

**ADMISSIONS AND CONTINUED OCCUPANCY POLICY
FOR THE
NON-HUD HOUSING PROGRAM**

Approved by the HACSB Board of Commissioners:

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Chapter 1

OVERVIEW OF THE PROGRAM AND PLAN

INTRODUCTION

It is the intended fundamental policy of the Housing Authority of the City of Santa Barbara (herein after “Housing Authority” and/or “Authority”, and/or HACSB) to operate all of its housing programs in a manner that ensures equal access and opportunity, provides for safe and decent housing, and meets the needs of the residents for whom the housing was developed to the greatest extent possible. At the same time, HACSB recognizes that it must operate and maintain itself in a fiscally solvent manner by controlling operating and capital expenses and establishing tenant rents that ensure solvency, while adhering to the occupancy requirements and rent limitations for a given development as dictated by its funding sources.

This Admissions and Continued Occupancy Policy will apply to all Non-HUD units operated by the Housing Authority. These units are referred to herein as “Non-HUD” units.

The Non-HUD program shall be principally targeted to households whose income is between 50% and 160% of the area median income.

1-A. HACSB MISSION

The purpose of a mission statement is to communicate the purpose of the agency to people inside and outside of the agency. It provides the basis for strategy development, identification of critical success factors, resource allocation decisions, as well as ensuring client and stakeholder satisfaction.

The Housing Authority of the City of Santa Barbara is a local public agency created under State law for the purpose of providing safe, decent, and quality affordable housing and support services to income eligible persons through a variety of Federal, State, local and private resources.

1-B. HACSB’S COMMITMENT TO ETHICS AND SERVICE

As a public service agency, HACSB is committed to providing excellent service to all housing applicants, residents, and the public. To provide superior service, HACSB resolves to:

- Provide decent, safe, and sanitary housing in good repair – in compliance with program physical condition standards – for very low- to moderate-income families.
- Achieve a healthy mix of incomes in its housing developments by attracting and retaining higher income families and by working toward deconcentration of poverty goals.
- Encourage self-sufficiency of participant families and assist in the expansion of family opportunities which address educational, socio-economic, recreational and other human services needs.

- Promote fair housing and the opportunity for very low- and low-income families of all races, ethnicities, national origins, religions, ethnic backgrounds, and with all types of disabilities, to participate in the public housing program and its services.
- Create positive public awareness and expand the level of family and community support in accomplishing HACSB's mission.
- Attain and maintain a high level of standards and professionalism in day-to-day management of all program components.
- Administer an efficient, high-performing agency through continuous improvement of HACSB's support systems and commitment to our employees and their development.

HACSB will make every effort to keep residents informed of program rules and regulations, and to advise participants of how the program rules affect them.

1-C. OVERVIEW AND PURPOSE OF THE POLICY

The ACOP is HACSB's written statement of policies used to carry out the housing program and support the objectives contained in HACSB's Agency Plan.

All issues related to Non-HUD properties not addressed in this ACOP are governed by applicable state and local laws.

1-D. CONTENTS OF THE POLICY

This ACOP plan covers HACSB policies on the following subjects:

- How families are selected and offered available units, including HACSB admission preferences
- Standards for determining eligibility, suitability for tenancy, and the size and type of the unit needed
- Procedures for verifying the information the family has provided
- Grievance procedures

Chapter 2

FAIR HOUSING AND EQUAL OPPORTUNITY

INTRODUCTION

This chapter explains the laws and HUD regulations requiring HACSB to affirmatively further civil rights and fair housing in housing programs. The letter and spirit of these laws are implemented through consistent policy and procedures. The responsibility to further nondiscrimination pertains to all areas of HACSB's housing operations.

2-A. OVERVIEW

Federal laws require HACSB to treat all applicants and tenant families equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity, and marital status. HACSB will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment.

When more than one civil rights law applies to a situation, the laws will be read and applied together.

2-B. NONDISCRIMINATION

Federal regulations prohibit discrimination against certain protected classes and other groups of people. State and local requirements can prohibit discrimination against additional classes of people.

HACSB shall not discriminate because of race, color, sex, religion, familial status, age, disability or national origin (called "protected classes").

Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18.

HACSB will not discriminate on the basis of marital status, gender identity, or sexual orientation.

2-C. DEFINITION OF REASONABLE ACCOMMODATION

A "reasonable accommodation" is a change, exception, or adjustment to a policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Since policies and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others will sometimes deny them an equal opportunity to use and enjoy a dwelling.

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an "undue financial and administrative burden" for HACSB or result in a "fundamental alteration" in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider's operations.

2-D. REQUEST FOR AN ACCOMMODATION

If an applicant or participant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, HACSB will treat the information as a request for reasonable accommodation, even if no formal request is made.

Before providing an accommodation, HACSB must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family's access to HACSB's programs and services. The family must explain what type of accommodation is needed to provide the person with the disability full access to HACSB's program.

If a person's disability is obvious or otherwise known to HACSB, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required. If the need for the accommodation is not readily apparent or known to HACSB, the family must explain the relationship between the requested accommodation and the disability.

HACSB will encourage the family to make its request in writing. However, HACSB will consider the accommodation any time the family indicates that an accommodation is needed whether a formal written request is submitted or not.

Chapter 3

ELIGIBILITY

INTRODUCTION

HACSB is responsible for ensuring that every individual and family admitted to the Non-HUD program meets all program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to the program. The family must provide any information needed by HACSB to confirm eligibility.

To be eligible for the Non-HUD program:

- The applicant family must:
 - Have income at or below the maximum income for the program, building, or unit. In no case shall a household's income exceed 160% Area Median Income (AMI).
 - Demonstrate an ability to pay rent for the duration of initial lease term, with a monthly rent to income ratio of no more than 60%.
 - Have combined household assets that do not exceed \$500,000
 - Be employed in the Downtown Workforce Restricted Area for "Downtown" Workforce designated units
 - Meet suitability requirements for admission
 - Provide personal identification information for family members as required.
 - Consent to HACSB's collection and use of family information as provided for in HACSB-consent forms.
- HACSB must determine that the current or past behavior of household members does not include activities that are prohibited by HACSB.

BASIC ELIGIBILITY CRITERIA

3-A. INCOME ELIGIBILITY AND TARGETING

Income Limits

Income limits are published annually and are based on HUD estimates of the median incomes for families of different sizes in a particular area or county. Within the Non-HUD program there are differing income restrictions established on a property or unit basis. These restrictions are imposed by funding or regulatory agencies. Restrictions are recorded on covenants or other regulatory agreements.

Non-Restricted Units Income Limits

The income limit for the Non-HUD program, non-restricted units, is 160% AMI.

Income Restricted and HOME Designated Units Income Limits

The income limit for the Non-HUD program, restricted units, is 80% AMI.

