										YES				
Private rental units in the market place to be identified by the Development Team										NO				
Other (please describe):										NO				
Additional Information:														
Construction includes upgrades of kitchens and baths; floor replacement, electrical and plumbing upgrades and general improvements. Rehab will be completed floor by floor. Elevators are currently undergoing upgrades and should be completed prior to RAD closing. The site will be sub-divided into two parcels: one will be transferred with the improvements via the ground lease; the other will be retained by SFHA.														
Approximately one-half of the tenants will generally be moved on-site as needed for unit construction and approximately 50% of residents in each phase will be required to move off-site. Fully furnished hospitality units in currently vacant units in a nearby SFHA RAD Phase II property will be used for off-site relocation. Personal belongings of tenants will be placed in storage during the relocation period.														
Primary Resident Languages: English; Chinese; Spanish and Russian.														



RENTAL ASSISTANCE DEMONSTRATION PROGRAM

Property Relocation Profile

Updated: May 1, 2015

PROJECT INFORMATION														
Development Team:		Community Housing Partnership												
Relocation Primary Contact:		Pati Boyle Alissa Mitrisin				patiboyle@comcast.net amitrisin@chp-sf.org								
Property Name/Address:		666 Ellis Street												
Brief Description:		13 story senior high-rise built in 1971 serving senior and disabled households; located in the Tenderloin District.												
Total Units:	100		Non-Residential:		1		Occupied:		92		Vacant:		7	
Unit Sizes:	Studios	77	1 BR	22	2 BR	0	3 BR	0	4 BR	0				
Construction Costs:			\$13 million			Relocation Budget:			\$530,117					
# HH at Flat Rent:						# HH Over LIHTC Income:								
RELOCATION INFORMATION														
Estimated Construction Period:		15 months; November 1, 2015 through December 31, 2016												
Estimated # Phases:		11			# Moves Per Phase:			9						
Estimated Temporary Relocation Period Per Tenant:		5 weeks			Permanent Relocation Period Per Tenant			0						
Estimated On-Site Moves:		75%			Estimated Off-Site Moves:			25%						
Description of Identified Off-Site Relocation Resources										Available Option				
Vacant units in RAD Phase II Properties										YES				
Units in other properties in Development Team portfolio										NO				
Residents that may choose to stay with family members or friends										YES				
Private rental units in the market place to be identified by the Development Team										YES				
Other (please describe):										TBD				
Additional Information:														
Construction will include overall building renovation including electrical and plumbing updates; kitchen, bathroom and floor replacement and general improvements.														
Building has 9 units per floor; construction will be done on a floor by floor basis; currently 7 vacancies and anticipate at least 2 more prior to commencement of construction; tenants from one floor will be moved to vacancies and construction will commence on the vacated floor; estimated construction completion 3 weeks; five additional days to complete moves.														
Primary Resident Languages: English; Chinese; Spanish and Russian														



RENTAL ASSISTANCE DEMONSTRATION PROGRAM

Property Relocation Profile

Updated: May 1, 2015

PROJECT INFORMATION																
Development Team:		Bridge Housing Corporation and Bernal Heights Neighborhood Center														
Relocation Primary Contact:		Bre Jones Susan Neufeld Pati Boyle				Bre.jones@martinezservicesinc.com sneufeld@bridgehousing.com patiboyle@comcast.net										
Property Name/Address:		Holly Courts														
Brief Description:		Two story townhomes built in 1940 serving families; located between Appleton and Highland Avenues and between Patton Street and Holly Park Circle														
Total Units:	118		Non-Residential:			0		Occupied:			115		Vacant:		3	
Unit Sizes:	1 BR	40	2 BR	60	3 BR	18	4 BR	0	5 BR	0	6 BR	0				
Construction Costs:			\$19.3 million			Relocation Budget:			\$1,668,809							
Post Rehab Residential Units			118			Post-Rehab Non-Residential			1 – Management Office & Community Room							
# HH at Flat Rent:			5			# HH Over LIHTC Income:			5							
RELOCATION INFORMATION																
Estimated Construction Period:		14 months, November 1, 2015 – December 31, 2016														
Estimated # Phases:		5 phases (2 buildings per phase)				# Moves Per Phase:			22-25							
Estimated Temporary Relocation Period Per Tenant:		Phase 1-3 – 3 months; last 2 – 2/5 months				Permanent Relocation Period Per Tenant			0							
On-Site Moves:		11				Off-Site Moves:			104							
Description of Identified Off-Site Relocation Resources											Estimated #HH					
Vacant units in RAD Phase II Properties											YES					
Units in other properties in Development Team portfolio											NO					
Residents that may choose to stay with family members or friends											NO					
Private rental units in the market place to be identified by the Development Team											YES					
Other (please describe):											TBD					
Additional Information: Construction includes redoing perimeter for mold remediation, asbestos abatement, replace flooring, electrical system upgrades, replacement of galvanized plumbing; replace kitchen cabinets, counters, bathroom fixtures as needed; convert 6 ADA units. Property must comply with State Historical Preservation requirements as it was the first public housing built west of Rockies and in San Francisco, therefore no work will be done to exterior design; Languages at this property include English/Spanish/Cantonese/Vietnamese/Cambodian																



RENTAL ASSISTANCE DEMONSTRATION PROGRAM

Property Relocation Profile

Updated: May 1, 2015

PROJECT INFORMATION														
Development Team:		MEDA - Bridge												
Relocation Primary Contact:		Elaine Yee Adhi Nagraj			eyee@medasf.org anagraj@bridgehousing.com									
Property Name/Address:		25 Sanchez												
Brief Description:		4 story mid-rise built in 1972 serving senior and disabled households; located on the corner of Duboce and Sanchez Streets												
Total Units:	90		Non-Residential:		0		Occupied:		80		Vacant:		10	
Unit Sizes:	Studio	75	1 BR	14	2 BR	1	3 BR	0	4 BR	0				
Post Rehab Residential Units			89			Post-Rehab Non-Residential			1 – Management Office					
Estimated Construction Costs:			\$10 million			Relocation Budget:			\$513,288					
# HH at Flat Rent:						# HH Over LIHTC Income:								
RELOCATION INFORMATION														
Estimated Construction Period:		November 1, 2015 through November 30, 2016												
Estimated # Phases:		9			# Moves Per Phase:			6 -12						
Estimated Temporary Relocation Period Per Tenant:		6-8 weeks			Permanent Relocation Period Per Tenant			0						
On-Site Moves:		90%			Off-Site Moves:			10%						
Description of Identified Off-Site Relocation Resources									RESOURCES					
Vacant units in RAD Phase II Properties									YES					
Units in other properties in Development Team portfolio									NO					
Residents that may choose to stay with family members or friends									YES					
Private rental units in the market place to be identified by the Development Team									YES					
Other (please describe): Other Public Housing									YES					
Additional Information:														
Construction will include seismic retrofitting; replacement of kitchens, baths and flooring; painting, elevator upgrades and general improvements. The building has two elevators but both will need to be off-line for approximately 30 days which is proposed at the end of the unit and common area construction. Residents would remain on-site during construction, using current vacancies to move tenants during the unit rehabilitation.														
If off-site temporary relocation is needed for residents with mobility impairments while elevators are down for repairs, vacancies in other Public Housing properties (both Phase I and Phase II) would be the first option; market rate units would be the Phase II option.														
Resident services are provided at this property by Northern California Presbyterian Housing Services which will remain as the service provider post-rehab. Primary Resident Languages: English; Chinese; Spanish and Russian.														



RENTAL ASSISTANCE DEMONSTRATION PROGRAM

Property Relocation Profile

Updated: May 1, 2015

PROJECT INFORMATION														
Development Team:		MEDA - Bridge												
Relocation Primary Contact:		Elaine Yee Adhi Nagraj			eyee@medasf.org anagraj@bridgehousing.com									
Property Name/Address:		462 Duboce												
Brief Description:		4 and 6 story mid-rise built in 1971 serving senior and disabled households; located on Duboce and Herman Streets.												
Total Units:	42		Non-Residential:		0		Occupied:		42		Vacant:		0	
Unit Sizes:	Studios	34	1 BR	8	2 BR	0	3 BR	0	4 BR	0				
Construction Costs:		\$10 million			Relocation Budget:				\$187,000					
Post Rehab Residential Units		41			Post-Rehab Non-Residential				1 – Management Office					
# HH at Flat Rent:					# HH Over LIHTC Income:									
RELOCATION INFORMATION														
Estimated Construction Period:		12 months; November 1, 2015 – October 31, 2016												
Estimated # Phases:		5			# Moves Per Phase:			6 - 12						
Estimated Temporary Relocation Period Per Tenant:		6 – 8 weeks			Permanent Relocation Period Per Tenant			0						
On-Site Moves:		None			Off-Site Moves:			All						
Description of Identified Off-Site Relocation Resources										Estimated #HH				
Vacant units in RAD Phase II Properties										YES				
Units in other properties in Development Team portfolio										NO				
Residents that may choose to stay with family members or friends										YES				
Private rental units in the market place to be identified by the Development Team										YES				
Other (please describe): Other Public Housing										YES				
Additional Information:														
<p>Construction will include seismic retrofitting; replacement of kitchens, baths and flooring; painting, elevator upgrades and general improvements. The building has two elevators but both will need to be off-line for approximately 30 days which is proposed at the end of the unit and common area construction. Residents would remain on-site during construction, using current vacancies to move tenants during the unit rehabilitation.</p> <p>If off-site temporary relocation is needed for residents with mobility impairments while elevators are down for repairs, vacancies in other Public Housing properties (both Phase I and Phase II) would be the first option; market rate units would be the Phase II option.</p> <p>Resident services are provided at this property by Northern California Presbyterian Housing Services which will remain as the service provider post-rehab. Primary Resident Languages: English; Chinese; Spanish and Russian.</p>														



RENTAL ASSISTANCE DEMONSTRATION PROGRAM

Property Relocation Profile

Updated: May 1, 2015

PROJECT INFORMATION														
Development Team:		MEDA - Bridge												
Relocation Primary Contact:		Elaine Yee Adhi Nagraj			eyee@medasf.org anagraj@bridgehousing.com									
Property Name/Address:		Woodside Gardens, 255 Woodside												
Brief Description:		10 story high-rise built in 1962 serving senior and disabled households; located near San Francisco's Laguna Honda Hospital.												
Total Units:	109		Non-Residential:		1		Occupied:		95		Vacant:		13	
Unit Sizes:	0 BR 87		1 BR 22		2 BR 0		3 BR 0		4 BR 0					
Construction Costs:		\$12 million			Relocation Budget:				\$548,000					
Post Rehab Residential Units		108			Post-Rehab Non-Residential				1 – Management Office					
# HH at Flat Rent:					# HH Over LIHTC Income:									
RELOCATION INFORMATION														
Estimated Construction Period:		November 1, 2015 through October 31, 2016												
Estimated # Phases:		8			# Moves Per Phase:			14						
Estimated Temporary Relocation Period Per Tenant:		6-8 weeks			Permanent Relocation Period Per Tenant			0						
On-Site Moves:		100%			Off-Site Moves:			0%						
Description of Identified Off-Site Relocation Resources										Estimated #HH				
Vacant units in RAD Phase II Properties										YES				
Units in other properties in Development Team portfolio										NO				
Residents that may choose to stay with family members or friends										YES				
Private rental units in the market place to be identified by the Development Team										YES				
Other (please describe): Other Public Housing										YES				
Additional Information:														
<p>Construction will include seismic retrofitting; replacement of kitchens, baths and flooring; painting, elevator upgrades and general improvements. The building has two elevators but both will need to be off-line for approximately 30 days which is proposed at the end of the unit and common area construction. Residents would remain on-site during construction, using current vacancies to move tenants during the unit rehabilitation.</p> <p>If off-site temporary relocation is needed for residents with mobility impairments while elevators are down for repairs, vacancies in other Public Housing properties (both Phase I and Phase II) would be the first option; market rate units would be the Phase II option.</p> <p>Resident services are provided at this property by Northern California Presbyterian Housing Services which will remain as the service provider post-rehab. Primary Resident Languages: English; Chinese; Spanish and Russian.</p>														



RENTAL ASSISTANCE DEMONSTRATION PROGRAM

Property Relocation Profile

Updated: May 1, 2015

PROJECT INFORMATION															
Development Team:		Mercy Housing California, John Stewart Company													
Relocation Primary Contact:		Rosalba Navarro Tim Dunn				navarro@mercyhousing.org tdunn@mercyhousing.org									
Property Name/Address:		1880 Pine Street													
Brief Description:		12 story high-rise built in 1973 serving senior and disabled households; located on Pine St between Gough and Octavia.													
Total Units:	113		Non-Residential:		0		Occupied:		105		Vacant:		7		
Unit Sizes:	Studio	98		1 BR	14		2 BR	1		3 BR	0		4 BR	0	
Construction Costs:		\$7.9 million			Relocation Budget:				\$718,230						
Post Rehab Residential Units		112			Post-Rehab Non-Residential				1 – Management Office						
# HH at Flat Rent:					# HH Over LIHTC Income:										
RELOCATION INFORMATION															
Estimated Construction Period:		16 months, November 1, 2015 – January 31, 2017													
Estimated # Phases:		10			# Moves Per Phase:			6 - 12							
Estimated Temporary Relocation Period Per Tenant:		4 – 5 weeks			Permanent Relocation Period Per Tenant			N/A							
Estimated On-Site Moves:		80%			Estimated Off-Site Moves:			20%							
Description of Identified Off-Site Relocation Resources										Available Option					
Vacant units in RAD Phase II Properties										YES					
Units in other properties in Development Team portfolio										NO					
Residents that may choose to stay with family members or friends										YES					
Private rental units in the market place to be identified by the Development Team										YES					
Other (please describe):										TBD					
Additional Information:															
Construction includes seismic retrofitting; electrical upgrades; HVAC upgrades; kitchens and baths replaced as needed; flooring in common areas and general building repairs. Seismic work will be done on a floor by floor basis.															
Tenants will be temporarily relocated to vacant units to accommodate the seismic work and the work in the units. The majority of temporary relocation will be on-site. However, some tenants will need to be temporarily relocated off-site due to lack of vacant units on-site. Off-site relocation will consist of a corporate master lease for RAD Phase II properties or market rate units and tenants will be temporarily moved in and out of these units; all tenant possessions will be moved to and from the temporary units with the tenants. Some tenants may opt to have some of their belongings stored if temporarily relocating to a smaller unit,															
Primary Resident Languages: Russian; Chinese; English; and Spanish.															