HOME income limits are set at Very low-Income 50% AMI for Low HOME Designated units and low-income 65% AMI for High HOME designated units.

Casa De las Fuentes Income Limits

Income limits for admission for 9 of the 18 studios at Casa de las Fuentes shall be at 60% AMI. Excepting the 9 units which are restricted at 60% AMI, income limits for admission for (1) one-person households shall not exceed 80% AMI and 120% AMI (2) two-person households.

Using Income Limits for Eligibility

Income limits are used for eligibility at admission and then, annually or triennially for continued eligibility. Eligibility is established by comparing a family's annual income with the HUD published income limits. To be income eligible, the annual income of an applicant must be at or below the applicable limit.

Income Minimums

Applicants must have a gross rent to income ratio that does not exceed 60%. Gross rent is defined as the cost of rent and utilities.

3-B. SUITABILITY AS A TENANT

HACSB is responsible for the screening and selection of families to occupy Non-HUD units. HACSB may consider all relevant information. Screening is important to Non-HUD housing communities and program integrity, and to ensure that housing is provided to those families that will adhere to lease obligations.

HACSB will consider the family's history with respect to the following factors:

- Payment of rent and utilities
- Caring for a unit and premises
- Respecting the rights of other residents to the peaceful enjoyment of their housing
- Criminal activity that is a threat to the health, safety, or property of others
- Compliance with any other essential conditions of tenancy

Screening for Eligibility

HACSB will perform criminal background checks on all adult household members. To obtain access to these records HACSB requires every applicant family to submit a consent form signed by each adult household member.

HACSB will not pass along the costs of a criminal records check to the applicant.

HACSB will perform criminal background checks through the FBI Livescan fingerprinting system.

HACSB will deny assistance if any household member is subject to any registration requirement

under a state sex offender registration program

Resources Used to Check Applicant Suitability

HACSB has a variety of resources available to them for determination of the suitability of applicants. Generally, HACSB should reject applicants who have recent behavior that would warrant lease termination for a Non-HUD resident.

In order to determine the suitability of applicants HACSB will examine applicant history for the past five years. Such background checks will reference past performance in meeting financial obligations, especially rent, disturbances of neighbors, destruction of property, living or housekeeping habits at prior residences that may affect the health, safety and welfare of others, or cause damage to the premises. Information may be gathered in the following ways:

- HACSB and landlord references for the past five years. Landlords will be asked if they would rent to the applicant family again.
- If an applicant has no rental payment history, HACSB will check court records of eviction actions and other financial judgments, and credit reports. A lack of credit history will not disqualify someone from becoming a resident, but a poor credit rating may.
- Applicants with no rental payment history may also be asked to provide HACSB with personal references. The references will be requested to complete a verification of the applicant's ability to pay rent if no other documentation is available.
- If previous landlords or the utility company do not respond to requests from HACSB, the applicant may provide other documentation that demonstrates their suitability as a tenant. (e.g. rent receipts, cancelled checks, etc.)
- Police and court records within the past five years will be used to check for any evidence of disturbance of neighbors or destruction of property that might have resulted in arrest or conviction.
- Home visits may be used to determine the applicant's ability to care for the unit.

Chapter 4

APPLICATIONS AND TENANT SELECTION

INTRODUCTION

This chapter describes HACSB policies for accepting applications and selecting families.

4-A. APPLYING FOR UNITS

HACSB will not maintain waitlists for its Non-HUD Housing. HACSB will advertise unit vacancies to the public when there is an actual or anticipated vacancy. Advertisement will include the unit size, monthly rental amount, date of anticipated occupancy, general eligibility criteria and notification that applications are being accepted. Notification of vacancies will be posted on HACSB's website, craigslist, and/or other apartment rental websites with instructions on how to apply.

Applications received will be date and time stamped. Applicants who meet the minimum criteria for the available unit, e.g. unit size, designated population, unit designated Area Median Income, vehicle restriction, etc., will be ranked based on date and time of application and the following preferences:

(2 points) Residency Preference: Families who live, work, or who have been hired to work within the South coast region of Santa Barbara County. Work or hired to work will be defined as 20 hours a week for pay. Minimum of 20 hours of work per week must be performed at a location within the jurisdiction of HACSB.

(2 points) Legal Residency: Family comprised of at least one member who is a legal Resident of the United States

(2 points) Unassisted: Families that are not currently receiving ongoing rental assistance from HACSB or any other agency

If property is subject to work requirements the additional preferences will be assigned if applicable:

(2 points) Working Preference: At least one member of the family is gainfully employed or has been hired to work within Southern Santa Barbara County.

(2 points) Downtown Worker Preference: All employed household members are gainfully employed within the Boundaries established on the "Downtown" Worker map.

HACSB reserves the right to select families outside of the above preference ranking in order to facilitate the operation of the Housing Authority's programs, including the need to move families who are over/under housed in HACSB owned or managed developments where no other suitable units are available, and/or meet the special needs of the client (e.g. families that need to move closer to specific medical or social services and require relocation).

4-B. ORDER OF SELECTION

Families will be selected from the applicant pool based on preferences. Among applicants with the same preference points, families will be selected on a first-come, first-served basis according to the date and time their complete application is received by HACSB.

When selecting applicants for a unit offer, HACSB will match the characteristics of the available unit (unit size, accessibility features, unit type, unit designated AMI, unit rent, vehicle restriction, etc.) to the applicants in the pool. HACSB will offer the unit to the highest-ranking applicant who can afford the monthly rent, and who qualifies for the unit size, type, and income limit, or that requires the accessibility features.

4-C. NOTIFICATION OF SELECTION

All applicants must submit requested documents to verify the information in their application. Applicants may be required to attend an in-person eligibility interview. Applicants will be notified of required documents to submit and/or their in-person appointment via e-mail. If e-mail address is not available, notification will be mailed via first class mail.

The notice will inform the family of the following:

- The date, time, and location of the scheduled eligibility interview, including any procedures for rescheduling the interview, if applicable

- Who is required to attend the interview,

- Documents that must be provided to document the legal identity of household members, including information about what constitutes acceptable documentation

- Documents that must be provided to verify eligibility for a preference, if applicable

- Other documents and information that should be submitted or brought to the interview

If a notification of appointment letter is returned to HACSB with no forwarding address, the family will be removed from consideration for the current vacancy without further notice.

4-D. THE ELIGIBILITY REVIEW

All adult household members are required to submit documents and/or attend the interview.

Being invited to submit documents or attend an interview however, does not constitute formal offer of a unit.

The family must provide documentation to verify their eligibility for any preferences. If the family is verified as eligible for the preference, HACSB will proceed with the application. If HACSB determines the family is not eligible for the preference, the family will be removed from consideration for the vacancy.

The family must provide the information necessary to establish the family's eligibility, including suitability. The family must also complete required forms, provide required signatures, and submit required documentation. If any materials are missing, HACSB will provide the family with a written list of items that must be submitted.