RENTAL ASSISTANCE DEMONSTRATION PROGRAM

Property Relocation Profile
Updated: May 1, 2015

PROJECT INFORMATION												
Development Team:		Mercy Housing California, John Stewart Company										
Relocation Primary Contact:		Rosalba Navarro, Tim Dunn Helen Lee				rnavarro@mercyhousing.org tdunn@mercyhousing.org hlee@mercyhousing.org						
Property Name/Address:		345 Arguello Boulevard										
Brief Description:		5 story senior mid-rise built in 1973 serving senior and disabled households; located on Arguello Blvd. between Cornwall and Clement										
Total Units:	69		Non-Residential:		0		Occupied:		64		Vacant:	5
Unit Sizes:	0 BR	59	1 BR	9	2 BR	1	3 BR	0	4 BR	0		
Construction Costs:		\$9 million			Relocation Budget:			\$393,290				
Post Rehab Residential Units		68			Post-Rehab Non-Residential			1 – Management Office				
# HH at Flat Rent:					# HH Over LIHTC Income:							
RELOCATION INFORMATION												
Estimated Construction Period:		15 months; October 26, 2015 through January 29, 2016										
Estimated # Phases:		11			# Moves Per Phase:			5 – 8				
Estimated Temporary Relocation Period Per Tenant:		4 – 5 weeks			Permanent Relocation Period Per Tenant			N/A				
Estimated On-Site Moves:		90%			Estimated Off-Site Moves:			10%				
Description of Identified Off-Site Relocation Resources										Available Option		
Vacant units in RAD Phase II Properties										YES		
Units in other properties in Development Team portfolio										NO		
Residents that may choose to stay with family members or friends										YES		
Private rental units in the market place to be identified by the Development Team										YES		
Other (please describe):										NO		
<p>Additional Information: Construction includes seismic work to be done on majority of floors; replacement of stucco; weatherproofing; HVAC repair; electrical upgrades; fire sprinkler and alarm upgrades; kitchen and bathroom replacements as needed; conversion of 5% units that are fully accessible units; and roof replacement. The community and office spaces will be reconfigured have new finishes and will be slightly reduced as the result of the required seismic work and additional office space. Tenants will be temporarily relocated to vacant units to accommodate the seismic work being performed and the work in the units. The majority of temporary relocation will be on-site. However, some tenants will need to be temporarily relocated off-site due to lack of vacant units on-site. Off-site relocation will consist of a corporate master lease for RAD Phase II properties or market rate units and tenants will be temporarily moved in and out of these units; all tenant possessions will be moved to and from the temporary units with the tenants. Some tenants may opt to have some of their belongings stored if temporarily relocating to a smaller unit.</p> <p>Primary Resident Languages: Russian, Chinese, English and Spanish</p>												



RENTAL ASSISTANCE DEMONSTRATION PROGRAM

Property Relocation Profile

Updated: May 1, 2015

PROJECT INFORMATION										
Development Team:		Mercy Housing California, John Stewart Company								
Relocation Primary Contact:		Rosalba Navarro Tim Dunn Adam Levine			rnavarro@mercyhousing.org tdunn@mercyhousing.org alevine@jsco.net					
Property Name/Address:		491 31st								
Brief Description:		Senior/disabled; 5 story; built in 1973								
Total Units:	75		Non-Residential:		0		Occupied:		67 Vacant: 8	
Unit Sizes:	0 BR	66	1 BR	8	2 BR	1	3 BR	0	4 BR	0
Construction Costs:		\$7.1 million			Relocation Budget:			\$340,470		
# HH at Flat Rent:		0			# HH Over LIHTC Income:			0		
RELOCATION INFORMATION										
Estimated Construction Period:		14 months; November 1, 2015 through December 31, 2016								
Estimated # Phases:		12			# Moves Per Phase:		5 – 7			
Estimated Temporary Relocation Period Per Tenant:		4 – 5 weeks			Permanent Relocation Period Per Tenant		N/A			
Estimated On-Site Moves:		100%			Estimated Off-Site Moves:		0			
Description of Identified Off-Site Relocation Resources									Available Option	
Vacant units in RAD Phase II Properties									N/A	
Units in other properties in Development Team portfolio									N/A	
Residents that may choose to stay with family members or friends									N/A	
Private rental units in the market place to be identified by the Development Team									N/A	
Other (please describe):									N/A	
Additional Information:										
<p>Construction will include roof replacement, window replacement, HVAC upgrade; reconfiguration of the first floor to enlarge entrance and reconfigure the office and community space; adding security system with cameras; replacement of kitchens, baths and floors in 37 units. Building has two elevators; upgrades to elevators will be done to have one elevator off-line at a time. No seismic work required.</p> <p>All temporary relocation to be done on-site using current vacant units.</p> <p>Languages at this property include: English; Russian; Cantonese; Mandarin; Korean; Vietnamese and Spanish.</p>										



RENTAL ASSISTANCE DEMONSTRATION PROGRAM

Property Relocation Profile

Updated: April 1, 2015

PROJECT INFORMATION																
Development Team:		John Stewart Company; San Francisco Housing Development Corp; Related California; Ridgepoint Non-Profit Housing Corp.														
Relocation Primary Contact:		Adam Levine						alevine@jsco.net								
Property Name/Address:		Hunters Point East-West														
Brief Description:		27 buildings located on 4 parcels; 4 – 14 units per building; on-site management office; limited community facilities.														
Total Units:	213		Non-Residential:			0		Occupied:			191		Vacant:		22	
Unit Sizes:	1 BR 17		2 BR 122		3 BR 35		4 BR 29		5 BR 5		6 BR 1					
Construction Costs:			\$46 million			Relocation Budget:			\$2 million							
# HH at Flat Rent:						# HH Over LIHTC Income:			9							
RELOCATION INFORMATION																
Estimated Construction Period:		18 months; November 1, 2015 through May 31, 2017														
Estimated # Phases:		West – 6 Phases East – 8 Phases			# Moves Per Phase:			West – 22 East - 10								
Estimated Temporary Relocation Period Per Tenant:		West – 12 weeks East – 10 weeks			Permanent Relocation Period Per Tenant:			None								
On-Site Moves:		70%			Off-Site Moves:			30%								
Description of Identified Off-Site Relocation Resources												Estimated #HH				
Vacant units in RAD Phase II Properties												TBD				
Units in other properties in Development Team portfolio												TBD				
Residents that may choose to stay with family members or friends												TBD				
Private rental units in the market place to be identified by the Development Team												TBD				
Other (please describe):												NO				
Additional Information:																
<p>Construction will be completed on two parallel tracks on the West and East sides of the property. Current vacancies are primarily on west side with only 4 vacancies on east side. Relocation assessments will include inquiry of tenant willingness to move off-site. Options for offsite relocation include private rental units in the market place identified by the Development Team, vacant units in the Phase II properties, or to stay with family and friends. The projects estimates moving approximately 60 households off-site to enable movement of remaining tenants on the property to enable construction phasing.</p> <p>Languages at this property are English, Spanish, Chinese, Samoan</p>																

EXHIBIT #	DOCUMENT
1	Development Teams by Property
2	Sample Resident Assessment Form
3	RAD Relocation Notice (Relocation less than 12 months)
4	RAD Relocation Notice (Relocation 12 months or more)
5	90 Day Notice to Vacate
6	Notice of Non-Displacement (Relocation less than 12 months)
7	Notice of Eligibility for URA (Relocation 12 months or more)
8	30 Day Notice of Termination of Public Housing Lease and Offer of New Lease
9	Things Every Tenant Should Know about Relocation Under RAD Frequently Asked Questions
10	Comments Received on the Draft Relocation Plan

EXHIBIT 1: DEVELOPMENT TEAMS BY PROPERTY

SFHA DEVELOPMENT TEAMS FOR RAD CONVERSION PROJECTS		
DEVELOPMENT TEAM	PHASE I PROJECTS	PHASE II PROJECTS
Chinatown Community Development Corporation	<i>227 Bay</i>	<i>Ping Yuen</i>
	<i>990 Pacific</i>	<i>Ping Yuen North</i>
Co-Developers: Related and Tabernacle CDC	<i>Robert B. Pitts</i>	<i>Westside Courts</i>
Tenderloin Neighborhood Development Corporation (TNDC)	<i>939 Eddy</i>	<i>Rosa Parks</i>
	<i>951 Eddy</i>	<i>350 Ellis</i>
	<i>430 Turk</i>	<i>320 & 330 Clementina</i>
Community Housing Partnership (CHP)	<i>666 Ellis</i>	<i>1750 McAllister</i>
Co-Developers: Bernal Heights Neighborhood Center and Bridge Housing	<i>Holly Courts</i>	<i>Alemany</i>
Co-Developers: Mission Economic Development Agency (MEDA) and Bridge Housing	<i>25 Sanchez</i>	<i>3850 18th Street</i>
	<i>462 Duboce</i>	<i>Mission Dolores</i>
	<i>255 Woodside</i>	
Co-Developers: Mercy Housing John Stewart Company	<i>1880 Pine</i>	<i>Kennedy Towers</i>
	<i>345 Arguello</i>	<i>2698 California</i>
	<i>491 31st</i>	<i>1760 Bush</i>
Co-Developers: John Stewart Company Related and SFHDC	<i>Hunter's Point East-West</i>	<i>Westbrook Apartments</i>

EXHIBIT 2: SAMPLE RESIDENT ASSESSMENT FORM

Tenant Name:		Phone #	
Property Address			Unit #
Primary Language:		Understand English	<input type="checkbox"/> Yes <input type="checkbox"/> No
Emergency Contact:		Phone #	
Caregiver:		Phone #	
Social Worker:		Phone #	
ADDITIONAL LEASE MEMBERS	RELATIONSHIP	GENDER (Male/Female)	DATE OF BIRTH
HEAD OF HOUSEHOLD	SELF	<input type="checkbox"/> M <input type="checkbox"/> F	
		<input type="checkbox"/> M <input type="checkbox"/> F	
		<input type="checkbox"/> M <input type="checkbox"/> F	
		<input type="checkbox"/> M <input type="checkbox"/> F	
		<input type="checkbox"/> M <input type="checkbox"/> F	
		<input type="checkbox"/> M <input type="checkbox"/> F	
Are there any additional people residing in the unit that are not listed on the lease? (If yes, list below)			<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> M <input type="checkbox"/> F	
		<input type="checkbox"/> M <input type="checkbox"/> F	
Current Tenant Paid Utilities: <i>(List provider; phone only if land line)</i>	<input type="checkbox"/> Electric _____	<input type="checkbox"/> Phone _____	
	<input type="checkbox"/> Gas _____	<input type="checkbox"/> Cable _____	
	<input type="checkbox"/> Water/Sewer _____	<input type="checkbox"/> Internet _____	
Do you or any member of your household require an accessible unit?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you have any limitations that would prevent you from packing your belongings?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you have family members with whom you would like to stay during the relocation period? <i>(If yes, provide information below)</i>			<input type="checkbox"/> Yes <input type="checkbox"/> No
Name		Relationship:	
Address		Phone Number:	
Will you require storage for your personal belongings during the relocation period?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you and other household members (if applicable) able to use stairs?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you willing to stay in your building if the elevator will be out of service for an extended period of time, possibly for several months?			<input type="checkbox"/> Yes <input type="checkbox"/> No

Do you receive home delivered meals, in-home medical or personal care? <i>(If yes, provide information below)</i>			<input type="checkbox"/> Yes <input type="checkbox"/> No
Service Provider		Type of Service	
Contact		Phone Number:	
Service Provide		Type of Service	
Contact		Phone Number:	
Service Provide		Type of Service	
Contact		Phone Number:	
Do you have any pets?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Type and Size:	
What school(s) do your children attend?			
School		Address :	
School		Address :	
School		Address :	
If you have to move off-site during the construction, and transportation services are provided for medical appointments and the market/grocery, are you willing to temporarily move outside your current neighborhood?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Are there other tenants in your building that you would like to stay at the same location with you during any off-site relocation period?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Name:		Apartment #	
Name:		Apartment #	
Do you have any other special needs or requests regarding relocation?			
Is there any reason you would not want to exercise your right to return to the renovated property? <i>(if yes, please provide more information)</i>			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Additional information:</i>			

EXHIBIT 3: RAD NOTICE OF RELOCATION (LESS THAN 12 MONTHS)

RAD NOTICE OF RELOCATION (LESS THAN 12 MONTHS)

[date]

Dear [resident name]:

The property you currently occupy is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. The San Francisco Housing Authority previously provided you with a General Information Notice advising you that under the RAD Program, the Public Housing property in which you reside will be transferred to a new owner and convert to Project Based Vouchers.

Our company, [name of developer(s) or joint venture] intends to acquire the property you currently occupy under the RAD conversion program and this is a Notice of Intent to Acquire and a Notice of Temporary Relocation.

The level of construction that needs to be completed to rehabilitate the property you now occupy will require that you relocate for approximately [anticipated duration of relocation]. The construction will be completed in multiple phases and when the phase that impacts your portion of the building is complete, you will be able to move back to a newly renovated apartment.

YOU DO NOT NEED TO MOVE NOW but will be required to move at some time during the construction. This notice informs you that a decent, safe, and sanitary dwelling unit will be made available to you during the temporary relocation period. You will be given advance notice of when you will need to move and provided a minimum of 10 days to complete the move.

Temporary relocation assistance will be provided and will include the following:

- **Packing Materials and Assistance** – All necessary materials needed to pack will be provided to you and if you request, packing assistance will also be provided.
- **Moving Assistance** – A private moving company will move everything that you need to your temporary relocation unit and return all your belongings back to your newly renovated apartment.
- **Storage** – If you choose to stay with family or friends during the temporary relocation period and you would like your belongings to be placed in storage, all costs of storage will be paid for you.

Under the RAD Program, you are protected by a law known as the Uniform Relocation Assistance and Real Property Acquisitions Act. (URA).

We do not anticipate that your relocation will last more than the time stated above. However, one of the URA protections for persons temporarily relocated is that such relocation will not extend beyond one year. If the temporary relocation lasts more than one year, you will be contacted and offered all permanent relocation assistance as a displaced person under URA. This assistance would be in addition to any assistance you may receive in connection with temporary relocation and will not be reduced by the amount of any temporary relocation assistance previously provided. You will also have the right to appeal the determination of relocation assistance if you feel that you do not receive proper assistance.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [*name, phone number and e-mail of contact person*].

Remember, do not move before we have a chance to further discuss your relocation assistance. This letter is important to you and should be retained.

Sincerely,

EXHIBIT 4: RAD NOTICE OF RELOCATION (12 MONTHS OR MORE)

RAD NOTICE OF RELOCATION NOTICE OF ELIGIBILITY FOR URA RELOCATION ASSISTANCE (12 MONTHS OR MORE)

[date]

Dear [resident name]:

The property you currently occupy is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. The San Francisco Housing Authority previously provided you with a General Information Notice advising you that under the RAD Program, the Public Housing property in which you reside will be transferred to a new owner and convert to Project Based Vouchers.

Our company, [name of developer(s) or joint venture] intends to acquire the property you currently occupy under the RAD conversion program and this is a Notice of Intent to Acquire and a Notice of Temporary Relocation.

The level of construction that needs to be completed to rehabilitate the property you now occupy will require that you relocate for approximately [anticipated duration of relocation]. The construction will be completed in multiple phases and when the phase that impacts your portion of the building is complete you will be able to move back to a newly renovated apartment.

Under the RAD Program, you are protected by a law known as the Uniform Relocation Assistance and Real Property Acquisitions Act. (URA).

Because we expect your relocation to exceed one year, you have the choice to either:

- Receive extended temporary relocation assistance and return to a unit in the RAD project once it is complete; OR
- Receive permanent relocation assistance and payments consistent with the URA and forfeit your right to return to the completed RAD project.

You must inform us of your choice within 30 days from the date of this letter.

YOU DO NOT NEED TO MOVE NOW. If you choose extended temporary relocation assistance, you will not be required to move sooner than 30 days after you receive notice that a temporary unit is available for you and provided a minimum of 10 days to complete the move. If you choose permanent relocation assistance, you will not be required to move sooner than 90 days after you receive written notice that comparable replacement unit(s) is available to you.

If you choose extended temporary relocation, your relocation exceeds one year and you qualify as a "displaced person" under the URA and you may become eligible for further relocation assistance under URA.

Extended temporary relocation assistance will be provided and will include the following:

- **Packing Materials and Assistance** – All necessary materials needed to pack will be provided to you and if you request, packing assistance will also be provided.
- **Moving Assistance** – A private moving company will move everything that you need to your temporary relocation unit and return all your belongings back to your newly renovated apartment.
- **Storage** – If you choose to stay with family or friends during the temporary relocation period and you would like your belongings to be placed in storage, all costs of storage will be paid for you.

If you elect to receive permanent relocation assistance, this assistance will include all of the services above and the following additional services:

- **Relocation Advisory Services** - You will receive current and continuing information on available comparable replacement units and other assistance to help you find another home and prepare to move.
- **Replacement Housing Payment and/ a Housing Choice Voucher** - You may be eligible for a replacement housing payment to rent or buy a replacement home or a Housing Choice Voucher **IF** one is available through SFHA. The amount of a replacement housing payments is based on several factors including: (1) the monthly rent and cost of utility services for a comparable replacement unit, (2) the monthly rent and cost of utility services for your present unit, and (3) 30% of your average monthly gross household income. There is a maximum payment that will be provided.

When you inform us of your choice of your relocation option, we will provide a minimum of three comparable replacement units and more detailed information about the replacement housing payment and/or the availability of a Housing Choice Voucher.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [*name, phone number and e-mail of contact person*].

Remember, do not move before we have a chance to further discuss your relocation assistance. This letter is important to you and should be retained.

Sincerely,

EXHIBIT 5: 90 DAY NOTICE TO VACATE

90 DAY NOTICE TO VACATE

[date]

Dear [resident name]:

We previously notified you of plans to rehabilitate the property you now occupy. At that time, you were advised the rehabilitation would require you to temporarily relocate.

We estimate that you will need to relocate for approximately [anticipated duration of relocation]. The construction will be completed in multiple phases and when the phase that impacts your portion of the building is complete, you will be able to move back to a newly renovated apartment.

We will soon be ready to implement the relocation plan in order to proceed with the rehabilitation plans for your apartment.

This is your 90 Day Notice to Vacate.

You will be required to move from your current apartment within the next 90 days. Please be assured that you are eligible for assistance to help you relocate, and that this assistance includes moving assistance, referral to a decent, safe and sanitary unit, storage if needed, and assistance returning to the project upon completion of the rehabilitation of an appropriate unit.

- **Temporary Housing Unit** – We will provide you with a temporary housing unit [on another floor at this property or at other location of temporary unit] for the period in which your unit will be under renovation. [more information about the temporary unit if needed]
- **Moving Assistance** – Packing materials will be made available and assistance with packing will be provided upon request. We have hired [name of moving company] that will provide all moving services needed.
- **Storage** – If it is not necessary for you to move your belongings to the temporary housing unit, we will provide storage in a secure and safe location during your temporary relocation period.

When it is time for construction to commence that will impact your apartment, a Relocation Specialist will contact you and provide you with a minimum of 10 days to schedule your move.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [name, phone number and e-mail of contact person].

Sincerely,

EXHIBIT 6: NOTICE OF NON-DISPLACEMENT

RAD NOTICE OF NON-DISPLACEMENT (LESS THAN 12 MONTHS)

[date]

Dear [resident name]:

We previously notified you of plans to rehabilitate the property you now occupy. At that time, you were advised the rehabilitation would require you to temporarily relocate.

THIS IS A NOTICE OF NON-DISPLACEMENT.

You will not be required to move permanently as a result of the rehabilitation construction work. However, the level of construction that needs to be completed to rehabilitate the property you now occupy will require that you relocate on a temporary basis. The construction will be completed in multiple phases and when the phase that impacts your portion of the building is complete, you will be able to move back to a newly renovated apartment.

This notice guarantees you the following:

1. You will be able to lease and re-occupy an appropriate decent, safe and sanitary housing unit in the project upon completion of the rehabilitation. Your monthly rent will remain the same or, if increased, your new rent and estimated average utility costs will not exceed 30% of the gross income of all adult members of your household.
2. When you move temporarily so that the repairs can be completed, you will be reimbursed for all of your extra expenses, including the cost of moving to and from the temporarily occupied unit and any additional housing costs. The temporary unit will be decent, safe and sanitary, and all other conditions of the temporary move will be reasonable.

DO NOT MOVE NOW. Since you will have the opportunity to occupy a newly rehabilitated apartment, we urge you not to move now.

If you do elect to move for your own reasons, you will not receive any relocation assistance. We will make every effort to accommodate your needs. Because Federal assistance is involved, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

If you have any questions, please contact [name, telephone number, e-mail].

Sincerely,

EXHIBIT 7: RAD NOTICE OF ELIGIBILITY FOR URA RELOCATION ASSISTANCE

RAD NOTICE OF ELIGIBILITY FOR URA RELOCATION ASSISTANCE (12 MONTHS OR MORE DUE TO CONSTRUCTION DELAYS)

[*date*]

Dear [*resident name*]:

The property you formerly occupied at [*address*] is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. You have been temporarily relocated from that property since [*date*].

Your temporary relocation has exceeded one year. We currently estimate that you may return to the RAD project by [*date*]. You may choose to extend temporary relocation or you may choose permanent relocation assistance.

If you choose extended temporary relocation, you will remain at the same location where you currently are living under the same terms and conditions, until a RAD unit is ready for your return. If you choose permanent relocation assistance, you give up your right to return to the completed RAD project.

This is a Notice of Eligibility for Permanent Relocation Assistance.

If you choose permanent relocation assistance, you will not be required to move without at least 90 days advance written notice of the date by which you must vacate and will be provided with alternate comparable housing units. When you do move, you will be entitled to relocation payments and other assistance in accordance with Federal regulations implementing the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended (URA). Permanent relocation assistance includes the following services.

- **Relocation Advisory Services** – You will receive current and continuing information on available comparable replacement units and other assistance to help you find another home and prepare to move.
- **Packing Materials and Assistance** – All necessary materials needed to pack will be provided to you and if you request, packing assistance will also be provided.
- **Moving Assistance** – A private moving company is available to move all your belongings or you may be paid a flat moving fee based on the number of rooms with furniture pursuant to the schedule published by the Federal Department of Transportation. The type of moving assistance will be determined based on the location of your move.

- **Replacement Housing Payment and/ a Housing Choice Voucher** - You may be eligible for a replacement housing payment to rent or buy a replacement home or a Housing Choice Voucher **IF** one is available through SFHA. The amount of a replacement housing payments is based on several factors including: (1) the monthly rent and cost of utility services for a comparable replacement unit, (2) the monthly rent and cost of utility services for your present unit, and (3) 30% of your average monthly gross household income. There is a maximum payment that will be provided.

When you inform us of your choice of your relocation option, we will provide a minimum of three comparable replacement units and more detailed information about the replacement housing payment and/or the availability of a Housing Choice Voucher.

Enclosed is a brochure entitled, "Relocation Assistance to Tenants Displaced From Their Homes." Please read the brochure carefully. It explains your rights and provides additional information on eligibility for relocation payments and what you must do in order to receive these payments.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [*name, phone number and e-mail of contact person*].

Remember, do not move before we have a chance to further discuss your relocation assistance. This letter is important to you and should be retained.

Sincerely,

EXHIBIT 8: PUBLIC HOUSING LEASE

30 DAY NOTICE OF TERMINATION OF PUBLIC HOUSING DWELLING LEASE OFFER OF NEW LEASE

[date]

Dear [resident name]:

The Public Housing Dwelling Lease for the above premises will be terminated 30 days from the date of this notice.

The specific reason for this termination is as follows:

The property you currently occupy is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) Program. On [date of property RCC], HUD issued the RAD Conversion Commitment (RCC) to convert your property from Public Housing to Project Based Vouchers. Thus, your Public Housing Dwelling Lease will terminate 30 days from the date of this notice.

This notice also serves to provide you an offer of a new lease for the unit you currently occupy. A copy of the new Lease, the RAD PBV Rider to the Lease, the PBV Tenancy Addendum and the PBV Statement of Family Obligations are attached for your review.

Under the Rental Assistance Demonstration (RAD) Program you have certain rights which include the following:

1. You cannot be displaced and have a right to return to the project although you may not necessarily return to the same apartment unit.
2. You are not subject to eligibility determinations and will not be rescreened for admission to the property.
3. Your Public Housing security and/or pet deposit(s) will be transferred to the new owner of the property and you will not have to pay any additional security deposit.
4. Your rent under the PBV Program will continue to be based on your income calculated in accordance with applicable federal regulations.

Should you accept this offer of a new lease, you will be required to execute all of these documents by [date]. Our management office will contact you shortly to answer any questions you may have and to complete the execution of these documents.

Sincerely,



RENTAL ASSISTANCE DEMONSTRATION PROGRAM RESIDENT RELOCATION FREQUENTLY ASKED QUESTIONS

THINGS EVERY TENANT SHOULD KNOW ABOUT RELOCATION UNDER THE RAD PROGRAM

Temporary relocation will be a necessary part of improving San Francisco's Public Housing properties under the Rental Assistance Demonstration (RAD) Program in order to achieve the level of capital improvements needed at each property.

Over the past several months, a relocation working group comprised of representatives from the San Francisco Housing Authority; the Mayor's Office of Housing and Community Development; Tenants' Rights Advocate Groups; and the RAD Development Teams have worked diligently to develop a Relocation Plan that carefully documents all tenants' rights and obligations under federal, state, and local relocation law, and assures implementation of a consistent temporary relocation process among all Development Teams. Furthermore, the Relocation Plan is designed to assure that all residents are informed of and protected by the fundamental tenants' rights under the RAD Program as follows:

- All tenants have a **guaranteed right to return** to the RAD property;
- No background re-screening of existing tenants is permitted for tenants to return to the RAD property; and,
- Tenant rent will continue to be calculated using the same rent formula calculation prior to conversion under RAD.

FREQUENTLY ASKED QUESTIONS

1. What is Relocation?

Relocation is the process of **temporarily** moving from your current housing unit to a temporary housing unit during construction and moving back to the property where you currently live when construction is complete.

2. Why do I have to move?

The property where you currently live is in need of substantial repairs. The construction work to upgrade the building systems and your apartment will require you to move for a temporary period of time. It will not be safe for you to remain in your apartment during construction.

3. Where will I go?

You will be provided with another decent, safe and sanitary housing unit to stay in during construction. Depending on the type of work that has to be done, you will move to another apartment elsewhere in the same property where you currently live; or, you will move to an apartment in another location; or, only if you wish to do so, you may stay with family or friends.

4. Who is in charge of Relocation?

You were previously informed that the building where you live is being transferred to a new affordable housing owner under the RAD (Rental Assistance Demonstration) Program. The new owner is responsible for the relocation process. A Relocation Specialist will meet with you to discuss any special needs you have and provide more information about relocation.



RENTAL ASSISTANCE DEMONSTRATION PROGRAM RESIDENT RELOCATION FREQUENTLY ASKED QUESTIONS

5. How long will I have to be gone?

Each building needs different types of repairs. The amount of time that you have to be gone will depend on the level of construction that has to be done in your building and your apartment. In some buildings residents will only need to move for a few weeks and in other buildings residents may need to move for several months. Your Relocation Specialist will provide you with the specific information about the estimated amount of time that you will need to stay in a temporary housing unit.

6. Will everyone in my building temporarily relocate at the same time?

In most buildings, the construction work will be done in multiple phases. Relocation will correspond with the construction phases. So in most buildings, not all residents will move at the same time. You will be provided with a 90-day notice advising you of an estimated moving date. When it is time for you to temporarily relocate, you will be given 5 days' notice to complete the move (if it's in the same property) and 10 days' notice to complete the move (if your temporary relocation is offsite).

7. What assistance will I receive to help me temporarily relocate?

You will receive all assistance necessary to complete the move from your current apartment to the temporary housing unit and to return to your current property as described below. All services will be paid by the new owner and there will be no costs to you.

- a. **Packing Materials and Assistance** – You will be provided with all packing materials and if you request, packing assistance will also be provided.
- b. **Moving** – A private moving company will move your belongings to your temporary housing unit or to storage as required and will move them back to your apartment when construction is complete.
- c. **Storage** – If you are moving to a temporary housing unit that is furnished or if you choose to stay with family or friends, at your request, your belongings will be placed in a safe and secure storage facility.
- d. **Utility Connections and Re-connections** – If it is necessary and there are costs associated with disconnection and/or reconnection of utilities that you currently have in your apartment, the costs of those connection fees will be reimbursed to you or paid directly to the utility company.
- e. **Temporary Housing Unit** – You must continue to pay your current rent while you stay in the temporary housing unit. You will not pay any additional costs for the temporary housing unit.

8. What will happen with personal items I have installed in my apartment?

You must disconnect any item that you have installed or attached inside or outside of your apartment such as ceiling fans, wall-mounted televisions or other electronic devices, and exterior security gates or bars. Items that have been disconnected and removed from the fixed mounting will be packed and moved with all other furnishings. Items not removed will be considered abandoned and unclaimed and will be removed as part of the rehabilitation work. Assistance with removing personal items will be provided as needed pursuant to a request for reasonable accommodations.



RENTAL ASSISTANCE DEMONSTRATION PROGRAM RESIDENT RELOCATION FREQUENTLY ASKED QUESTIONS

NOTE: Some items may not be permitted to be reinstalled under your new lease with the new owner. You should check with your Relocation Specialist to find out if you can reinstall any item(s) when you move back to a newly renovated apartment.

9. How will my children get to school if I have to be temporarily relocated to another neighborhood?

Regardless of where you are temporarily relocated, your children will be able to remain at their current school. The new owner of your building will work with the school district to make any necessary arrangements for transportation from your temporary housing unit to the school that your children currently attend.

10. Will my pets be able to move with me to the temporary housing unit?

Your Relocation Specialist will work with you to make all necessary arrangements for your pets to move with you or to be cared for during the temporary relocation period. All service animals will be permitted to stay with you at the temporary housing unit but you must provide all required documentation.

11. What if I do not want to move to the temporary housing unit that is offered?

Your Relocation Specialist will talk with you about any special needs you may have and every effort will be made to offer multiple temporary housing options, if there are any available. You will be provided general information about your temporary housing when you meet with your Relocation Specialist. You will be required to move for temporary relocation, and failure to do so will be considered a violation of your lease agreement.

12. Do I have to sign another lease?

At the time of the RAD closing, your current property will transfer to the new owner and will convert from Public Housing to the Project Based Voucher Program. Before the transfer of ownership, the new owner will offer you a new lease for your current apartment. While you are staying at the temporary housing unit, you must comply with all of your new lease requirements for your original property, including the requirement to continue to pay rent. Failure to comply with lease requirements while staying in the temporary housing unit could result in termination of the new lease agreement for your current apartment and discontinuance of relocation assistance. If there are any additional lease requirements for your temporary housing unit, your Relocation Specialist will provide you with that information.

13. Will I be able to return to the same apartment?

You will be entitled to return to the same property but not necessarily to the same apartment. In some cases, residents currently live in units that are too large or too small for the size of their family. These residents will need to return to the most appropriate size unit that is available in the property. Fair Housing laws require that some apartments will be converted to accessible units as part of the construction. These accessible units will need to be offered to individuals with mobility, visual or hearing impairments. Thus, it may not be possible for you to return to the same apartment.



RENTAL ASSISTANCE DEMONSTRATION PROGRAM
RESIDENT RELOCATION
FREQUENTLY ASKED QUESTIONS

14. What happens to my security and/or pet deposit?

Any security and/or pet deposits that you paid to the Housing Authority will be transferred to the new owner of your property. You will not have to pay any additional deposits.

15. What protections and guarantees do I have during the relocation process?

HUD provides protection to tenants under the RAD Program regulations which require compliance with a federal law called the Uniform Relocation Act (URA). The State of California Relocation Law and the City of San Francisco Public Housing Right to Return to Revitalized Housing Ordinance also provide relocation protection for tenants.

16. How do I file a complaint if I have a problem during the relocation process?

The RAD Relocation Plan provides a complaint resolution and grievance process for tenants. Under this process the City of San Francisco Rent Board shall act as an independent third party to review relocation claims and make advisory recommendations to the SFHA. The review and advisory process for claims received under this step for the RAD program shall consist of a hearing conducted by a Rent Board Administrative Law Judge and a written advisory recommendation from the Administrative Law Judge to you, the SFHA, and a copy to the Development Team.

**FOR MORE INFORMATION,
PLEASE CONTACT YOUR PROPERTY'S RELOCATION SPECIALIST.**

RAD RELOCATION PLAN – RESIDENT COMMENTS RECEIVED AS OF JUNE 15, 2015

Resident Questions/Concerns	RESPONSE
I don't have a computer, can we get a full copy of the RAD Relocation Plan?	Yes, the Relocation Specialist will be able to provide you with one during her office hours. If you can't read English, please reach out to our staff to help with translation and understanding the document.
I'm not sure where to send my rent check because the Housing Authority has stopped sending rent statements.	To pay for your rent, go to your property manager's office or mail it in. Nothing has changed on how you pay for your rent.
I use to get a receipt after I paid my rent, but I don't receive those anymore.	The Housing Authority stopped issuing rent receipts because they were inaccurate, so if you need a receipt, please go to your property manager's office. You will receive a statement for June, but it will stop after next month.
It is very difficult for some of us to go to our property manager's office because we are elderly and it is all the way in North Ping Yuen.	We hear your concern, and we will let the Housing Authority know that it is difficult for residents in this building to walk to their property manager's office. We will get back to you on what we can do to resolve this. If you pay your rent with a money order or check, it is important to have a copy of it. On the money order, there is a number and an attachment which is your receipt.
Should I make a copy of my check?	Yes, you can also get a receipt of your check from your bank.
If I use a personal check, do I go to my bank and get a copy of it?	You should go to the bank to get your check receipt if you have an issue with the Housing Authority not receiving your check. If you are paying with a money order, you need the number from the original money order to get track the payment.
Work orders?	In regards to a work order, if you are trying to get something in your unit repaired and need help, you should get a work order form from your property manager's office. You should get a receipt with a work order number. We have a repair advocate on our staff to help get your repair done. But please make sure to write and submit your work order with specific details on what needs to be repaired. For example, you should write that your bathroom sink needs to be fixed.
On Saturday, people that go to the food pantry next door at the church come into the building because the gate is open. This makes us feel unsafe. You need to do something about this. I recommend that the gate be locked at all the time.	If there are concerns with the food pantry, the Housing Authority and CCDC cannot do anything about it. We will let the Housing Authority know that you want the gate closed, but please remember that there is no Housing Authority staff that works on the weekend in this building. Good news is that after conversion, when CCDC takes over, these things will not happen anymore because they plan to have more staff on site. Yes. When we are done with the rehabilitation project, every entrance to the building will need a key fob.