Any HACSB required documents or information must be provided within 5 days of the request. If the family is unable to obtain the information or materials within the required time frame, they will no longer be considered for the vacancy.

If the family fails to submit required documents, or fails to attend an interview without prior notification, their application will be cancelled based on the family's failure to supply information needed to determine eligibility.

4-E. FINAL ELIGIBILITY DETERMINATION

HACSB must verify all information provided by the family. Based on verified information related to the eligibility requirements, including suitability standards, HACSB will make a final determination of eligibility.

When a determination is made that a family is eligible and satisfies all requirements for admission, including tenant selection criteria, the applicant will be notified of their eligibility, and an official unit offer will be made with the approximate date of occupancy insofar as that date can be reasonably determined.

HACSB will promptly notify any family determined to be ineligible for admission of the basis for such determination.

Chapter 5

OCCUPANCY STANDARDS AND UNIT OFFERS

INTRODUCTION

HACSB has established policies governing occupancy of dwelling units and offering dwelling units to qualified families.

This chapter contains policies for assigning unit size and making unit offers.

5-A. OCCUPANCY STANDARDS

Occupancy standards are established by HACSB to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them from underutilization or from excessive wear and tear due to overcrowding.

5-B. DETERMINING UNIT SIZE

In selecting a family to occupy a particular unit, HACSB will match characteristics of the family with the type of unit available, for example, number of bedrooms, any criteria specified by property governing documents such as regulatory agreements.

Although HACSB determines the size of unit the family qualifies for under the occupancy standards, HACSB does not determine who shares a bedroom/sleeping room.

HACSB's occupancy standards are as follows:

HACSB will reference the following standards in determining the appropriate unit bedroom size for a family:

BEDROOM SIZE	MINIMUM NUMBER OF PERSONS	MAXIMUM NUMBER OF PERSONS
0	1	2
1	1	3
2	2	5
3	3	7

5-C. UNIT OFFERS

HACSB will offer eligible applicants a dwelling unit in accordance with a plan that is consistent with civil rights and nondiscrimination laws.

In filling an actual or expected vacancy, HACSB will offer the dwelling unit to an applicant in the appropriate offer sequence. HACSB will offer the unit until it is accepted.

Number of Offers

Applicants will be made one offer of the available unit per application.

Time Limit for Unit Offer Acceptance or Refusal

Applicants must accept or refuse a unit offer within 4 calendar days of the date of the unit offer.

Offers made by telephone will be confirmed by email or letter.

If an applicant does not contact HACSB to accept or refuse a unit offer within 4 calendar days of the date of the unit offer, HACSB will offer the unit to another applicant.

Refusals of Unit Offers/No Unit Offer

Applications for those who are not offered the available unit, or who refuse the offer of the unit will be removed from the applicant pool. Applicants interested in future vacancies will need to apply once the vacancy is advertised.

Chapter 6

INCOME DETERMINATIONS

INTRODUCTION

A family's annual income is used to determine their income eligibility for the Non-HUD program. This is applicable to both the family's ability to pay the unit rent as well as to ensure the family meets any applicable income restrictions.

ANNUAL INCOME

6-A. OVERVIEW

Annual income is defined as:

All amounts received from all sources by each member of the family who is 18 years of age or older, and unearned income of members under 18 years of age.

6-B. ANTICIPATING ANNUAL INCOME

HACSB will count all income anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date.

- HACSB will use current circumstances to determine anticipated income for the coming 12-month period, with the exception of the an imminent change in circumstances is expected
- It is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income)
- HACSB believes that past income is the best available indicator of expected future income

When HACSB cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), HACSB will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income to establish annual income.

Any time current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file. In all such cases the family may present information and documentation to HACSB to show why the historic pattern does not represent the family's anticipated income.

6-C. ASSETS

There is an asset limitation of \$500,000 for participation in the Non-HUD program. A household with assets in excess of the limit will be determined ineligible.

In determining the value of assets, HACSB will use current circumstances to determine cash/market value. Assets will be defined as accounts that an applicant or resident has access

to. For illustrative purposes, retirement accounts that are not accessible until retirement will not be included toward the asset cap, if an individual is not of retirement age.

VERIFICATION

HACSB must verify all information that is used to establish the family's eligibility, and is required to obtain written authorization from the family in order to collect the information. Applicants and program participants must cooperate with the verification process as a condition of tenancy.

6-D. FAMILY CONSENT TO RELEASE OF INFORMATION

The family must supply any information that HACSB determines is necessary for the administration of the program and must consent to HACSB verification of that information.

Consent Forms

Adult family members must sign consent forms as needed to collect information relevant to the family's eligibility.

Penalties for Failing to Consent

If any individual family member who is required to sign a consent form fails to do so, HACSB will penalize the family. Applicants will be denied admission, and tenants will be in violation of their lease agreement and will be terminated.

6-E. OVERVIEW OF VERIFICATION REQUIREMENTS

In order of priority, the forms of verification that HACSB will use are:

- Original third party documents

- Written Third Party Verification

- Oral Third-party Verification

- Self-Certification

Requirements for Acceptable Documents

Any documents used for verification must be the original (not photocopies) and generally must be dated within 90 days of the date they are provided to HACSB. The documents must not be damaged, altered or in any way illegible.

Print-outs from web pages are considered original documents.

The HACSB staff member who views the original document must make a photocopy of the document for the file.

Any self-certifications must be made in a format acceptable to HACSB and must be signed in the presence of a HACSB representative or HACSB notary public.

File Documentation

HACSB must document how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family’s file.

6-F. VERIFICATION OF LEGAL IDENTITY

HACSB will require families to furnish verification of legal identity for each household member.

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
Certificate of birth, naturalization papers	Certificate of birth
Church issued baptismal certificate	Adoption papers
Current, valid driver's license or Department of Motor Vehicle identification card	Custody agreement
U.S. military discharge (DD 214)	Health and Human Services ID
Current U.S. passport	Certified school records
Current employer identification card	

If a document submitted by a family is illegible or otherwise questionable, additional documentation may be required.

Legal identity will be verified for all applicants at the time of eligibility determination and in cases where HACSB has reason to doubt the identity of a person representing him or herself to be a tenant or a member of a tenant family.

Chapter 7

LEASING AND INSPECTIONS

INTRODUCTION

Non-HUD Housing leases are the contractual basis of the legal relationship between HACSB and the tenant.

HACSB will inspect each dwelling unit prior to move-in, at move-out, and annually during the period of occupancy. In addition, HACSB may conduct additional inspections in accordance with HACSB policy.

LEASING

7-A. OVERVIEW

An eligible family may occupy a Non-HUD dwelling unit under the terms of a lease. The lease must meet all regulatory requirements and must also comply with applicable state and local laws and codes.