RAD RELOCATION PLAN – RESIDENT COMMENTS RECEIVED AS OF JUNE 15, 2015

Resident Questions/Concerns	RESPONSE
I received a letter from the Housing Authority that I can add people to my lease. Are we allowed to add one member? If we add someone, will it affect our rent?	You should only add people to the lease that are already living with you. So when conversion comes, they can continue to live in the building. If you want to add someone to the lease, you should talk to your property manager. The person you are trying to add will be screened. Rent will be based off the total household income. It will always be 30% of the total household income. Depending on how many people you add onto the lease, you could get a bigger unit if space permits. As for immigration status, if you have someone that is undocumented living with you right now, please find me after the meeting to talk about this. Please remember that their income will not be included in the total household income and you might have to pay a higher rent.
Do we have to sign any of the materials that you passed out today?	No, you don't.
For relocation, what district will you relocate us to?	We won't know for several months and will have a better idea when the time gets closer. We will try and look for a safe unit near 227 Bay. In our interviews, we also asked what other neighborhoods you hang out in. This is important information to know, so please let us know because it will help.
When I came here 10 years ago, this place was for seniors and people with disabilities. When we return to the building, will there be any changes to this?	There will be no changes going forward. If you're in a building that is for seniors and people with disabilities, it will stay that way.
Will the units that we'll relocate to be in the neighborhood?	We will try and find units near 227 Bay.
Is CCDC taking over management and/or ownership?	CCDC will take over the management of the building and provide services. We will enter into a lease with the Housing Authority, meaning we will be the owner of the building, but the land will be owned by the Housing Authority to ensure that the land stays 100% affordable.
Is there evidence or a document that we will get saying that we'll return back to the building?	In addition to the 30 and 90 day notice you'll be getting, you will go into an agreement with CCDC saying that you understand that you're going to be relocated. You will also get a return notice that will include the time frame of when you will return.
Will we know the date of when we'll return?	You will not have an approximate return date, because we won't know the exact details till two weeks before your return date.
Once we relocate, where do we pay our rent?	It will stay the same and you will pay your rent like how you always do.
If I can use the stairs, how long will I relocate for?	There are five phases and each phase of units will be 3 months.
Who will be the new manager?	The new manager will be Chinatown CDC.
How will new tenants move in? Will they be screened?	All residents that are in good standing will return. People on the Housing Authority waiting list would be screened to move in.
Will the units be painted?	We will be painting all the units. I can go down the list of the other work we will be doing after the meeting if you would like.

RAD RELOCATION PLAN – RESIDENT COMMENTS RECEIVED AS OF JUNE 15, 2015

Resident Questions/Concerns	RESPONSE
Are we guaranteed to return to our unit?	You are guaranteed back to the building, but depending if your unit is converted to an accessible unit, you might not return to your unit.
Will you be dealing with pest control?	We are aware of this and am working with other city departments to try and make sure that this issue is completely under control.
What are we going to do about our mail?	So in my experience, if you are relocating from your unit for less than 6 months, it is best to keep your mail coming here. We can talk about what is most comfortable for you and it also depends on where you'll relocate to.
What about our rent statements? We were notified that they will stop mailing them to us after June.	I have good news. The Housing Authority will continue to send your rent statement. You will get a notice and a letter notifying you about this.
Will all residents be relocated to the same location?	We don't know that yet. We hope to find a block of units that residents can relocate to.
How do we deal with notifying our payee or the third party that helps us pay for rent?	We will work with you and assist you on notifying the right people about paying your rent.
Will units be cleaned?	Yes
What gets moved?	All personal items previously packed
What about pests and bedbugs contained in mattresses?	Developer will assume responsibility for cleaning.
Have the Relocation Phases been established?	Not yet but when decided there will be a posting.
What about mail and laundry?	Mailboxes will remain and laundry will be provided on site.
What about in unit washers/dryers?	That will be worked out in the Rules Group announced later.
What about Phones service?	It was recommended hat service not be disconnected.
What about Pets?	They are expected to be relocated with each resident, and those pets properly registere will be allowed to return.
Who is responsible for moving & storage of resident's furniture?	Developer will hire a Professional mover with risk insurance.
When will one on one meetings begin?	After residents receive the 90 day notice.
Will anyone leave property?	No resident will be relocated to another property.
Can clothes and other items be stored in unit?	Nothing can be left behind.
What about Plants?	Will be moved to temporary units.
On-site parking available?	Yet to be worked out.
Where be furniture be stored?	Yet to be decided
Will residents have access to storage facility?	For emergency

RAD RELOCATION PLAN – ADDITIONAL RESIDENT COMMENTS RECEIVED THROUGH JUNE 20, 2015

Resident Questions/Concerns	RESPONSE
In regards to relocation, I suggest because I have long lasting back pain and in addition both my legs are not good making it difficult to get around; also I have pulmonary emphysema and get shortness of breath; I hope CCDC can appropriately settle into a unit.	Every effort will be made to locate temporary housing units in the same neighborhood or as close to the same neighborhood as possible. An individual assessment will be completed and the Relocation Specialists will discuss any special needs that you might have to assure that all of your needs can be met during the temporary relocation period.
Due to my health condition: weak body, dizzy all the time, can't walk on stairs, I wish I could relocate to a unit that is around Chinatown area to be close to daily activities and doctors' offices.	Every effort will be made to locate temporary housing units in the same neighborhood or as close to the same neighborhood as possible. An individual assessment will be completed and the Relocation Specialists will discuss any special needs that you might have to assure that all of your needs can be met during the temporary relocation period
I have very serious asthma. My wife has very serious back pain and cannot walk too much.	An individual assessment will be completed and the Relocation Specialists will discuss any special needs that you might have to assure that all of your needs can be met during the temporary relocation period
Residents should be given the opportunity to visit/inspect their new dwelling unit before moving.	Upon request, Residents will be transported to view the temporary housing unit prior to moving.
For senior residents, relocation should be within or close proximity to their current residence as many seniors depend on social services within the radius of their current.	Every effort will be made to locate temporary housing units in the same neighborhood or as close to the same neighborhood as possible. An individual assessment will be completed and the Relocation Specialists will discuss any special needs that you might have to assure that all of your needs can be met during the temporary relocation period.
Telephone land lines should be transferred to the temporary housing unit instead of acquiring a new one as many senior residents have the same phone number for decades.	The telephone company can transfer your number to another location. However, if temporary relocation is going to be less than 30 days in a "hospitality suite", it will be more feasible to forward calls to the land line at that location. The Relocation Specialist will work with you to determine the best option to assure you can continue to receive calls at your number.
E-mailed Patti Boyle and received no response.	Patti has been notified and will contact you.
Hope to move to a place close to Chinatown with elevator. Dre to dialysis three times a week.	Every effort will be made to locate temporary housing units in the same neighborhood or as close to the same neighborhood as possible. An individual assessment will be completed and the Relocation Specialists will discuss any special needs that you might have to assure that all of your needs can be met during the temporary relocation period.
Because we need to live close to Chinatown for all the convenience such as doctors' appointments, shopping, etc. I have asthma; please give me a cleaner unit. Also need a one bedroom unit, because we have many things that a larger place will be better. We do not want to live on higher level due to inconvenience. Thank you.	Every effort will be made to locate temporary housing units in the same neighborhood or as close to the same neighborhood as possible. An individual assessment will be completed and the Relocation Specialists will discuss any special needs that you might have to assure that all of your needs can be met during the temporary relocation period. Most residents will be returning to the same unit from which they are relocated. Changes in size of unit may not be possible.

RAD RELOCATION PLAN – ADDITIONAL RESIDENT COMMENTS RECEIVED THROUGH JUNE 20, 2015

Resident Questions/Concerns	RESPONSE
Return to 1 bedroom apartment for 1 person or do they go to a studio?	Most residents will be returning to the same unit from which they are relocated. Changes in size of unit may not be possible.
Need to have a bell on flash when someone comes to my apartment; cannot hear a person knock; need good lighting; only 1 light in apartment need 2 lights.	Several units will be made hearing and visually impaired accessible. The Relocation Specialist will work with you to assure that you have any needed special equipment to accommodate your needs.
I think there should be a special meeting to discussion relocation more and RAD.	Since each resident may have individual needs, it is more effective to work one on one with the Residents. The Relocation Specialists will meet with each Resident on an ongoing basis once the Relocation process actually begins.
Please carefully consider regarding 70 year old senior, especially those sick and disabled seniors. They cannot afford to be tossing around with this relocation. I believe your intelligence and knowledge should make this whole building safe and secure without tossing these seniors around.	Unfortunately, the physical condition of the property requires significant construction work that cannot be performed while the apartments are occupied. This work includes special reinforcement to better secure the building in case of seismic movement (earthquakes). We truly understand the inconvenience and hardship for residents and assure you that staff is working very hard to meet the individual needs of each tenant.
Five years ago, my unit just got remodeled before I moved in. The wall was painted, faucets and toilet were replaced. Refrigerator and stove are still in good operating condition. There is not nail holes on the wall. Because my unit is full of stuff, books and newspapers, cabinets, desk and bookshelves, moving is something I could not handle. I am very old now. I feel very critical and distraught.	A licensed and insured professional moving company will pack, move and unpack all of your belongings. If you move to a “hospitality suite” that is already furnished, the moving company will pack, move your belongings to storage and unpack everything once the work in your building/apartment is complete. Transportation will be provided for you and your personal items and staff will be available to assist you with any of your needs.
If we really have to be relocated, I wish to be relocated to Chinatown or at lease close to Chinatown. My health condition is not so good. I have many illnesses, such as heart problem, dizziness and breathing difficulty when walking. Mostly I am afraid of falling. I am a single person with no children and no relatives here who I can ask for help and support. My family doctor and hospital are around Chinatown close to where I am living now. Therefore, I sincerely ask to relocate me to a safe and convenient place.	Every effort will be made to locate temporary housing units in the same neighborhood or as close to the same neighborhood as possible. An individual assessment will be completed and the Relocation Specialists will discuss any special needs that you might have to assure that all of your needs can be met during the temporary relocation period.
I want to move and it is okay but no sharing rooms.	During temporary relocation, no Resident will be required to stay with anyone other than their own household members.



City of Chicago



O2015-5397

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 7/29/2015

Sponsor(s): Moreno (1)
Pawar (47)
Burnett (27)
Smith (43)
Foulkes (16)
Waguespack (32)
Sawyer (6)
Maldonado (26)
Arena (45)
Munoz (22)
Sadlowski Garza (10)
Cappleman (46)
Santiago (31)
Ramirez-Rosa (35)
Solis (25)
Brookins (21)
Tunney (44)
Osterman (48)
Villegas (36)

Type: Ordinance

Title: Amendment of Municipal Code by adding a new chapter entitled "The City of Chicago Keeping the Promise Ordinance"

Committee(s) Assignment: Committee on Housing and Real Estate

City of Chicago Keeping the Promise Ordinance

An ordinance concerning preserving affordable housing supported by City of Chicago funds.

WHEREAS, it is a public purpose of the City of Chicago that all individuals and families in Chicago have access to safe, decent affordable housing for as long as they need it; and

WHEREAS, there is a scarcity of affordable housing in Chicago for low-income individuals and families in need; and

WHEREAS, the City of Chicago has allocated public dollars towards the development and the rehabilitation of federally supported public housing within the City of Chicago; and

WHEREAS, the State Housing Authorities Act (310 ILCS 10/8.10) requires all Illinois public housing authorities to report comprehensive financial, demographic and development information to the local City Council for their jurisdiction; and

WHEREAS, in spite of that commitment of public dollars by the City of Chicago more than 16,000 units of public housing have been lost due to rehabilitation, demolition, disposition, redevelopment, and/or conversion since 1999. This loss of public housing has exacerbated Chicago's affordable housing crisis; and

WHEREAS, the Chicago Housing Authority has been de-regulated under a federal demonstration program removing traditional HUD oversight and performance standards regarding public housing occupancy, voucher circulation, and reserve levels; and

WHEREAS, as a result of this de-regulation, Chicago Housing Authority has left an average of 4,600 public housing units unoccupied between 2009 and 2013; and

WHEREAS, Chicago Housing Authority has not circulated an average of 13,272 funded housing choice vouchers between 2009 and 2013; and

WHEREAS, Chicago Housing Authority has left unspent an average of \$106 million in federal revenue annually between 2009 and 2013; and

WHEREAS, discrimination against tenant-based Housing Choice Voucher holders continues to be a serious hindrance to housing choice and racial and economic integration within the City of Chicago; and

WHEREAS, it is in the City's long term interest to preserve the existing public housing especially when the City's public dollars are being utilized; and

WHEREAS, it is in the City’s interest that the Chicago Housing Authority make its public housing and Housing Choice Vouchers available to individuals and families in need to the maximum extent possible; and

WHEREAS, Chicago Housing Authority seeks to convert 10,395 public housing units (nearly half of Chicago’s remaining public housing) under an experimental HUD Demonstration program called Rental Assistance Demonstration (RAD); and

WHEREAS, conversions under Rental Assistance Demonstration threaten Chicago's remaining public housing assets with the possibility of privatization, now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO, AS FOLLOWS:

SECTION ONE: RECITALS. The foregoing recitals are incorporated herein as the findings of the City Council.

SECTION TWO: A new Chapter of the Municipal Code of Chicago is hereby created as follows:

Chapter _____ . The City of Chicago Keeping the Promise Ordinance.

1 Title.

This Chapter _____, Sections _____ through _____ shall be entitled and referred to as the “The City of Chicago Keeping the Promise Ordinance”.

1.1 Purpose and Intent.

The purpose and legislative intent of this Chapter is to strengthen City Council oversight of the Chicago Housing Authority (CHA) in order to maximize the impact of the public resources under the CHA’s stewardship. In addition, this Chapter seeks to promote the public health, safety, and welfare of the City by ensuring that the City’s public dollars are only allocated to the redevelopment, rehabilitation, demolition, disposition, conversion, or new construction of public housing developments in Chicago if all existing public housing units are replaced on a one-for-one basis. This action will help meet the City’s goal of reducing homelessness and preserving a critical supply of deeply subsidized public housing within the City of Chicago.

1.2 Applicability.

The provisions of this Chapter shall apply to any owner of a public housing project in the City of Chicago who proposes the redevelopment, rehabilitation, demolition, disposition, conversion, or new construction of all or a substantial part of a public housing development.

1.3 Definitions.

For the purpose of administering this Chapter:

“Chicago Housing Authority” means an Illinois municipal corporation, created and existing under the Housing Authorities Act, 310 Ill. Comp. Stat. 10/1 *et seq.* CHA is a Public Housing Agency within the meaning of 42 U.S.C. § 1437 and administers federally subsidized and assisted housing as authorized by the United States Housing Act and implementing federal regulations.

“City public dollars” means any financing appropriated or approved by the City of Chicago for the rehabilitation, demolition, disposition, conversion, redevelopment, or new construction of a public housing, including but not limited to bond financing, LIHTC grants, CDBG, HOME, TIF, and revolving loan funds.

“Community areas” are geographic areas which are designated pursuant to Chapter 1-14 of the Municipal Code of Chicago.

“Community Benefits Agreement” means contracts executed between community-based organizations governed and operated by competent residents within the affected area and one or more entities developing or holding title to a parcel of land, or financing a redevelopment initiative.

“Commissioner” means the Commissioner of the Chicago Department of Planning and Development or its successor agency or any successor agency.

“Conversion” or “convert” means, unless otherwise indicated, the act of changing or substantially altering the operation and affordability of all or a part of a federally-assisted housing development, including by disposition, sale, conversion, demolition, conversion of assistance through Rental Assistance Demonstration, or other actions.

“Covered project” means public housing as defined below.

“Covered unit” means an apartment or housing unit where public housing subsidy is attached to the unit.

“Current household” means a lawful household, including each member of the household that occupies a public housing unit in a covered project prior to a conversion under RAD.

“Department of Planning and Development or its successor agency” means, unless otherwise indicated, the Chicago Department of Planning and Development or its successor agency or any successor agency.

“Developer” means any person who develops housing units, but does not include a lender or any governmental entity.

“Housing Choice Voucher” means subsidized housing assistance as defined in the United States Housing Act of 1937, as amended (42 U.S.C. § 1437) and regulated by 24 CFR 982.

“Housing Choice Voucher Funding Utilization” means the percent of federal funding spent on the Chicago Housing Authority’s voucher program out of the total federal appropriation granted to the CHA for Housing Choice Vouchers annually.

“Land swap” means the disposition of vacant land with the City of Chicago in exchange for comparable or greater acreage and/or value of land for CHA development of mixed income residential housing, commercial, or other uses.