The initial term of the lease will be for a period of 12 months. The lease will be renewed automatically at lease expiration on a month-to-month basis.

7-B. EXECUTION OF LEASE

After unit acceptance but prior to occupancy, a lease must be executed by the tenant and HACSB.

A lease is executed at the time of admission for all new residents, including at the time of addition of adult household members.

The lease must state the composition of the household as approved by HACSB.

All adult members of the household are required to sign the Non-HUD lease prior to admission. The household will be provided with a copy of the executed lease and HACSB will retain a copy in the resident's file.

Files for households that include a live-in aide will contain file documentation signed by the live-in aide, that the live-in aide is not a party to the lease and is not entitled to assistance or tenancy. The live-in aide is only approved to live in the unit while serving as the care attendant for the family member who requires the care.

7-C. MODIFICATIONS TO THE LEASE

The lease may be modified at any time by written agreement of the tenant and HACSB.

Modifications to the Lease Form

HACSB may modify its lease, however, HACSB must give residents at least 30 days advance notice of the proposed changes.

A resident's refusal to accept permissible and reasonable lease modifications is grounds for termination of tenancy.

The family will have 30 days to accept the revised lease. If the family does not accept the offer of the revised lease within that 30-day period, the family's tenancy will be terminated for other good cause in accordance with this policy.

Other Modifications

The lease will be amended to reflect all changes in family composition.

HACSB will provide the family with a lease addendum for family composition changes if the addition or removal of a minor household member. If the new member of the household, or the member of the household being removed is an adult a new lease will be executed.

Transfers

HACSB does not offer transfers between Non-HUD properties with the exception of unit in habitability, reasonable accommodation, or VAWA transfer.

7-D. SECURITY DEPOSITS

Residents must pay a security deposit to HACSB at the time of admission. The amount of the security deposit will be equal to one month's rent or the following, whichever is higher:

Unit Size	Security Deposit
Studio	\$1000
1 Bedroom	\$1000
2 Bedroom	\$1200
3 bedroom	\$1500
4 Bedroom	\$1800

The family may pay the security deposit in full prior to occupancy, or pay 30% of the security deposit prior to occupancy, and enter into a payment agreement with HACSB to pay the remaining balance within a maximum of twelve monthly installments.

HACSB will hold the security deposit for the period the family occupies the unit. HACSB will not use the security deposit for rent or other charges while the resident is living in the unit.

Within 21 days of move-out, HACSB will refund to the resident the amount of the security deposit, less any amount needed to pay the cost of unpaid rent, damages listed on the move-out inspection report that exceed normal wear and tear, and other charges due under the lease. HACSB will provide the resident with a written list of any charges against the security deposit.

7-E. PAYMENTS UNDER THE LEASE

Rent Payments

Families must pay the amount of the monthly tenant rent per the lease agreement or any successor notice. The tenant rent is due and payable at HACSB-designated locations on the first of every month. If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

The lease must specify the amount of the tenant rent at the beginning of the initial lease term. If a family's tenant rent changes, HACSB must give 60 days written notice to the family by sending an "Amendment to the Residential Lease" which will become an attachment to the lease. The amendment must state any change in the amount of tenant rent and its effective date.

Maintenance and Damage Charges

If HACSB charges the tenant for maintenance and repair beyond normal wear and tear, the lease must state the basis for the determination of such charges.

Schedules of special charges for services and repairs are incorporated in the lease by reference. The schedule is posted on HACSB's website and also available to applicants and tenants upon request. When applicable, families will be charged for maintenance and/or damages according to HACSB's current schedule. Work that is not covered in the schedule will be charged based on the actual cost of labor and materials to make needed repairs (including overtime, when necessary).

The tenant will be notified of any charges for maintenance and repair beyond normal wear and tear, and such notice will be considered an adverse action. The notice must identify the specific grounds for the action, and inform the family of their right for a hearing under HACSB grievance procedures. HACSB will not take the proposed action until the timeframe to request a hearing has expired. If a hearing is requested within the required timeframe, HACSB will not take the proposed action until the grievance process is completed. Charges are due and payable 30 calendar days after billing.

Nonpayment of maintenance and damage charges is a violation of the lease and is grounds for eviction.

The schedule of special charges for services and repairs is publicly posted online at www.hacsb.org.

7-F. LEASE TERMINATIONS

Either party to the dwelling lease agreement may terminate the lease in accordance with the terms of the lease. HACSB has the authority to terminate the lease due to the family's serious or repeated violations of the terms of the lease and for other good cause.

When determining policy on terminations of the lease, HACSB must consider state and local landlord-tenant laws.

Termination by Tenant

The family may terminate the lease at any time, for any reason, by following the notification procedures as outlined in the lease. Such notice must be in writing and either delivered in person or sent properly addressed and by pre-paid first-class mail to an HACSB office..

A family must give at least 30 calendar days advance written notice to HACSB of their intent to vacate. When a family must give less than 30 days' notice due to circumstances beyond their control HACSB, at its discretion, may waive the 30-day requirement.

Termination by HACSB

Termination of the lease is permissible by HACSB for good cause. HACSB may not terminate the tenancy and rental agreement of a Non-HUD 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 HACSB must provide written notice to the tenant of the grounds with sufficient specificity to enable the tenant to prepare a defense.

INSPECTIONS

7-F. OVERVIEW

HACSB will inspect each dwelling unit prior to move-in, at move-out, and annually during occupancy. In addition, HACSB may require additional inspections, in accordance with this policy. This part contains HACSB's policies governing inspections, notification of unit entry, and inspection results.

7-G. TYPES OF INSPECTIONS

Move-In Inspections

HACSB will inspect the dwelling unit prior to occupancy in order to determine the condition of the unit and equipment in the unit. The resident will also have an option to view the unit prior to lease signing.

Move-Out Inspections

HACSB must inspect the unit at the time the resident vacates the unit and must allow the resident to participate in the inspection if he or she wishes, unless the tenant vacates without notice to HACSB. HACSB must provide to the tenant a statement of any charges to be made for maintenance and damage beyond normal wear and tear.

The difference between the condition of the unit at move-in and move-out establishes the basis for any charges against the security deposit so long as the work needed exceeds that for normal wear and tear.

HACSB will conduct a pre-move out inspection when the family gives written notice that they will vacate the unit.

HACSB will also conduct a move-out inspection at the time the resident vacates the unit.

When applicable, HACSB will provide the tenant with a statement of charges to be made for maintenance and damage beyond normal wear and tear, within 21 calendar days of conducting the move-out inspection.

Annual Inspections

HACSB will also conduct annual inspections of all occupied units.

8-H. NOTICE AND SCHEDULING OF INSPECTIONS

Notice of Entry

Non-emergency Entries

HACSB may enter the unit, with reasonable advance notification to perform routine inspections and maintenance, make improvements and repairs, or to show the unit for re-leasing. A written statement specifying the purpose of HACSB entry delivered to the dwelling unit at least two days before such entry is considered reasonable advance notification.