“Low, very low, and extremely low-income” means those families whose incomes are between 0 and 80 percent of the median income for the Chicago region, as determined by the Secretary of the United States Department of Housing and Urban Development, with adjustments for smaller and larger families.

“One-for-one basis” means replacement of any public housing unit lost due to conversion, rehabilitation, redevelopment, new construction, demolition, or disposition, with a comparable public housing unit or a project-based voucher unit for the maximum term allowable under each federal housing program as prescribed by HUD.

“Owner” means any person who alone, jointly or severally with others:

- a) Shall have legal title to any premises or dwelling units, with or without accompanying actual possession thereof; or
- b) Shall have charge, care or control of any premises, dwelling or dwelling unit as owner or agent of the owner;
- c) “Owner” includes the owner, his agent for the purpose of managing, controlling or collecting rents, any other person managing or controlling a building or premises or any part thereof and any person entitled to the control or direction of the management or disposition of a building or of any part thereof.

“Public housing” means housing as defined in the United States Housing Act of 1937, as amended (42 U.S.C. § 1437) and its regulatory and administrative authority.

“Rental Assistance Demonstration” (“RAD”) means the program designed to preserve and improve public housing and certain other multifamily housing through the voluntary conversion of properties with assistance under section 9 of the United States Housing Act of 1937, or the moderate rehabilitation program under section 8(e)(2) of the Act into project-based vouchers or project-based rental assistance.

“Replacement housing” means public housing units, or project-based vouchers. It does not mean tenant-based Housing Choice Vouchers.

“Section 3 hire” means any person hired according to programs described in Section 3 of the Housing and Urban Development (HUD) Act of 1968.

1.4 Quarterly Reporting By The Chicago Housing Authority.

To ensure that there is a sufficient supply of available decent, safe, and affordable housing across all neighborhoods of the City of Chicago and that available public resources are being used to the fullest extent, the Chicago Housing Authority will present and publish a quarterly report to the City of Chicago Committee on Housing and Real Estate on:

- (1) accumulated unspent revenue, both restricted and unrestricted.
- (2) its progress and plans for building replacement public housing units.
- (3) its progress and plans for meeting CHA’s obligation to rebuild family public housing units of equivalent bedroom sizes to the units demolished under the Plan for Transformation.
- (4) its progress and plans for ensuring equitable and proportional access to CHA programs for low-income individuals across all city communities and constituencies.
- (5) the number of households with an outstanding right to return to each CHA community, and an update regarding the status of all original right to return households.
- (6) Housing Choice Voucher Funding utilization rate, with a breakdown on what funds appropriated through the HCV line item are being used directly to issue housing choice vouchers and which funds are being re-purposed to create project-based vouchers, property rental assistance contracts, or other uses. the number of vacant and offline public housing units by ward, and length of time units have been vacant in a particular development.
- (7) average Housing Quality Standard (HQS) inspection scores by ward of all units assisted under the CHA’s voucher program and the average timeline for resolution of HQS violations or resident complaints, ward by ward.
- (8) the number and percent of voucher-holders living in Opportunity Communities,
- (9) the number of Section 3 jobs and contracting opportunities generated by CHA’s redevelopment projects and management contracts, whether these jobs are part-time or full-time, and whether they are temporary or permanent employment opportunities, with an emphasis on the creation of permanent employment opportunities. The CHA shall further report on how many of the section 3 jobs and contracting opportunities were in fact

taken by public housing residents versus other qualified section 3 business concerns.

1.5 One-For-One Replacement Requirement of Existing Units If City Funds Utilized

As a condition of receipt of the City's approval or appropriation of financing for the rehabilitation, demolition, disposition, conversion, redevelopment, or new construction of all or part of development containing public housing, the owner shall replace all covered units at the time of enactment of this Ordinance that are demolished, disposed of, or converted to a use other than housing for low, very low, and extremely low income tenants.

- (1) Not less than 20% of such replacement units shall be located in Communities of Opportunity.
- (2) Such replacement units shall have the same number of bedrooms as the units being replaced, except to the extent necessary to convert studio units to one-bedroom units.
- (3) Replacement units shall remain public housing or project-based vouchers for the maximum allowable term under federal law subject to continued federal funding at commercially viable levels.
Subject to lease compliance requirements, replacement units shall be first offered as replacement housing to the residents displaced from the housing units that were demolished, lost, or otherwise converted to a use other than housing for low, very low, and extremely low income tenants.
- (4) This Section 1.5 shall not apply where any redevelopment, rehabilitation, demolition, disposition, conversion or new construction would result in less than 5% of the public housing units being lost or to meet the requirements of Section 504 of the Rehabilitation Act of 1974.

1.6 Approval of Planned Development Applications for vacant CHA land contingent on Assisted Housing Replacement Plan and Community Benefits Agreement

Prior to the approval of a Planned Development application for any parcel of land owned by the CHA at the time of enactment of this Ordinance, and prior to participation in any land swap of City-owned land for CHA land:

- A. The Chicago Housing Authority shall present an Assisted Housing Replacement Plan to the Department of Planning and Development which:

- (1) Specifies how and where the CHA will replace the number of public housing units promised by the CHA at the time of demolition or conversion, with equivalent or larger bedroom sizes as the housing that was demolished, disposed of, or converted to another use.
 - (2) Identifies sources of available subsidy and financing that are sufficient to produce and operate the Replacement Units at the same level of Affordability as the original assisted units which are being replaced.
 - (3) Demonstrates that the replacement housing will remain public housing or project-based vouchers for the maximum allowable term under federal law subject to continued federal funding at commercially viable levels.
 - (4) Demonstrates how replacement housing construction will be initiated within eighteen (18) months and completed within 60 months of the date on which Planned Development Application is approved or land swap commences.
- B. Should the proposed development include commercial facilities greater than 5,000 square feet, the Chicago Housing Authority shall present a Community Benefits Agreement to the Department of Planning and Development that has been approved by the prospective developer specifying the number of permanent and temporary jobs to be created by the construction and on-going operation of any commercial facility proposed for construction on CHA-owned land. The Community Benefits Agreement shall be published and made available for public comment for no less than 30 days prior to presentation to the Department. In no case shall less than 30% of the temporary and permanent jobs created by the facility be set-aside for current public housing residents or other section 3 hires.

1.7 Off-Site Option

The Department of Planning and Development may allow an owner or developer of a covered project to comply with the requirements of Section 1.5 and 1.6 by constructing replacement housing units on a site within the City of Chicago other than that on which the covered project is located, subject to the following conditions:

- (1) The owner has surveyed current public housing residents and any household with a right to return to replacement housing units of the covered project to determine how many of the public housing residents and households with a right to return:
 - (a) Wish to return to replacement housing constructed on-site
 - (b) Wish to return to replacement housing constructed within 2 miles of the site on which the covered project is located
 - (c) Wish to relocate to a community area within the City of Chicago with less than 20% poverty;

- (2) Where the property is only partially occupied, votes of current public housing residents and households with a Right of Return to the development shall be weighted proportionately to provide recommendations for the siting of vacant units where no survey respondent is available at the development.
- (3) The survey results have been published electronically, with notification in print.
- (4) The CHA and the Gautreaux Plaintiffs have acknowledged the survey results and, to the extent they have objections, provided such objections in a written response, demonstrating how their proposed changes to the Assisted Housing Replacement Plan respond to public housing residents' stated wishes regarding the location of replacement housing.
- (5) Off-site units must be constructed within the City of Chicago.
- (6) The Department of Planning and Development has reviewed the proposal for off-site replacement housing and determined that off-site replacement units will be sited within a census tract not generally less desirable than the original site with regard to public utilities and public and commercial facilities, as well as crime and poverty rates.
- (7) All the provisions of Section 1.5 and 1.6 shall apply without exception to off-site replacement units under the provisions of this section.

1.8 Approval of Assisted Housing Replacement Plan

Any owner of a covered project, as a condition to receiving city funding or financing approval or approval of a Planned Development application must:

- A. Submit to the Department of Planning and Development an Assisted Housing Replacement Plan which
 - (1) Specifies the number of units to be demolished, disposed of, or converted,
 - (2) Identifies specific Replacement Units for each unit proposed to be demolished, disposed of, or converted; or in the case of demolition that took place historically, specifies the number of Replacement Units CHA historically committed to replace at the time CHA approved the demolition of the units,
 - (3) Sets a timetable for Demolition, Disposition, or Conversion, and the completion of Replacement Units in compliance with Sections 1.5-1.6.

- B. Identify sources of available subsidy and financing that are sufficient to produce and operate the Replacement Units and ensure that all displaced households be given the option of being housed in the Replacement Units;
- C. Provide other relevant information as required by the Commissioner.

The Commissioner shall not approve an Assisted Housing Replacement Plan unless it is in compliance with this Ordinance.

In turn, the Committee on Housing and Real Estate shall not approve any city funding or financing, or any Planned Development Application until such time as an Assisted Housing Replacement Plan has been approved by the Commissioner.

Changes to an approved Assisted Housing Replacement Plan shall be required to undergo the same review, and be subject to the same requirements, as original approval of that plan.

The Commissioner shall publish notice in a newspaper of general circulation in the City of Chicago a notice of intent to approve an Assisted Housing Replacement Plan sixty (60) days before approving such a plan and submitting it to the Committee on Housing and Real Estate.

1.9 Review of Proposal for Phasing

Proposals for projects to be constructed in phases shall be reviewed by the Department of Planning and Development under the criteria set out in Sections 1.5-1.6. A schedule setting forth the phasing of the total number of units in a covered project, along with a schedule setting forth the proportional phasing of the required replacement housing units, shall be presented to the Commissioner for review and approval as part of the funding and/or Planned Development Application approval process, for any development subject to the provisions of this article. If phasing is not included as part of the review process, no phasing of the replacement housing units shall be allowed.

If a covered project is approved to be constructed in phases, the requirements of Sections 1.5-1.7 shall be applicable to each such phase.

Replacement housing units shall be made available for occupancy on approximately the same schedule and in a proportional manner to any market rate units in the covered project except that certificates of occupancy for the last ten percent (10%) of the market units shall be withheld until certificates of occupancy have been issued for all of the replacement housing units required.

With respect to covered projects to be constructed in phases, certificates of occupancy may be issued on a phased basis consistent with the conditions of approval set forth previously in this Section.

2.0 City Funds suspended until Housing Choice Voucher Funding Utilization Goals Met.

As a condition of the receipt of the City's public dollars for CHA revitalization projects, the CHA will actively work to address the under utilization of its Housing Choice Voucher revenue. The CHA shall increase the proportion of Housing Choice Voucher Revenue used on its Housing Choice Voucher program, inclusive of administrative costs, mobility counseling, and other social service programs for voucher holders, until such time as the CHA can report to the City a voucher funding utilization rate in excess of 96%.

CHA will make additional Housing Choice Vouchers available annually to reach an 83% voucher funding utilization rate in the first year after passage of this Ordinance; 90% voucher funding utilization rate in the second year after passage; and 97% voucher funding utilization rate in the third year after passage. CHA's failure to make additional Housing Choice Vouchers available to meet these utilization benchmarks will result in immediate suspension of new City funding awards to CHA projects.

2.1 City Funds suspended unless Chicago Housing Authority increases its commitment to Mobility Counseling for Housing Choice Voucher Holders

As a condition of the receipt of the City's public dollars for CHA revitalization projects, and as part of achieving the voucher funding utilization goal laid out in Section 2.0, the CHA will increase its financial commitment to mobility counseling and other social services to expand the access of voucher holders to Communities of Opportunity and to enable households with disabilities to live in the least restrictive settings possible.

The CHA's failure to increase funding for mobility counseling by ___% / (\$___)¹ will result in immediate suspension of new City funding awards to CHA projects.

2.2 Enforcement of Housing Quality Standards and Housing Assistance Payment Contract in the Housing Choice Voucher Program

- A. Creation of a Citywide Task Force on Improving Housing Quality in the CHA's voucher program

¹ Amount left intentionally blank: We seek to develop the suggested figure for increasing mobility counseling resources in partnership with the Chicago Housing Authority and other stakeholders.

- (1) The City shall direct CHA to convene a citywide task force made up of competent CHA staff members from the Voucher Division, Housing Choice Voucher holders designated by the HCV Participant Council, and representatives from the City of Chicago Department of Buildings to improve housing quality in the CHA's Housing Choice Voucher program. This task force will encourage the revitalization of properties receiving assistance from the housing choice voucher program.
- (2) The CHA shall designate representatives from the Housing Choice Voucher division to serve on this Task Force and work in active collaboration with other public and private agencies to ensure CHA's voucher program provides high quality housing across all of Chicago's communities to low-income families.
- (3) The Task Force shall develop and implement initiatives to strengthen housing quality and promote reinvestment and revitalization of properties assisted with housing choice voucher funding.
- (4) The Task Force shall further develop annual benchmarks by which to evaluate CHA's progress improving the quality of housing provided through the CHA's voucher program and CHA's own internal management of the voucher program

B. City Funds suspended unless Chicago Housing Authority progressively improves housing quality for housing choice voucher holders

- (1) As a condition of the receipt of the City's public dollars for CHA revitalization projects, the CHA shall meet the benchmarks for improving the voucher program laid out by the Task Force established in 2.2(A).
- (2) The CHA's failure to meet the annual benchmarks established by the Task Force will result in the immediate suspension of new City funding awards to CHA revitalization projects.

2.3 Rental Assistance Demonstration (RAD)

- A. Application.** This Section 2.3 applies to the CHA and any owner of a covered project converted from traditional public housing under HUD's experimental "Rental Assistance Demonstration" (RAD)
- B. Preservation of public interest.** In order to ensure sufficient public interest in, and oversight of, public housing, the CHA and any owner of a covered project converted from public housing under RAD must comply with the following requirements:
- (1) Public ownership or control. The CHA may not transfer ownership or control of any covered project unless, after any conversion, the owner of the covered project remains:
 - a) the CHA itself;

- b) a public or non-profit entity that is a wholly-owned or wholly-controlled subsidiary of the CHA; or
- c) a for-profit tax credit entity pursuant to Subparagraphs 2 and 3.

“wholly-controlled” for purposes of this paragraph means that the CHA has established the entity, and has the power to appoint the board of the directors or is the sole member of the entity.

- (2) For-profit ownership. The CHA shall not transfer ownership or control of any covered project to a for-profit entity unless
 - a) the CHA retains fee ownership in the land and leases the real estate to a tax credit entity pursuant to a long-term ground lease, or is the sole general partner or managing member of the entity; and
 - b) the CHA and the for-profit entity execute a control agreement to which the residents of the covered property are expressly granted third-party beneficiary rights, whereby the CHA retains exclusive control over maintaining and administering the waiting list for the covered project, a the CHA and for-profit entity assent and agree to compliance with the CHA’s HCV Administrative Plan as it pertains to covered projects converted through RAD.
- (3) Approval of For-Profit Conversion Plan. Prior to transferring any ownership or controlling interest in any development or parcel of land under RAD to a for-profit entity, the CHA shall present a For-Profit Conversion Plan and application to the Department of Planning and Development which:
 - a) Includes a physical needs assessment;
 - b) Demonstrates that the physical deficiencies of the property outstrip the CHA's financial capacity resources to provide for the long-term capital needs of the development without transferring ownership or control to a for-profit entity;
 - c) Demonstrates that transfer to a for-profit will leverage sufficient private capital to address the property's long-term physical and capital needs; and
 - d) Demonstrates how the CHA will comply with Subsection (B)(2).

The Commissioner shall publish a notice in a newspaper of general circulation in the City of Chicago a notice of intent to approve a For-Profit Conversion Plan at least ninety (90) days before submitting it to the Committee on Housing and Real Estate, which shall finally approve any plan prior to the CHA’s transfer of any ownership or interest to a for profit entity pursuant to this Subsection.

Documentation evidencing the CHA and any owner’s compliance with this Subsection must be made available by the CHA to the public including any resident of the covered project.

- (4) Public participation and oversight. An owner must substantially comply with the terms of Sections 2, 2.01, 2.02, 2.03, 2.05, 2a, and 7 of the Illinois Open Meetings Act, 5 ILCS 120/1 *et. seq.*, as if it were a “public body” as defined by that Act; and the CHA shall additionally make reasonable efforts to substantially comply with those sections requiring website publication of notice of the owner’s meetings.
- C. Right to return. Unless a current household’s tenancy was lawfully terminated other than in connection with a conversion under RAD, CHA and any owner must provide all current households with the right and highest priority to remain at or return to the covered project after a conversion under RAD.
- D. Rescreening prohibited. Neither the CHA nor any owner shall rescreen a current household of a covered project for eligibility for initial occupancy after a conversion.
- E. Tenant participation. Following any RAD conversion, the CHA and any owner must provide residents with the right to establish and operate a tenant council for the purpose of addressing issues related to their living environment, which includes the terms and conditions of their tenancy as well as activities related to housing and community development. The CHA and any owner must allow residents and resident organizers to conduct activities related to the establishment or operation of a tenant council. As long as proper procedures are followed, the CHA and any owner shall officially recognize the duly elected resident council and support its tenant participation activities. The CHA shall maintain previous practices related to elections, use of CHA’s premises, funding levels, and stipends required by HUD for resident councils of traditional public housing or as specified in any Memorandum of Accord or funding agreement executed by the CHA with the Central Advisory Council.
- F. Grievance procedures. The CHA and any owner must establish and maintain administrative grievance procedures that provide residents of covered property with the right to seek redress regarding any dispute with respect to the CHA’s and/or owner’s action or failure to act in accordance with the resident’s lease or lease addendum, the CHA’s Relocation Rights Contract, RAD requirements, and/or CHA policy implementation or procedures that adversely affect the individual resident’s rights, duties, welfare, or status; including but not limited to any dispute regarding termination or alleged noncompliance with the resident’s lease. Such policies must minimally include requirements of reasonable notice to the resident of the residents’ grievance rights, the opportunity for an informal review, and the opportunity for a formal hearing before an impartial hearing officer to be conducted by the City of Chicago’s Department of Administrative Hearings (DOAH). A final decision of the DOAH hearing officer in favor of the resident shall be binding upon the CHA and owner, but a final decision by DOAH in favor of CHA or the owner shall not constitute a waiver nor otherwise affect the rights of a resident to pursue a trial *de novo* or judicial review.

2.4 Relationship to Provisions of the Chicago Municipal Code.

Nothing in this ordinance shall be construed as creating an exception to compliance with Title 13 (Building and Construction), of the Chicago Municipal Code or preventing City departments from ordering that a building be vacated as set forth in Chapters 13-8 or 13-12 of the Chicago Municipal Code.

2.5 Enforcement.

- A. The provisions of this Chapter shall apply to all owners, agents, successors and assignees of a public housing development.
- B. The City shall recapture the total amount of City dollars allocated to the project from any person, firm, or entity, whether as principal, agent, employee or otherwise, who violates, disobeys, omits, neglects, or refuses to comply with or resists the enforcement of any of the provisions of this Chapter. The City will also ban any person, firm, or entity, whether as principal, agent, employee or otherwise, who violates, disobeys, omits, neglects, or refuses to comply with or resists the enforcement of any of the provisions of this Chapter from receiving future City dollars for the next 10 years.
- C. A person who been injured by a violation of this Chapter, may institute an injunction, mandamus, or any other appropriate legal actions or proceedings for the enforcement of this Chapter. In addition, any resident of a public housing development who brings legal action pursuant to this act and who is adjudged to be a prevailing party is entitled to attorney's fees and court costs.
- D. If the City initiates or joins any enforcement action against an owner who violates or resists enforcement of Section 2.3 of this Chapter, the owner shall be fined not less than \$100.00 nor more than \$500.00 for each offense upon which a finding of liability is entered. Each day a violation continues shall constitute a separate offense.
- E. This ordinance shall be in full force and effect 60 days after its passage by the City Council and proper publication.

2.5 Conflict with State or Federal Laws.

This Chapter shall be construed so as not to conflict with applicable federal or state laws, rules, or regulations. Nothing in this Chapter shall authorize any City agency to impose

any duties or obligations in conflict with limitations on municipal authority established by state or federal laws.

Joe Moreno

Proco Joe Moreno
Alderman, 1st Ward

Anaya Parra 47

Walter S. 27th

Proclde Suarez

Pat Guller 16

Scotty Gussner

Ronald A S (6)

Robert Goldmont (26)

[Signature] 45

[Signature] 22

Leslie Jackson

[Signature] 46

Wally [Signature] (31st)

Carlton Ramirez (35)

Daniel Soli 25

[Signature] 21

[Signature] 44

[Signature] 48

[Signature] 36th

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

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

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

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

Submit your request to the office of the Property Supervisor.

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

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

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

DEFINITIONS

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

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

A. Rights to a Grievance Hearing

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

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

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

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

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

B. Rent or Other Charges Owing

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

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

C. Requesting a Hearing

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

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

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

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

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

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

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

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

D. Procedures Governing the Hearing

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

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

E. Consideration of Circumstances

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

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

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

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

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

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

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

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

F. Decision of the Hearing Officer

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

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

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

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

G. Unresolved Grievances or Additional Appeals

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

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

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

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

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

H. Right to Go to Court

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

I. Notice of Eviction

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

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

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

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

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

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

J. Incorporated into Tenant Lease and SFHA Administrative Plan

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

K. Language Access

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

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

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

1. Interpreters

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

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

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

2. Translation

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

L. Service of Notices

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

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

OWNER: NAME OF LEGAL OWNER, Legal Owner

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

By: _____
Printed Name *Signature*

Title: _____ Date: _____

RESIDENT:

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

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

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

[INTENTIONALLY LEFT BLANK]

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

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

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

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

[INTENTIONALLY LEFT BLANK]

[INSERT OWNER'S TENANT LEASE HERE]

[INTENTIONALLY LEFT BLANK]

Tenancy Addendum Section 8 Project-based Voucher Program

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

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

Instructions for use of Tenancy Addendum

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

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

The tenancy addendum has two parts:

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

See section by section instructions.

Part B: Tenancy addendum.

How to fill in Part A

Section by Section Instructions.

Section 2: **Tenant**

Enter full name of tenant.

Section 3. **Contract Unit**

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

Section 4. **Household Members**

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

Section 5. **Initial Lease Term**

Enter first date and last date of initial lease term.

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

Section 6. **Initial Rent to Owner**

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

Section 7. **Initial Tenant Rent.**

Enter the initial monthly amount of tenant rent.

Section 8. **Housing Assistance Payment**

Enter the initial amount of the monthly housing assistance payment.

Section 9. **Utilities and Appliances**

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

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

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

Part A of the Tenancy Addendum

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

1. Contents of Tenancy Addendum

This Tenancy Addendum has two parts:

Part A: Tenancy Addendum Information

Part B: Tenancy Addendum

2. Tenant

3. Contract Unit

4. Household

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

5. Initial Lease Term

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

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

6. Initial Rent to Owner

The initial rent to owner is: \$ _____

7. Initial Tenant Rent

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

8. Initial Housing Assistance Payment

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

9. Utilities and Appliances

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

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

Signatures:

Owner

Print or Type Name of Owner

Signature

Print or Type Name and Title of Signatory

Date

Tenant

Print or Type Name of Family Representative

Signature

Print or Type Name of Family Representative

Signature

Date

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

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

Part B: Tenancy Addendum

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

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

PHA in accordance with HUD requirements, or

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

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

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

7. Maintenance, Utilities, and Other Services

a. Maintenance

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

b. Utilities and Appliances

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

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

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

8. Termination of Tenancy by Owner

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

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

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

c. Criminal Activity or Alcohol Abuse

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

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

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

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

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

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

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

- (b) Violating a condition of probation or parole under Federal or State law.

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

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

d. Other Good Cause for Termination of Tenancy

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

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

- (a) Disturbance of neighbors,

- (b) Destruction of property, or

- (c) Living or housekeeping habits that cause damage to the unit or premises.

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

e. Lease Expiration

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

f. **Protections for Victims of Abuse**

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

the tenant is not evicted or terminated from assistance.

- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

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

h. **Owner Notice of Grounds**

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

9. **PHA Termination of Assistance**

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

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

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

11. **Family Right to Move**

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

12. **Security Deposit**

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

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

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

13. **Prohibition of Discrimination**

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

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

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

15. **Changes in Lease and Rent**

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

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

16. **Written Notices**

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

17. **Definitions**

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

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 project-based voucher program.

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

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

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

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PBV Lease Rider

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

_____ (the “premises”)

1. Lease Termination.

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

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

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

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

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

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

2. Grievance Process.

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

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

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

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

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

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

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

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

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

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

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

OWNER: NAME OF LEGAL OWNER, Legal Owner

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

By: _____
Printed Name *Signature*

Title: _____ Date: _____

RESIDENT:

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

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

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

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

DESIGNATED UNIT: _____

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

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

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

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

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

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

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

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

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

OWNER: NAME OF LEGAL OWNER, Legal Owner

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

By: _____
Printed Name Signature

Title: _____ Date: _____

RESIDENT:

Signature: _____ Date: _____

Head of Household: ***PRINTED NAME***

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

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

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RESIDENT NOTIFICATION LETTER

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

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

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

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

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

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

Sincerely,

Property Representative Name (print)

(Property Name)

Date

Encl:

(1) Lease Rider

(2) Notice - Good Cause Eviction Protection

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

Property Name: _____ Unit # _____
Household Name: _____

Dear Resident or Applicant:

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

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

Lease Rider: Good Cause for Eviction

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

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

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

Property Representative Name (print)	(signature)	Date

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

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

NOTICE – GOOD CAUSE EVICTION PROTECTION

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

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

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

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

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

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

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

What procedures must the landlord follow to evict me?

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

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

Who should you contact if you have more questions?

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

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

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

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

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

Submit your request to the office of the Property Supervisor.

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

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

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

DEFINITIONS

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

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

A. Rights to a Grievance Hearing

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

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

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

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

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

B. Rent or Other Charges Owing

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

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

C. Requesting a Hearing

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

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

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

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

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

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

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

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

D. Procedures Governing the Hearing

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

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

E. Consideration of Circumstances

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

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

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

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

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

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

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

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

F. Decision of the Hearing Officer

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

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

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

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

G. Unresolved Grievances or Additional Appeals

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

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

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

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

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

H. Right to Go to Court

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

I. Notice of Eviction

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

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

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

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

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

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

J. Incorporated into Tenant Lease and SFHA Administrative Plan

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

K. Language Access

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

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

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

1. Interpreters

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

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

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

2. Translation

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

L. Service of Notices

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

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

OWNER: NAME OF LEGAL OWNER, Legal Owner

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

By: _____
Printed Name *Signature*

Title: _____ Date: _____

RESIDENT:

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

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

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

[INTENTIONALLY LEFT BLANK]



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



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

TABLE OF CONTENTS

SECTION 1 DEFINITIONS.....42
1.1 Defined Terms42
SECTION 2 RENT & SECURITY DEPOSIT43
2.1 Rent43
2.2 Rent Due Date44
2.3 Security Deposits.....44
SECTION 3 RESIDENT SAFETY & COMFORT.....44
3.1 Guest/Visitors.....44
3.1.1 Guest/Visitors Maximum Visit.....45
3.2 Noise.....45
3.3 Drug-Free Environment.....45
3.4 Harassment46
3.5 Keys and/or FOBs46
3.6 Lockouts47
3.7 Lot Keys, Keycards, FOBs.....47
3.8 Land Banking Provisions.....48
3.9 No Cash48
3.10 Tipping and Gifts to Staff.....49
3.11 Resident Businesses49
3.12 Pets & Accommodation Animals, General49
3.12.1 Pets Other Than Accommodation Animals at Family Buildings50
3.12.2 Pets Other Than Accommodation Animals at Senior and Disabled Buildings.....50
3.12.3 Pets and Accommodation Animals for Residents Who Occupied The Property as a Public Housing Tenants
Prior to RAD Conversion51
3.13 Unit Transfers.....51
3.14 Transfer to Other RAD Buildings52
3.15 Continuous Occupancy.....52
3.15.1 Notification Required for Designated Unit Absence52
3.16 Options for Persons with Disabilities53
3.17 Accessible and Adaptable Unit or Parking Space54
3.18 Grievance Procedure.....54



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



3.19 Video Surveillance Policy.....55
SECTION 4 CARE & USE OF UNIT.....55
4.1 General Care of Units55
4.2 Unit Inspections.....55
4.3 Maintenance/Repair Reporting Responsibilities & Work Order Requests56
4.4 Maintenance Hours.....56
4.5 Smoke Detection and Carbon Monoxide Detection Devices57
4.6 Fire Hazards.....57
4.7 Personal Telephone and Cable, and Satellite Utilities.....57
4.8 Appliances58
4.8.1 Stoves, Fan Hoods, and Refrigerators58
4.8.2 Dishwashers, Washing Machines, and Dryers.....58
4.9 Kitchen Sinks59
4.10 Plumbing59
4.11 Energy Conservation59
4.12 Drawers and Countertops59
4.13 Water-Filled Beds or Accessories59
4.14 Windows.....60
4.15 Window Coverings/Blinds60
4.16 Screens60
4.17 Common Area60
4.18 Outdoor Spaces and60
4.19 Barbecues.....61
4.20 Alterations.....62
4.21 Signs and Outside Decorations.....62
4.22 Renters Insurance Recommended62
4.23 Personal Belongings63
SECTION 5 COMMUNITY SAFETY & CARE63
5.1 Community Room63
5.2 Outdoor Park Usage (if applicable)63
5.3 Loitering64
5.4 Soliciting64
5.5 Alcohol.....64
5.6 Smoking.....64
5.7 Parking.....64
5.8 Automatic Parking Gates.....65
5.9 Pedestrian/Walk thru Gates.....65



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



5.10 Laundry.....65
5.11 Shopping Carts66
5.12 Garbage, Recycling, and Composting66
5.12.1 Garbage.....66
5.12.2 Recycling66
5.12.3 Composting Green Waste66
5.13 Pest Control.....66
5.14 Bed Bugs.....67
5.15 Mold Notification and Management Response67
SECTION 6 AMENDING HOUSE RULES68
Notice of Right Reasonable Accommodation/Modification72
Reasonable Accommodation/Modification Request Form75
Smoke/Carbon Monoxide Detector Addendum76
Satellite Dish Rules for Installation and Maintenance79
Smoking Policy Addendum82
RAD Bed Bug Addendum86
Tenant’s Bed Bug Control Guidelines Pamphlet90
Megan’s Law, Proposition 65, Asbestos Disclosure, Lead-Based Paint Disclosure92
Protect Your Family from Lead in Your Home Pamphlet96
RAD Emergency Contact Information98
Certificate of Domestic Violence, Dating Violence, Sexual Assault or Stalking (HUD form 50066)100
Certificate of Domestic Violence, Dating, or Stalking (HUD form 91066).....103
Pet Rules and Pet Agreement106
Accessible – Barrier Free Unit Lease Rider110
Form of Community Room Reservation111
RAD Parking Agreement114
How is Your Rent Determined117

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

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

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

SECTION 1 DEFINITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“SFHA” shall mean the San Francisco Housing Authority.

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

SECTION 2 RENT & SECURITY DEPOSIT.

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

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

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

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

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

SECTION 3 RESIDENT SAFETY & COMFORT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If locked out, Resident should contact:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.12.1 Pets Other Than Accommodation Animals at Family Buildings

- Management check box if Property is a Family Building.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4 CARE & USE OF UNIT.

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

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

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

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

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

4.3 Maintenance/Repair Reporting Responsibilities & Work Order Requests.

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

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

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

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

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

by phone at (____)____-____.

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

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

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

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

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

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

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

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

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

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

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

If you have a stove top fire:

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

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

unless Residents have received prior written approval by Management.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Outdoor furniture in good condition is permitted.

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

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

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

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

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

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

-

-
-
-
-

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

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

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

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

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

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

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

SECTION 5 COMMUNITY SAFETY & CARE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6 AMENDING HOUSE RULES.

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

Pre-Committee Review Meeting with Residents:

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

Resident-Initiated changes:

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

Oversight by Review Committee:

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

Post-Committee Review Tenant Comment Period:

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

Provisions if Review Committee Sunsets

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

Receipt of Agreement.