HACSB will notify the resident in writing at least 48 hours prior to any non-emergency inspection.

For regular annual inspections, the family will receive at least 2 weeks written notice of the inspection to allow the family to prepare the unit for the inspection.

HACSB will request permission to enter the unit to repair items when the family requests repairs. If the family does not grant permission to enter the unit, then an adult member must be present in order for HACSB to enter the unit and make repairs.

If no family member is present at the scheduled time for unit entry, HACSB will charge the family for staff time.

Emergency Entries

HACSB may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe that an emergency exists. If no adult household member is present at the time of an emergency entry, HACSB must leave a written statement showing the date, time and purpose of the entry prior to leaving the dwelling unit.

Scheduling of Inspections

Inspections will be conducted during business hours. If a family needs to reschedule an inspection, they must notify HACSB at least 24 hours prior to the scheduled inspection. HACSB will reschedule the inspection no more than once without a charge unless the resident has a verifiable good cause to delay the inspection. HACSB may request verification of such cause.

Attendance at Inspections

Residents are not required to be present for inspections.

HACSB requires residents to be present for an initial inspection 60-days after move in. Other than at this inspection the resident is not required to be present for inspections. The resident may attend the inspection if he or she wishes. If no one is at home, the inspector will enter the unit, conduct the inspection and leave a copy of the inspection report in the unit. Failure to allow HACSB into the unit to conduct inspection is a violation of the lease and grounds for termination.

HACSB is obligated to maintain dwelling units and the project in decent, safe and sanitary condition and to make necessary repairs to dwelling units.

Emergency Repairs

If the unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, the tenant must immediately notify HACSB of the damage, and HACSB must make repairs within a reasonable time frame.

If the damage was caused by a household member or guest, HACSB will charge the family for the reasonable cost of repairs. HACSB may also take lease enforcement action against the family.

If HACSB cannot make repairs quickly, HACSB will offer the family standard alternative accommodations. If HACSB can neither repair the defect within a reasonable time frame nor

offer alternative housing, rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling. Rent shall not be abated if the damage was caused by a household member or guest, or if the resident rejects the alternative accommodations.

When conditions in the unit are hazardous to life, health, or safety, HACSB will make repairs or otherwise abate the situation within 24 hours.

Defects hazardous to life, health or safety include, but are not limited to, the following:

- Any condition that jeopardizes the security of the unit
- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
- Natural or LP gas or fuel oil leaks
- Any electrical problem or condition that could result in shock or fire
- Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit
- Utilities not in service, including no running hot water
- Conditions that present the imminent possibility of injury
- Obstacles that prevent safe entrance or exit from the unit
- Absence of a functioning toilet in the unit
- Inoperable smoke or carbon monoxide detectors

Non-emergency Repairs

HACSB will correct non-life threatening health and safety defects within 15 business days of the inspection date. If HACSB is unable to make repairs within that period due to circumstances beyond HACSB's control (e.g. required parts or services are not available, weather conditions, etc.) HACSB will notify the family of an estimated date of completion.

The family must allow HACSB access to the unit to make repairs.

Resident-Caused Damages

Damages to the unit beyond wear and tear will be billed to the tenant.

Repeated or excessive damages to the unit beyond normal wear and tear will be considered a serious or repeated violation of the lease.

Housekeeping

Residents whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the unit are in violation of the lease will be provided proper notice of a lease violation.

A reinspection will be conducted within 30 days to confirm that the resident has complied with the requirement to abate the problem. Failure to abate the problem or allow for a reinspection is considered a violation of the lease and may result in termination of tenancy.

Notices of lease violation will also be issued to residents who purposely disengage the unit's smoke detector or carbon monoxide detector. Only one warning will be given. A second incidence will result in lease termination.

PROGRAM ADMINISTRATION

8-I. UTILITY ALLOWANCES

In HOME Funds designated units, HACSB is required to apply a utility allowance to offset the maximum rent allowed to be charged. HACSB will utilize the Utility Allowance Schedule established for HACSB's Section 8 Program for all its developments.

Chapter 8

REEXAMINATIONS

INTRODUCTION

HACSB is required to reexamine each family's income and composition annually or triennially depending on the unit. HACSB has also adopted policies for conducting interim reexaminations.

This chapter discusses these reexaminations.

ANNUAL & TRIENNIAL REEXAMINATIONS

8-A. OVERVIEW

To ensure that tenancy in the housing units is targeted to families meeting the eligibility requirements for continued occupancy, that such families are charged appropriate rents, and for compliance with HOME Occupancy Rules, the eligibility status and the Family Income of each tenant household is to be reexamined on a regular basis.

For HOME Fund designated units, HACSB must conduct a reexamination of income and family composition at least annually. For all other Non-HUD units, reexamination of income and family composition will be conducted at least triennially, once every three years.

HACSB is required to obtain all the information necessary to conduct reexaminations. Families are required to provide current and accurate information on income, assets, and family composition as part of the reexamination process.

8-B. SCHEDULING ANNUAL & TRIENNIAL REEXAMINATIONS

The terms of the Non-HUD lease require the family to furnish information regarding income, assets, and family composition as may be necessary for the redetermination of rent, eligibility, and the appropriateness of the housing unit.

HACSB has established a policy to ensure that the annual reexamination for each family is completed within either a 12- or 36-month period as noted above.

Generally, HACSB will schedule annual and triennial reexaminations to coincide with the family's anniversary date. HACSB will begin the annual reexamination process approximately 90 days in advance of the scheduled effective date.

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

Anniversary date for triennial reexaminations is defined as 36 months from the effective date of the family's last annual reexamination or 36 months from the effective date of the family's initial certification (admission).

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

Notification of reexamination interviews will be sent by first-class mail and email and will contain information related to whether an appointment is required or if collection of documentation is sufficient. If an appointment is required, the date, time, and location of the interview will be listed on the notification. In addition, it will inform the family of the information and documentation that must be brought to the interview or submitted for review.

All household adults as well as approved Live-In aides are required to attend the reexamination interviews together.

8-C. CONDUCTING ANNUAL & TRIENNIAL REEXAMINATIONS

Families will be asked to bring all required information (as described in the reexamination notice) to the reexamination appointment. The required information will include a HACSB-designated reexamination form/recertification packet, an Authorization for the Release of Information/Privacy Act Notice, as well as supporting documentation related to the family's income, assets, and family composition.

Any required documents or information that the family is unable to provide at the time of the interview must be provided within 30 calendar days of the interview, or as requested by HACSB. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension.

If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be in violation of their lease and may be terminated in accordance with their lease agreement.

The information provided by the family generally must be verified in accordance with the policies in Chapter 7. Unless the family reports a change, or the agency has reason to believe a change has occurred in information previously reported by the family, personal identification documentation does not need to be re-verified on an annual basis.

INTERIM REEXAMINATIONS

8-D. OVERVIEW

Family circumstances may change during the period between reexaminations. HACSB policies define the types of information about changes in family circumstances that must be reported, and under what circumstances HACSB must process interim reexaminations to reflect those changes.

8-E. CHANGES IN FAMILY AND HOUSEHOLD COMPOSITION

All families must report all changes in family and household composition.

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

New Family and Household Members Not Requiring Approval

The addition of a family member as a result of birth, adoption, or court-awarded custody does not require HACSB approval. However, the family is required inform HACSB of the birth, adoption, or court-awarded custody of a child within 30 calendar days.

New Family and Household Members Requiring Approval

With the exception of children who join the family as a result of birth, adoption, or court-awarded custody, a family must request HACSB approval to add any new family or household member.

Departure of a Family or Household Member

If a family member ceases to reside in the unit, the family must inform HACSB immediately and no later than 30 calendar days.

Income Changes

Families are not required to report interim changes in income unless the income change is a result of the addition or removal of a household member.

REESTABLISHING CONTRACT RENT

8-F. CONTRACT RENT METHODOLOGY

Contract rents for Non-HUD units are reviewed annually. Rents are evaluated based on HUD approved Payment Standards, Exception Rents, and, or, applicable local market survey data. Each property is reviewed individually, and rents are to be set on a per property basis.

8-G HOME FUNDS UNITS

Initial Rents

HOME rents are published annually by HUD. At initial occupancy tenants will pay the current HOME rents as published by HUD minus applicable utility allowances as established by HACSB.

Utility Allowances for HOME Units

Utility allowances are deductions from gross rent that tenants receive for tenant paid utilities, and they are calculated based on conservative utility usage. HUD program requirements dictate that HACSB annually review utility allowances and make any necessary adjustments due to any significant rate increase over the most recent year.

8-H. NOTIFICATION OF NEW TENANT RENT

The lease requires HACSB to give the tenant written notice stating any change in the amount of tenant rent, and when the change is effective.

The notice to the family will include the effective date of the change and the revised tenant rent. Notice of not less than 30-days will be provided for any rent increase. A 90-day notice will be provided if a rent increase is 10% or greater.

8-I. OVER INCOME HOUSEHOLDS

If it is determined that a family's gross income exceeds 160% of AMI at the time of reexamination, the family will be given a 90-day notice to vacate for exceeding the income limit of the program in accordance with lease provisions.

Over-Income HOME Tenants

If it is determined as a result of reexamination that a tenant in a HOME-assisted unit no longer qualifies as a low-income family, the family must pay as rent either an amount that does not exceed the market rent for comparable unassisted units, or 30 percent of the family's adjusted income, whichever is lesser. Rent increases resulting from a reexamination will be made effective at the annual reexamination effective date. A 30-day written notice of rent increase will be provided.

Over-Income Casa de Las Fuentes/Restricted Area "Downtown Workforce Housing Tenants

If it is determined as a result of reexamination that a tenant at a Casa de Las Fuentes unit no longer qualifies as a low-income family, the family must pay as rent either an amount that does not exceed the market rent for comparable unassisted units, or 30 percent of the family's adjusted income, whichever is lesser. For Casa de las Fuentes units subject to the maximum rent limitations and for which the tenant is responsible for paying utilities, the rent must not exceed the maximum rent minus the monthly utility allowance. HACSB utility allowances will be used to calculate the family's utility allowance.

Chapter 9

PETS

PET POLICIES FOR ALL DEVELOPMENTS

9-A. OVERVIEW

The purpose of a pet policy is to establish clear guidelines for ownership of pets and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy due to ownership of pets. It also establishes reasonable rules governing the keeping of common household pets. This part contains pet policies that apply to all developments.

9-B. MANAGEMENT APPROVAL OF PETS

Registration of Pets

Tenants are required to register their pet/s with HACSB before they are brought onto the premises. Pets will not be approved to reside in a unit until the registration requirements are completed and the pet has been approved.

Registration includes providing HACSB with a picture of the pet, as well as documentation signed by a licensed veterinarian or state/local authority demonstrating that the pet has received all inoculations required by state or local law, has no communicable disease(s), and is pest-free. Pet owners are required to pay a \$300.00 pet deposit in addition to any other required deposits. The \$300.00 deposit must be either paid in full before the pet is brought onto the premises, or paid through a signed payment agreement with minimum installments of \$25.00 per month.

Pet Agreement

Residents who have been approved to have a pet must enter into a pet agreement with HACSB, or the approval of the pet will be withdrawn.

The pet agreement is the resident's certification that they have received a copy of HACSB's pet policy and applicable house rules, that they have read the policies and/or rules, understand them, and agree to comply with them.

The resident further certifies that by signing the pet agreement they understand noncompliance with HACSB's pet policy and applicable house rules may result in the withdrawal of HACSB approval of the pet or termination of tenancy.

9-C. STANDARDS FOR PETS

HACSB has established reasonable requirements related to pet ownership including, but not limited to:

- Prohibition on any animal not permitted under state or local law or code
- A "reasonable person standard" regarding the number of pets allowed. Factors include whether a person of ordinary prudence would be able to adequately care for the

animals without creating a nuisance, maintaining sanitation, and ensuring the safety of neighbors.

9-D. PET RULES

Pet owners must maintain pets responsibly, in accordance with HACSB policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations.

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried. They must be under the control of the resident or other responsible individuals at all times.

Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit.

Dogs and cats must be on a leash when outside of the unit.

Pets are not permitted in common areas, including lobbies, community rooms and laundry areas, except for those common areas which are entrances to and exits from the building.

Cleanliness

The pet owner shall be responsible for the removal of pet waste by placing it in a sealed plastic bag and disposing of it in a container provided by HACSB.

The pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

Litter box requirements:

Pet owners must promptly dispose of waste from litter boxes in a sealed plastic bag and must maintain litter boxes in a sanitary manner.

Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be kept inside the resident's dwelling unit.

Alterations to Unit

Pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal.

Installation of pet doors is prohibited.

Noise

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt the peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

Pet Care

Each pet owner shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Each pet owner shall be responsible for appropriate training and care for their pet to ensure that the pet is not a nuisance or danger to other residents, and does not damage HACSB property.

No animals may be tethered or chained inside or outside the dwelling unit at any time.

Responsible Parties

The pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

A resident who cares for another resident's pet must notify HACSB and sign a statement that they agree to abide by all pet rules.

HACSB may serve notice to remove a pet for a noncompliant owner. If notice is served

The notice will contain:

A brief statement of the factual basis for HACSB's determination of the pet rule that has been violated

The requirement that the resident /pet owner must remove the pet within 30 calendar days of the notice

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures

Pet Removal

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the pet owner.