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

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

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

[language of translation]

Printed Name of Interpreter

Signature of Interpreter

Date

OWNER: NAME OF LEGAL OWNER, Legal Owner

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

By: _____
Printed Name

Signature

Title: _____

Date: _____

RESIDENT:

Signature: _____

Date: _____

Head of Household: **PRINTED NAME**

Signature: _____

Date: _____

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

Signature: _____

Date: _____

Other Adult: **PRINTED NAME**

Signature: _____

Date: _____

Other Adult: **PRINTED NAME**

Signature: _____

Date: _____

Other Adult: **PRINTED NAME**

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

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

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

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

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

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

RAD
Notice of Right to Reasonable Accommodation/Modification

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

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

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

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

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

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

Your Request

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

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

Our Response

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

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

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

Confidentiality

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

Resident Acknowledgement

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

RESIDENT:

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

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

Management Acknowledgement of receipt of Request

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

By: _____
Printed Name *Signature*

Title: _____ Date: _____

RAD

Reasonable Accommodation/Modification Request Form

Resident Request for Reasonable Accommodation

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

Name: _____

Date: _____

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

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

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

_____ Addition of grab bars for bath/shower.

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

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

_____ Other (Please explain): _____

Verification of Need:

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

Providing the Accommodation:

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

<NAME OF PROPERTY>

ATTN: <PERSON TO WHOM APPEAL SHOULD BE SENT>

<ADDRESS OF WHERE APPEALS SHOULD BE SENT>

San Francisco, CA 941XX

RAD
Smoke/Carbon Monoxide Detector Addendum

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

Management will

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

It is recommended that Residents

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

Residents will:

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

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

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

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

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

RESIDENT:

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

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

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

Management Acknowledgement of receipt of Request

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

By: _____
Printed Name *Signature*

Title: _____ Date: _____

RAD
Form of
Satellite Dish Rules for Installation and Maintenance

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

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

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

RESIDENT:

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

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

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

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

Signature: _____ Date: _____

Other Adult: _____
PRINTED NAME

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Other Adult: _____
PRINTED NAME

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

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

Management Acknowledgement of receipt of Request

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

By: _____
Printed Name Signature

Title: _____ Date: _____

RAD
Smoking Policy Addendum

GOAL OF ADDENDUM

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

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

DEFINITION

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

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

SMOKING IS NOT ALLOWED:

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

SMOKING IS ALLOWED:

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

To comply with the policy, Management will:

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

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

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

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

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

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

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

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

RESIDENT:

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

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

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

Management Acknowledgement of receipt of Request

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

By: _____
Printed Name *Signature*

Title: _____ Date: _____

RAD BED BUG ADDENDUM

NAME PROPERTY HERE

RESIDENT REQUIRED REPORTING

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

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

RESIDENT OBLIGATIONS

Resident agrees to the following requirements:

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

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

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

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

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

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

RESIDENT:

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

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

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

Management Acknowledgement of receipt of Request

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

By: _____
Printed Name *Signature*

Title: _____ Date: _____

RAD

Tenant's Bed Bugs Control Guidelines

(Pamphlet)

[Document follows this cover page]

RAD

Megan's Law & Required Environmental Addendum

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

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

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

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

Asbestos Disclosure; Operation And Maintenance Program:

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

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

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

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

Lead-Based Paint Disclosure and Warning:

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

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

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

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

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

RESIDENT:

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

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

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

Signature: _____ Date: _____

Other Adult: _____ **PRINTED NAME** _____

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

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

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

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

Management Acknowledgement of receipt of Request

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

By: _____
Printed Name *Signature*

Title: _____ Date: _____

RAD

Protect Your Family from Lead in Your Home

(Pamphlet)

[Document follows this cover page]

RAD
Emergency Contact Information
Lease Attachment

To: Property Name

Resident Address: _____

Head of Resident Name _____

Instructions: Optional Contact Person or Organization: You have the right by law to include as part of your Lease for housing, the name, address, telephone, and other relevant information of a family member, friend, or social health, advocacy or other organization. This contact information is for the purpose of identifying a person or organization that may be able to help in resolving any issues that may arise during your tenancy or to assist in providing any special care or services you may require. **You may update, remove, or change the information you provide on this form at any time. Management will require you to update this form annually at your recertification. You are required to list at least one emergency contact.**

NAME: _____ PERMISSION TO ENTER UNIT? (Circle One) YES / NO		
ADDRESS: _____ CITY/STATE _____		ZIP CODE _____
RELATIONSHIP: _____ EMAIL ADDRESS: _____		
HOME PHONE: ()	WORK PHONE: ()	CELL PHONE: ()
Relationship to Resident: _____		
Please contact this person for the following issues: <input type="checkbox"/> ALL: Check all it the person listed above may be contacted for all items listed below.		
<input type="checkbox"/> Medical emergency process	<input type="checkbox"/> Assistance with income recertification	
<input type="checkbox"/> Unable to contact you	<input type="checkbox"/> Change in Lease terms	
<input type="checkbox"/> Termination of rental assistance	<input type="checkbox"/> Change in house rules	
<input type="checkbox"/> Eviction from unit	<input type="checkbox"/> Other: _____	
<input type="checkbox"/> Late payment of rent		
NAME: _____ PERMISSION TO ENTER UNIT? (Circle One) YES / NO		
ADDRESS: _____ CITY/STATE _____		ZIP CODE _____

RAD

**Certificate of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (HUD
form-50066)**

(This form may be used for cases of Elder Abuse, also)

[Document follows this cover page]

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING

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

OMB Approval No. 2502-0204
Exp. 03/31/2014

Purpose of Form: The Violence Against Women Reauthorization Act of 2013 (“VAWA”) protects qualified tenants, participants, and applicants, and affiliated individuals, who are victims of domestic violence, dating violence, sexual assault, or stalking from being denied housing assistance, evicted, or terminated from housing assistance based on acts of such violence against them.

Use of Form: This is an optional form. A PHA, owner or manager presented with a claim for continued or initial tenancy or assistance based on status as a victim of domestic violence, dating violence, sexual assault, or stalking (herein referred to as “Victim”) has the option to request that the victim document or provide written evidence to demonstrate that the violence occurred. The Victim has the option of either submitting this form or submitting third-party documentation, such as:

- (1) A record of a Federal, State, tribal, territorial, or local law enforcement agency (e.g. police), court, or administrative agency; or
- (2) Documentation signed by the Victim and signed by an employee, agent or volunteer of a victim service provider, an attorney, a medical professional, or a mental health professional from whom the Victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) that he or she believes that the incident of domestic violence, dating violence, sexual assault, or stalking is grounds for protection under 24 Code of Federal Regulations (CFR) § 5.2005 or 24 CFR § 5.2009.

If this form is used by the Victim, the Victim must complete and submit it within 14 business days of receiving it from the PHA, owner or manager. This form must be returned to the person and address specified in the written request for the certification. If the Victim does not complete and return this form (or provide third-party verification) by the 14th business day or by an extension of the date provided by the PHA, manager or owner, the Victim cannot be assured s/he will receive VAWA protections.

If the Victim submits this form or third-party documentation as listed above, the PHA, owner or manager cannot require any additional evidence from the Victim.

Confidentiality: All information provided to a PHA, owner or manager concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking relating to the Victim (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking) shall be kept confidential by the PHA, owner or manager, and such information shall not be entered into any shared database. Employees of the PHA, owner, or manager are not to have access to these details unless to afford or reject VAWA protections to the Victim; and may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) requested or consented to by the Victim in writing; (ii) required for use in an eviction proceeding; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING:

Date Written Request Received by Victim: _____

Name of Victim: _____

Names of Other Family Members Listed on the Lease: _____

Name of the Perpetrator*: _____

***Note:** The Victim is required to provide the name of the perpetrator only if the name of the perpetrator is safe to provide, and is known to the victim.

Perpetrator’s Relationship to Victim: _____

Date(s) the Incident(s) of Domestic Violence, Dating Violence, Sexual Assault, or Stalking Occurred: _____

Location of Incident(s): _____

Description of Incident(s) (This description may be used by the PHA, owner or manager for purposes of evicting the perpetrator. Please be as descriptive as possible.):

[INSERT TEXT LINES HERE]

I hereby certify that the information that I have provided is true and correct and I believe that, based on the information I have provided, that I am a victim of domestic violence, dating violence, sexual assault or stalking. I acknowledge that submission of false information is a basis for denial of admission, termination of assistance, or eviction.

Signature _____ Executed on (Date) _____

Public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. Information provided is to be used by PHAs and Section 8 owners or managers to request a tenant to certify that the individual is a victim of domestic violence, dating violence or stalking. The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

Certificate of Domestic Violence, Dating, or Stalking (HUD form-91066)

(This form may be used for cases of Elder Abuse, also)

[Document follows this cover page]

**CERTIFICATION OF DOMESTIC
VIOLENCE, DATING VIOLENCE
OR STALKING**

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

OMB Approval No. 2502-0204
Exp. 03/31/2014

Public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. Information provided is to be used by owners and management agents administering Section 8 project-based assistance under the United States Housing Act of 1937 (42 U.S.C. 1437) to request a tenant to certify that the individual is a victim of domestic violence, dating violence, or stalking. The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

Purpose of Form: The Violence Against Women and Justice Department Reauthorization Act of 2005 protects qualified tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking (collectively "domestic violence") from being evicted or terminated from housing assistance based on acts of such violence against them.

Use of Form: If you have been a victim of domestic violence, you or a family member on your behalf must complete and submit this certification form, or submit the information described below under "Alternate Documentation," which may be provided in lieu of the certification form, within 14 business days of receiving the written request for this certification form by the owner or management agent. The certification form or alternate documentation must be returned to the person and the address specified in the written request for the certification form. If the requested certification form or the information that may be provided in lieu of the certification form is not received by the 14th business day or any extension of the date provided by the owner or management agent, none of the protections afforded to victims of domestic violence under the Section 8 project-based assistance program will apply. Distribution or issuance of this form does not serve as a written request for certification.

Alternate Documentation: In lieu of this certification form (or in addition to it), the following documentation may be provided:

- (1) A federal, state, tribal, territorial, or local police or court record; or
- (2) Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney or medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident(s) in question are bona fide incidents of abuse, and the victim has signed or attested to the documentation.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE:

- 1. **Date written request is received from owner or management agent:** _____
- 2. **Name of victim:** _____
- 3. **Your name (if different):** _____
- 4. **Name(s) of other family members listed on the lease:** _____

- 5. **Name of the abuser:** _____
- 6. **Relationship of the abuser to the victim:** _____
- 7. **Date of incident:** _____
- 8. **Time of incident:** _____
- 9. **Location of incident:** _____

{Page two must be completed and attached to this form.}

RAD
Pet Rules and Pet Agreement

This **Pet Agreement** is incorporated in full into the existing Lease Agreement between <MANAGEMENT COMPANY NAME>, as Managing Agent for <PROPERTY NAME> (hereinafter referred to as “we”) and <RESIDENT NAME> (hereafter referred to as the “Resident” or “you”). The purpose of this Agreement is to authorize you to maintain a pet in your dwelling unit subject to certain conditions and restrictions. Pets are a serious responsibility and risk. If not properly controlled and cared for, pets can disturb the rights of others and cause costly damages for which you may be held liable.

DWELLING UNIT DESCRIPTION:

Unit No.: <UNIT #> Name of development: <PROPERTY NAME>
Address: <RESIDENT UNIT ADDRESS>

LEASE DESCRIPTION AND LISTING OF OCCUPANTS:

Date of Lease: <DATE OF LEASE>
Names of all persons occupying dwelling unit: _____

DESCRIPTION OF PET - Only the following described pet is authorized to be kept in your dwelling unit. No substitutions are allowed. No other pet or pets shall be permitted on the premises by you or your Guests, except for visiting Assistance/Service animals.

TYPE: _____ BREED: _____ COLOR: _____ WEIGHT: _____ AGE: _____
CITY LICENSE NO.: _____ ISSUED BY THE CITY OF: _____
DATE OF LAST RABIES SHOT: _____ NAME OF PET: _____
IS PET HOUSEBROKEN? _____ DOCUMENTATION OF NEUTERING: _____

EMERGENCY CARE - In case of emergency, your pet will be taken care of by:

Name: _____ Telephone #: _____ Email: _____

DEPOSIT (Reference HUD Handbook 4350.3, Ch.6, Section 6-24) - A refundable deposit of \$100 is required to be paid by those Residents who own or keep cats or dogs in their units. The initial deposit cannot exceed \$50 at the time the pet is brought onto the premises. The remaining required deposit will be paid in the amount of \$10 per month until the deposit of \$100 is reached. A Resident is allowed to pay the entire amount or increments that are greater than \$10 if they choose to do so. If the pet dies and is not replaced, deposit will be returned. Replacement pet does not require a new deposit. However, Management must meet the new pet.

CONDITIONS OF MANAGEMENT APPROVAL OF PETS - Management must meet all pets before the pet moves on-site. Aggressive animals of any kind will not be tolerated. Photo identification will be maintained in the file.

MULTIPLE RESIDENTS - Each Resident who signed the Lease shall sign the Pet Agreement if non-accommodation pet. You and your Guests shall abide by all Pet Rules. Each Resident of the unit shall be jointly and severally liable for damages and all other obligations set forth herein--even if such Resident does not own the pet.

MOVE-OUT - Prior to vacating the dwelling unit, you shall be responsible for cleaning, de-fleeing, and deodorizing the unit in order to protect future Residents from possible health hazards, regardless of how long your Pet has occupied the unit.

PET RULES - You are responsible for the actions of the pet at all times. You agree to abide by the following rules:

1. Pets will be vaccinated in accordance with state and local law.
2. Pets exceeding 25 pounds or any animal not permitted under state or local law or code are not permitted.
3. You will register the pet before bringing him/her onto the premises. You will update the registration annually.
4. We may refuse to register the pet if the pet Owner will be unable to comply with any of the provisions in this Agreement.
5. You agree that the pet will not disturb the rights, comforts, or conveniences of neighbors or other Residents. This applies whether the pet is inside or outside of your dwelling unit.
6. Pets must be trained. **All pets, other than dogs or cats**, must be caged at all times. No pet offspring are allowed. Dogs and cats must be neutered or spayed. Young animals must be spayed or neutered within six months.
7. The Pet shall not be tied to any fixed object outside a dwelling unit, including—without limitation—patio area, walkways, stairs, stairwells, or any other part of the development. The pet shall not be allowed to run free outside your dwelling unit on The Property.
8. You shall not permit your pet in laundry rooms, offices, lobby areas, club rooms, other recreational facilities, and other dwelling units, unless needed for assistance.
9. Your pet must be fed and watered inside the dwelling unit or other areas designated by Management, and pet food or water may not be left outside the dwelling unit at any time.
10. Your pet shall be kept on a leash and under supervision when allowed outside a dwelling unit, provided, however, that all pets shall be hand-held within corridors and other interior common areas.
11. Unless we have designated a particular area in a dwelling unit or on the grounds for the discharge of pet urine and feces, no pet shall be allowed to discharge anywhere on the development, including--without limitation--dwelling units, walkways, stairs, podium areas, stairwells, or other places, and all pets must be taken off the development property for such purpose. Cat discharge is permitted inside a dwelling unit, but it shall be done in commercial-type litter boxes with "kitty litter" type mix. If pet discharge occurs anywhere on the development property, you shall be responsible for the

immediate removal of waste and repair damage. In addition to the foregoing provisions hereof, you shall comply with all applicable local ordinances regarding pet discharge.

PET CARE AND ABUSE - We may terminate your authorization to keep such pet if you become incapable of caring for your Pet, or if such Pet is neglectfully cared for or abused.

CHANGES AND/OR ADDITIONS TO PET AGREEMENT - Any changes to this Pet Agreement will go through the formal amendment process described in the House Rules.

VIOLATION OF AGREEMENT - Complaints of rule violations must be made in writing and signed by the person complaining. Management and Residents alike may file such complaints. After three verified rule violations supported by objective facts in a calendar year, a Resident who does not correct the violations may be required to give up the pet or face eviction proceedings, subject to procedures stated in the Federal Register, Vol. 51, No. 230, Section 243.24 (copies available in the office).

COMPLAINTS ABOUT PET - You agree to immediately take appropriate action in the event that we receive complaints from neighbors or other Residents concerning your pet.

PRIOR UNDERSTANDING - You acknowledge that no other oral or written Agreement or understanding exists regarding this Pet Addendum.

ACCOMMODATION ANIMAL

*For Residents who lived at the property on or before November 1, 2015, and Management did not receive Accommodation Animal documents in the transfer of documents from SFHA to Management, Management shall meet the Accommodation Animal and together Management and Residents will complete Dwelling Unit Description, Lease Description and Listing of Occupants, Description of Pet, and Emergency Care sections of the Pet Rules and Agreement. **Only Dwelling Unit Description, Lease Description and Listing of Occupants, Description of Pet, Emergency Care, and Pet Rule sections) of the above Pet Rules and Pet Agreement (not including numbers 2 and 4 of the Pet Rule section) apply.***

THIS IS A BINDING LEGAL DOCUMENT. READ CAREFULLY BEFORE SIGNING.

By signing this statement below, I am acknowledging that I have read, understand and will abide by all of the terms and conditions stated in this Pet Agreement.