If the responsible party is unwilling or unable to care for the pet, or if HACSB after reasonable efforts cannot contact the responsible party, HACSB may contact the appropriate state or local agency and request the removal of the pet.

Chapter 10

GRIEVANCE PROCEDURES FOR PROPERTY DAMAGE

10-A. REQUIREMENTS

HACSB must offer a grievance procedure prior to filing an eviction action for property damage against a Non-HUD tenant.

HACSB grievance procedure will be incorporated by reference in the tenant lease.

10-B. DEFINITIONS

The following terms are used with regard to grievance procedures:

- **Grievance** – a dispute which a tenant may have with respect to an HACSB action.
- **Complainant** – any tenant whose grievance is presented to HACSB or at the project management office
- **Hearing Officer** – a person selected in accordance with the grievance Procedure to hear grievances and render a decision with respect thereto
- **Tenant** – the adult person (or persons) (other than a live-in aide)
 - Who resides in the unit, and who executed the lease with HACSB as lessee of the dwelling unit, or, if no such person now resides in the unit,
 - Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit

10-C. REQUEST FOR A HEARING

Initial Request

Upon receiving a notice of eviction based upon property damage, Complainant may submit a written request for a hearing to HACSB's within ten (10) days after receipt of the notice. The written request shall state that reasonable good cause does not exist for proceeding with the eviction.

Scheduling of Hearings

If the complainant has complied with all requirements for requesting a hearing, a hearing must be scheduled by the hearing officer promptly for a time and place reasonably convenient to both the complainant and HACSB. A written notification specifying the time, place and the procedures governing the hearing must be delivered to the complainant and the appropriate HACSB official.

Selection of Hearing Officer

The grievance hearing must be conducted by an impartial person or persons appointed by HACSB, other than the person who made or approved the HACSB action under review, or a subordinate of such person.

HACSB will designate knowledgeable, professionals that may be HACSB applicable employees or other qualified private individuals.

HACSB will appoint a person who has been selected in the manner required under the grievance procedure. Efforts will be made to assure that the person has no conflicting relationship with the complainant, does not have a personal stake in the matter under dispute, and will otherwise not lack impartiality.

10-D. PROCEDURES GOVERNING THE HEARING

The complainant will be afforded a fair hearing. This includes:

- The opportunity to examine before the grievance hearing any HACSB documents, including records and regulations that are directly relevant to the hearing. The tenant must make the request to view documents to HACSB, and must be allowed to copy any such document at the tenant's expense. If HACSB does not make the document available for examination upon request by the complainant, HACSB may not rely on such document at the grievance hearing.

The tenant will be allowed to copy any documents related to the hearing at a cost of \$.25 per page. The tenant must request discovery of HACSB documents no later than 12:00 p.m. on the business day prior to the hearing.

- The right to be represented by counsel or other person chosen to represent the tenant, and to have such person make statements on the tenant's behalf.

Hearings may be attended by the following applicable persons:

An HACSB representative(s) and any witnesses for HACSB

The tenant and any witnesses for the tenant

The tenant's counsel or other representative

Any other person approved by HACSB as a reasonable accommodation for a person with a disability

- The right to present evidence and arguments in support of the tenant's complaint, to controvert evidence relied on by HACSB or project management, and to confront and cross-examine all witnesses upon whose testimony or information HACSB or project management relies.
- A decision based solely and exclusively upon the facts presented at the hearing.

Decision without Hearing

The hearing officer may render a decision without proceeding with the hearing if the hearing officer determines that the issue has been previously decided in another proceeding.

Failure to Appear

If the complainant or HACSB fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for no more than five business days, or may make a determination that the party has waived his/her right to a hearing. Both the complainant and HACSB must be notified of the determination by the hearing officer. A determination that the complainant has waived his/her right to a hearing will not constitute a waiver of any right the complainant may have to contest HACSB's disposition of the grievance in an appropriate judicial proceeding.

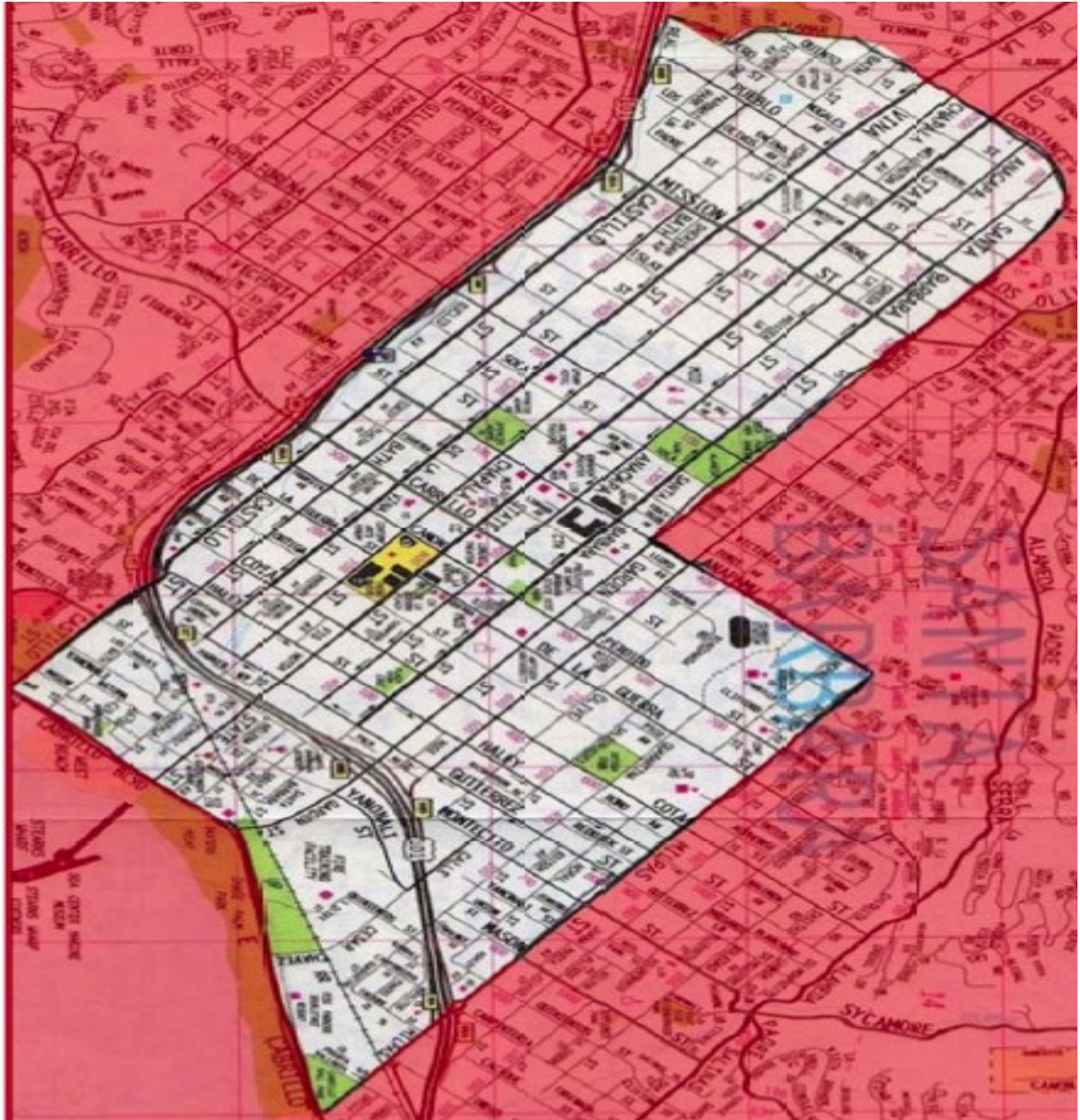
There may be times when a complainant does not appear due to unforeseen circumstances which are out of their control and no fault of their own. If the tenant does not appear at the scheduled time of the hearing, the hearing officer will wait up to 30 minutes. If the tenant appears within 30 minutes of the scheduled time, the hearing will be held. If the tenant does not arrive within 30 minutes of the scheduled time, they will be considered to have failed to appear.

The tenant may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the tenant. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, HACSB may request documentation of the "good cause" prior to rescheduling the hearing.

If the tenant fails to appear and was unable to reschedule the hearing in advance, the tenant must contact HACSB within 24 hours of the scheduled hearing date, excluding weekends and holidays. The hearing officer will reschedule the hearing only if the tenant can show good cause for the failure to appear, or it is needed as a reasonable accommodation for a person with disabilities.

A hearing will only be rescheduled for good cause twice. Should the tenant fail to appear at the scheduled time for the second rescheduled hearing, HACSB's action will stand.

EXHIBIT I
Restricted Area “Downtown” Workforce Housing Boundaries



The Restricted Workforce Units Area has been defined as Cabrillo Blvd. to the South, Castillo St. then Highway 101 to the West, Alamar then Constance to the North, Garden Street to the East until Anapamu St, then Anapamu as the North boundary and Milpas as the East.

EXHIBIT II
RENT SCHEDULES

General Non-Restricted Non-HUD Units:

Rents are reviewed on an annual basis and are set based on a rental market study of comparable units. Maximum rents are established for each property and each unit size effective January 1st of each year. A schedule is maintained by HACSB and is available for review by the public.

Senior Designated Units (62 years or older):

1 Bedroom
\$1,300

Rent schedule will be reviewed annually and will be adjusted as necessary based on available rental market studies.

HOME Funds:

Rents for units restricted by HOME funds, will not exceed the applicable HOME fund LOW or HIGH HOME rents as established annually by HUD. HUDs website will be used to verify rent limits in effect at move in date, below chart is for reference and may not reflect current limits on HUDs website.

AMI %	Studio	1 Bedroom	2 Bedroom	3 Bedroom
LOW HOME	\$1093	\$1171	\$1406	\$1623
HIGH HOME	\$1401	\$1,503	\$1,1806	\$2077

Casa De Las Fuentes:

The chart below is for reference and may not reflect current limits based on published AMI.

AMI %	Studio
Studios @ 60% AMI	\$811
Studios @ 80% AMI	\$1,081
1 Bedroom @ 80% AMI	\$1,351

Rents are calculated based on the following formulas and updated annually based on HUD published income limits.

Unit Size

Rent

Studio

Rent for (9) nine studio units, including utilities shall not exceed (1/12) one twelfth of thirty percent (30%) of the then current AMI of a household of (4) four, multiplied by .60 (the Unit Size Adjustment Factor). This number shall then be multiplied by the Target Income Percentage of sixty percent (.60). ((Median Income*.60)*.3)/12=X X*.6=Rent

Studio

Rent for (9) nine studio units, including utilities shall not exceed (1/12) one twelfth of thirty percent (30%) of the then current AMI of a household of (4) four, multiplied by .60 (the Unit Size Adjustment Factor). This number shall then be multiplied by the Target Income Percentage category of eighty percent (.80). $((\text{Median Income} \times .6) \times .3) / 12 = X$ $X \times .8 = \text{rent}$

1 bedroom

Rent for the (24) twenty-four one bedroom units, including utilities shall not exceed (1/12) one twelfth of thirty percent (30%) of the then current AMI of a household of (4) four, multiplied by .75 (the Unit Size Adjustment Factor). This number shall then be multiplied by the Target Income Percentage category of eighty percent (.80). $((\text{Median Income} \times .75) \times .3) / 12 = X$ $X \times .8 = \text{rent}$

If resident owns, leases, or controls a vehicle, rent shall include an additional \$50 per month.

If the tenant pays for any utilities, the maximum rent shall be reduced by the amount of the "utility allowance" for those utilities as established and periodically revised by the Housing Authority of the City of Santa Barbara.

Exhibit III

The Housing Authority City of Santa Barbara owns and manages various properties that it has leased to, or are under a management contract, have an Memorandum of Understanding (MOU) with other agencies, or are governed by a Regulatory Agreement and other State laws. Properties that are leased or under contract with other agencies under a master lease or like agreements may not be subject to the policies outlined in this Plan.

The properties below are under a management contract and subject to all policies relating to admissions and continued occupancy of the agencies who lease and/or manage the properties.

ADDRESS	UNITS PER ADDRESS	TYPE
3030 DE LA VINA ST.	1	TRANSITIONAL
2612 MODOC RD.	11	GROUP HM/FAM
1020 PLACIDO AVE.	1	DETOX
2904 STATE ST.	8	FAMILY
817 OLIVE STREET	1	FAMILY
518 E. CANON PERDIDO ST.	8	FAMILY
3869 STATE STREET	58	SENIOR
421 N. ALISOS STREET	4	TRANSITIONAL

The properties below have an MOU with another entity. In these cases, the MOU dictates property management responsibilities, admissions policies and supportive services. Properties for which there is an MOU generally have tenants admitted outside of regular waitlist policies. These tenants are admitted via direct referral from the entity with which the MOU is executed. All other policies, including initial suitability criteria and ongoing eligibility, are subject to the policies outlined in this Plan.

ADDRESS	UNITS PER ADDRESS	TYPE
536 W. PEDREGOSA	3	FAMILY
602 & 619 Kentia Ave.	8	FAMILY

The property listed below is subject to Santa Barbara Green Mobilhome Park's policies and procedures, which include initial suitability criteria, income and rent calculations, and ongoing eligibility. The property is also subject to the policies outlined in the Regulatory Agreement with the Department of Housing and Community Development and California's Mobilhome Residency Law.

ADDRESS	UNITS PER ADDRESS	TYPE
1200 Punda Gorda	44	FAMILY