RESIDENT:

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

Signature: _____ Date: _____

Co-Head or Spouse: _____
PRINTED NAME

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

Management Acknowledgement of receipt of Request

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

By: _____
Printed Name *Signature*

Title: _____ Date: _____

RAD
Accessible – Barrier Free Unit Lease Rider

I, _____, do hereby acknowledge that I have rented a unit

located at _____, San Francisco, CA _____, an accessible/barrier-free unit, in the development known as,

(Property Name), effective _____, 20____.
(effective date of lease)

My household currently does/ does not (check one) require the accessibility features of a accessible/barrier-free unit. An accessible/barrier-free unit is defined as: a unit with a structural or architectural design that does not impede use by individuals with special physical needs.

I further acknowledge that if, in the future neither I nor any member(s) of my household require such accommodations provided by an accessible/barrier-free unit, and such accommodations are required by another Resident or applicant. I agree to transfer to an appropriate sized non-accessible/barrier-free unit in the above referenced development within 30 days of management requesting such a transfer in accordance with the provisions of the HUD Multifamily Occupancy Handbook, Chapter 7, Section 16, Sub-Section B, Part 1.b.

RESIDENT:

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

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

Management Acknowledgement of receipt of Request

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

By: _____
Printed Name *Signature*

Title: _____ Date: _____

RAD
Form of
Community Room Reservation

1. In reserving this Community Room, the following rules and regulations apply:
 - A. Resident must not have any current or pending legal actions, including actions for non-payment of rent, material non-compliance with the terms of the Lease, holdover actions, etc. to reserve private use of the Community Room.
 - B. An Adult (18 years old or older) member of the Resident's Household must be present during the entire event.

2. Cleaning and Security Deposit, prior the use of the Community Room.
 - A. \$50.00 Room and Cleaning Deposit. (Property Name) shall return this deposit to you after the party only under the conditions listed in Section 4 and 5. This deposit will be waived for recognized, legitimate tenant organizations that are using the room for tenant organization purposes.
 - B. Resident must reimburse The Property for any actual costs incurred for cleaning and/or damages. **These costs are payable by money order only. No cash will be accepted.**

3. Resident's Responsibilities
 - A. You are responsible for the Community Room and its contents from the time you take possession of the room until you return the Room to an Agent of (Property Name).
 - B. After the party/function, you must remove trash from room to the dumpster, and clean all counters, appliances (if used), and rest rooms. You must leave the Community Room in the same condition as it was when you took possession.
 - C. You and your Guests must comply with all rules governing the use of the Community Room as set forth in your Lease and/or owner's rules and regulations.
 - D. Management, Staff, or their Designee has the right to discontinue an event should it become disruptive to the quiet enjoyment of other Residents. If a complaint is lodged against your party, you shall receive a single warning from Management to immediately terminate the function. Warning from any Management staff, including maintenance, is to be regarded.

- E. The Room is available from x:xx a.m. to x:xx p.m. only.
- F. The maximum occupancy of the Community Room cannot exceed XXX .
- G. **No attendee can be charged a fee for attending the event.**
- H. **No alcoholic beverages or any illegal substances will be permitted** inside and/or outside the Community Room or surrounding areas.
- I. **No smoking is permitted anywhere in the Community Room** or anywhere within 15 feet from the building, per San Francisco Health Code Article 19F.
- J. You agree that the Community Room is for your own use; you may not leave the Community Room unsecured at any time. If the Community Room is found unsecured, the event will be terminated.
- K. No parking is provided for attendees of the event.

4. Owner's right to reimburse.

Owner shall deduct the cost of replacing or repairing items that are damaged, destroyed, or missing, from the deposit provided in Section 2 of this agreement. You are immediately responsible for reimbursement of any costs that exceed the amount of the Cleaning and Security Deposit.

5. Cleaning and Security Deposit

Owner shall return the deposit to you after the party only under the following conditions:

- A) There is no damage to the Community Room, its furniture, fixtures, and other appliances listed in the inventory list.
- B) The Community Room is clean, the floors are swept and mopped, and the counters are clean.
- C) You have removed all trash from the Community Room;
- D) You have completed cleaning the Community Room (inside and outside) and returned possession to an Agent of **(Property Name)**.

RESIDENT NAME: _____
 ADDRESS _____

Rental Date: ____ / ____ / ____ Rental Start Time: _____ Rental End Time: _____

WHAT KIND OF EVENT WILL TAKE PLACE?

ESTIMATED ATTENDANCE: _____ PERSONS Telephone Number: _____

Resident Signature: _____ DATE: ____ / ____ / ____

Deposit Returned: _____ DATE: ____ / ____ / ____

Key Received: _____ DATE: ____ / ____ / ____

Key Returned: _____ DATE: ____ / ____ / ____

FOR OFFICE USE ONLY

Deposit Received: _____ DATE: ____ / ____ / ____

Balance Due: _____
Tenant in Good Standing: Yes _____ NO _____
APPROVED BY: _____

NOTES:

Owner/Management Agent

(Property Name)
Xxxx Street Address, San Francisco, CA xxxxx
TELEPHONE: (xxx) xxx-xxxx TTY: (877) 735-2929
FAX: (xxx) xxx-xxxx E-MAIL: xxxxxxx@xxxxxxx.com

RAD Parking Agreement
(Property Name)

LICENSEE NAME (S): _____

ADDRESS: _____

CAR MAKE: _____ CAR MODEL: _____

DOORS: _____ COLOR: _____

LICENSE # _____ REGISTRATION EXP. DATE _____

INSURANCE COMPANY: _____

INSURANCE POLICY #: _____ INSURANCE EXP. DATE _____

PARKING SPACE #: _____

GARAGE REMOTE DOOR OPENER #: _____

Each household with an automobile who executes this agreement will be provided one assigned available parking space. Any remaining spaces will be assigned, taking into consideration household size and need.

All Residents must have a valid parking sticker on their vehicle. All Residents will be required to provide copies of current driver's license, auto registration, and insurance in order to receive a parking sticker. Any vehicle not properly identified by a parking sticker will be subject to tow-away at owner's expense for any parking violations.

Parking Rules

1. All vehicles without parking permits will be subject to towing. Please observe parking regulations at all times and instruct your Guests/Visitors to do likewise. The Management is not responsible for any vehicles parked on or off the property.
2. No vehicle shall be parked in an unauthorized space or in such a manner as to block roadways or the comings and/or goings of Residents. Violators' cars will be ticketed and/or towed at owner's expense. Residents can report parking violations to Management at XXX_XXX_XXXX.
3. Vehicles left standing in an open parking space in a non-operative condition, or with expired tags, or unlicensed, or abandoned, will be towed within 72 hours of written notice to the vehicle owner.

4. All vehicles or other equipment parked or stored in violation of these rules may be subject to tow-away. All costs and/or fines incurred in the removal of such vehicles will be charged to the owner of the vehicle involved.
5. Boats, campers, trailers, trucks (except pick-up trucks), recreation, or commercial vehicles are prohibited from being parked or stored on the property. No person shall operate a motorized vehicle within the complex without proper operating license. No unlicensed motor vehicles, for example, motorbikes or go-carts, shall be ridden within the complex. Any damages to property within the complex by use of any vehicle (including hired and leased moving vans) shall be fined by an amount to repair or replace the damaged areas or items.
6. The speed limit in the parking lot is 5 miles per hour.
7. Any vehicle with a parking permit that is unmoved from a space given 7 days written notice is subject to towing at the vehicle owner's expense. If more time to comply is necessary, Resident should notify the Management Office. Reasonable requests will be granted.
8. No vehicle maintenance, including oil changes or any type of repair work or car washing, is permitted at any time.
9. Only cars registered with the management office will be allowed to park in their assigned space. You must notify Management if you have the temporary use of a different vehicle. Temporary vehicles will be substituted within reasonable time frames.
10. Unauthorized vehicles will be towed by the designated posted towing company.
11. Vehicles must remain fully operative, registered, and insured at all times.
12. A copy of your vehicle's current registration, your driver's license and proof of insurance will be required to obtain an initial parking permit and for each annual renewal thereafter.
13. A fee will be charged for lost, stolen, or unreturned entry gate openers.
14. Management is not liable for any damages to vehicle due to fire, theft, defective brakes or parts, acts of others, or another cause beyond its control.
15. Vehicle owner shall not leave any article of personal property in vehicle. Management is not liable for loss or theft of accessories or articles of personal property left in car.

- 16. In no event is Management liable for consequential damages or loss of use of vehicle.
- 17. Residents are responsible for the parking practices and vehicle operations of any Visitors they allow on the property.

I agree that if I violate this agreement I will be required to relinquish my parking space.

RESIDENT:

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

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

Management Acknowledgement of receipt of Request

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

By: _____
Printed Name Signature

Title: _____ Date: _____

How is Your Rent Determined

HUD Fact Sheet, Office of Public and Indian Housing, November 2002

[Document follows this cover page]

FACT SHEET

For HUD ASSISTED RESIDENTS

Project-Based Section 8

“HOW YOUR RENT IS DETERMINED”

Office of Housing

September 2010

This Fact Sheet is a general guide to inform the Owner/Management Agents (OA) and HUD- assisted residents of the responsibilities and rights regarding income disclosure and verification.

Why Determining Income and Rent Correctly is Important

Department of Housing and Urban Development studies show that many resident families pay incorrect rent. The main causes of this problem are:

- Under-reporting of income by resident families, and
- OAs not granting exclusions and deductions to which resident families are entitled.

OAs and residents all have a responsibility in ensuring that the correct rent is paid.

OAs' Responsibilities:

- Obtain accurate income information
- Verify resident income
- Ensure residents receive the exclusions and deductions to which they are entitled
- Accurately calculate Tenant Rent
- Provide tenants a copy of lease agreement and income and rent determinations Recalculate rent when changes in family composition are reported
- Recalculate rent when resident income decreases
- Recalculate rent when resident income increases by \$200 or more per month
- Recalculate rent every 90 days when resident claims minimum rent hardship exemption
- Provide information on OA policies upon request
- Notify residents of any changes in requirements or practices for reporting income or determining rent

Residents' Responsibilities:

- Provide accurate family composition information
- Report all income
- Keep copies of papers, forms, and receipts which document income and expenses
- Report changes in family composition and income occurring between annual recertifications
- Sign consent forms for income verification
- Follow lease requirements and house rules

Income Determinations

A family's anticipated gross income determines not only eligibility for assistance, but also determines the rent a family will pay and the subsidy required. The anticipated income, subject to exclusions and deductions the family will receive during the next twelve (12) months, is used to determine the family's rent.

What is Annual Income?

Gross Income – Income Exclusions = Annual Income

What is Adjusted Income?

Annual Income – Deductions = Adjusted Income

Determining Tenant Rent

Project-Based Section 8 Rent Formula:

The rent a family will pay is the **highest** of the following amounts:

- 30% of the family's monthly *adjusted* income
- 10% of the family's monthly income
- Welfare rent or welfare payment from agency to assist family in paying housing costs.

OR

- \$25.00 Minimum Rent

Income and Assets

HUD assisted residents are required to report **all** income from all sources to the Owner or Agent (OA).

Exclusions to income and deductions are part of the tenant rent process.

When determining the amount of income from assets to be included in annual income, the actual income derived from the assets is included except when the cash value of all of the assets is in excess of \$5,000, then the amount included in annual income is the higher of 2% of the total assets or the actual income derived from the assets.

Annual Income Includes:

- Full amount (before payroll deductions) of wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services
- Net income from the operation of a business or profession
- Interest, dividends and other net income of any kind from real or personal property (See Assets Include/Assets Do Not Include below)
- Full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except for deferred periodic payments of supplemental security income and social security benefits, see Exclusions from Annual Income, below)
- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except for lump-sum additions to

family assets, see Exclusions from Annual Income, below Welfare assistance

- Periodic and determinable allowances, such as alimony and child support payments and regular contributions or gifts received from organizations or from persons not residing in the dwelling
- All regular pay, special pay and allowances of a member of the Armed Forces (except for special pay for exposure to hostile fire)
- For Section 8 programs only, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965, shall be considered income to that individual, except that financial assistance is not considered annual income for persons over the age of 23 with dependent children or if a student is living with his or her parents who are receiving section 8 assistance. For the purpose of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

Assets Include:

- Stocks, bonds, Treasury bills, certificates of deposit, money market accounts
- Individual retirement and Keogh accounts
- Retirement and pension funds
- Cash held in savings and checking accounts, safe deposit boxes, homes, etc.
- Cash value of whole life insurance policies available to the individual before death
- Equity in rental property and other capital investments
- Personal property held as an investment
- Lump sum receipts or one-time receipts
- Mortgage or deed of trust held by an applicant
- Assets disposed of for less than fair market value.

Assets Do Not Include:

- Necessary personal property (clothing, furniture, cars, wedding ring, vehicles specially equipped for persons with disabilities)
- Interests in Indian trust land
- Term life insurance policies
- Equity in the cooperative unit in which the family lives
- Assets that are part of an active business
- Assets that are not effectively owned by the applicant

or are held in an individual's name but:

- The assets and any income they earn accrue to the benefit of someone else who is not a member of the household, and
- that other person is responsible for income taxes incurred on income generated by the assets
- Assets that are not accessible to the applicant and provide no income to the applicant (Example: A battered spouse owns a house with her husband. Due to the domestic situation, she receives no income from the asset and cannot convert the asset to cash.)
- Assets disposed of for less than fair market value as a result of:
 - Foreclosure
 - Bankruptcy
 - Divorce or separation agreement if the applicant or resident receives important consideration not necessarily in dollars.

Exclusions from Annual Income:

- Income from the employment of children (including foster children) under the age of 18
- Payment received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone)
- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member
- Income of a live-in aide
- Subject to the inclusion of income for the Section 8 program for students who are enrolled in an institution of higher education under Annual Income Includes, above, the full amount of student financial assistance either paid directly to the student or to the educational institution
- The special pay to a family member serving in the
- Armed Forces who is exposed to hostile fire
- Amounts received under training programs funded by HUD
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and

benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS)

- Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program
- Resident service stipend (not to exceed \$200 per month)
- Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs and training of a family member as resident management staff
- Temporary, non-recurring or sporadic income (including gifts)
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era
- Earnings in excess of \$480 for each full time student
- 18 years old or older (excluding head of household, co-head or spouse)
- Adoption assistance payments in excess of \$480 per adopted child
- Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts
- Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit
- Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home

Federally Mandated Exclusions:

- Value of the allotment provided to an eligible household under the Food Stamp Act of 1977
- Payments to Volunteers under the Domestic Volunteer Services Act of 1973
- Payments received under the Alaska Native Claims Settlement Act
- Income derived from certain submarginal land of the US that is held in trust for certain Indian Tribes

- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program
- Payments received under programs funded in whole or in part under the Job Training Partnership Act
- Income derived from the disposition of funds to the
- Grand River Band of Ottawa Indians
- The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the US. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands
- Payments received from programs funded under
- Title V of the Older Americans Act of 1985
- Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re*
- *Agent-product* liability litigation
- Payments received under the Maine Indian Claims
- Settlement Act of 1980
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990
- Earned income tax credit (EITC) refund payments on or after January 1, 1991
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation
- Allowance, earnings and payments to AmeriCorps participants under the National and Community

- Service Act of 1990
- Any allowance paid under the provisions of 38U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act
- Allowances, earnings and payments to individuals participating under the Workforce Investment Act of
- 1998.

Deductions:

- \$480 for each dependent including full time students or persons with a disability
- \$400 for any elderly family or disabled family
- Unreimbursed medical expenses of any elderly family or disabled family that total more than 3% of Annual Income
- Unreimbursed reasonable attendant care and auxiliary apparatus expenses for disabled family member(s) to allow family member(s) to work that
- total more than 3% of Annual Income
- If an elderly family has both unreimbursed medical expenses and disability assistance expenses, the family's 3% of income expenditure is applied only one time.
- Any reasonable child care expenses for children under age 13 necessary to enable a member of the family to be employed or to further his or her education.

Reference Materials

Legislation:

- Quality Housing and Work Responsibility Act of 1998, Public Law 105-276, 112 Stat. 2518 which amended the United States Housing Act of 1937, 42 USC 2437, et seq.

Regulations:

- General HUD Program Requirements; 24 CFR Part 5

Handbook:

- 4350.3, Occupancy Requirements of Subsidized Multifamily Housing Programs

Notices:

“Federally Mandated Exclusions” Notice 66 FR 4669, April 20, 2001

For More Information:

Find out more about HUD’s programs on HUD’s Internet homepage at <http://www.hud.gov>