Policy Number: 500.101 Effective Date: 10/83

MANAGEMENT PLAN

STATE OF CALIFORNIA

RENTAL HOUSING CONSTRUCTION PROGRAM (RCHP)

SAN DIEGO HOUSING COMMISION PROJECT: ADAPTABLE HOUSING

OCTOBER 1983

(Revised)

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I INTRODUCTION

This plan outlines the operating procedures to be followed in the outreach and ongoing management of the rental units produced under the State's Rental Housing Construction Program (RHCP).

The general content of this plan is based upon the requirements of Sections 7850 through 7870 of the Rental Housing Construction Program Regulations. In addition, the Housing Commission's existing procedures for the operation of the Section 8 Existing, Section 23 leased housing, and HUD conventional housing programs have been incorporated into this plan to facilitate the implementation of the State program without the establishment of completely new processing procedures.

In general, the Housing Commission is responsible for the activities—listed below:

- 1. Leasing and tenant selection;
- Determining eligibility, income certification, and recertification;
- Maintaining accurate records of the day-to-day operations of the property, including collecting and accounting for rental revenues;
- 4. Maintaining the property and reporting any deficiencies to State HCD;
- 5. Providing assistance in the field of resident counseling and social services:
- 6. Budget preparation and analysis:
- 7. Site inspection and reports; analysis of development operations;
- 8. Filing all reports required by the California Department of Housing and Community Development;
- 9. Maintaining security operations;
- 10. Coordinating legal efforts to collect rents and handling evictions of residents for non-payment of rent as well as lease violations.

II. BACKGROUND - IDENTIFICATION OF NEED

The City of San Diego Housing Commission is committed to providing decent, safe and sanitary housing for low-income families, elderly, handicapped residents of the City. In furtherance of that goal, the Commission is dedicated to the implementation of Council Policy 600-19, "Fostering of Balanced Community Development for the City of San Diego" which was adopted on December 26, 1972 and the Housing Element of the General Plan for the City of San Diego entitled "A Decent Home for Every San Diegan", adopted in August, 1971.

The Housing Assistance Plan which is a part of the City's Block Grant application further identifies the condition of the present housing stock, the need for additional units and unit types (existing, rehabilitated and new construction) and the proposed locations for such units. That plan identifies City-owned sites which were recommended by the Public Services and Safety Committee of the City Council to be made available on a lease basis to developers and sponsors for the construction of housing for low-income, elderly and handicapped residents.

Additionally, the City of San Diego is committed to a regional approach to meeting housing needs and cooperates with San Diego County. Associated Governments (SANDAG), and with other cities in the region towards a region-wide application of Federal Housing funds. To this end, the City adopted by Resolution dated October, 1974, the Regional Housing Plan for the San Diego County, prepared by SANDAG.

To assist in serving the needs of at least a portion of those households identified as requiring housing assistance, the San Diego Housing Commission has produced lower income rental units under the Rental Housing Construction Program administered by the State Department of Housing and Community Development. The remainder of this plan outlines the general procedures which will be implemented for the projects completed under this program.

III. APPLICANT OUTREACH, TENANT SELECTION AND OCCUPANCY

For the units completed under the Rental Housing Construction Program, the following procedures apply with respect to affirmative marketing, tenant selection, and occupancy.

A. Affirmative Marketing Plan/Applicant Outreach

1. Special outreach efforts will be made to encourage handicapped, elderly, Oriental, Black, Indian, and Spanish language families to apply for the units available.

Space emphasis will be placed on advertising in minority and handicapped media to attract special interest outreach groups.

A brochure printed in English or Spanish will be given to any person seeking information about the Program. Those who wish to participate in the program will be instructed to file a preapplication. For those persons who are non-English or non-Spanish speaking, staff will work with the various ethnic organizations and churches to insure that they have equal opportunity to apply for housing assistance under the program.

- 2. The Housing Assistant assists in completing the preapplication forms, which will be available in English and Spanish versions. This form solicits information about family composition, income, ethnic background and priority status.
- 3. The Housing Assistant reviews preapplications to make a preliminary determination of eligibility based on the applicant's stated income and family size. All families who have completed the preapplications will be notified in writing of their eligibility status in a timely manner.

Those applicants who are deemed ineligible for

Personal appearances by staff will be scheduled with senior citizens, handicapped and other groups which may be eligible for housing assistance.

- 2. The Housing Commission's Housing Counselor will coordinate outreach efforts to reach households least likely to apply. Brochures will be distributed to and via known social services agencies, fraternal organizations and other community based agencies. Such agencies will include but not be limited to the following: San Diego County Department of Public Welfare, Social Security Administration Offices, State Department of Employment Offices, City Senior Citizens Offices, etc.
- 3. After project approval by both the Commission and HCD, public notices will be given in major and local newspapers. Advertisements will appear in neighborhood papers with appropriate language adjustments.

The Commission will ensure that newspapers and other media utilized in publicizing the Program will reach all segments of the populations pursuant to the Commission's Equal Opportunity Housing Plan (included as Exhibit 1). Liaisons will be combined with appropriate County and City agencies, social service agencies and numerous community and special interest groups.

4. Outreach activities including advertising, press releases

III. B. TENANT PREFERENCE CRITERIA

- 1. Except as noted in Section B, 2, priority in the selection of tenants for available units shall be granted in the following order:
 - a. Households who are actually without housing resulting from governmental actions or natural disasters.
 - b. Households with dependent children (for multibedroom units).
 - c. Other eligible households
- 2. For the adaptable units, top priority will be given to households where the single person or the head of the household is confined to a wheelchair.
- 3. For the adaptable units, second priority will be given to eligible households with a member confined to a wheelchair. Within this group, families will be given preference according to the priorities outlined in III, B, 1.

In the event of two or more eligible applicants requiring the same unit size with identical priority and preference status, the date and time sequence of the applications shall govern selection with the applicant who filed the earliest being assigned the available unit.

C. PROCESSING PREAPPLICATIONS

The procedures outlined in tis section will be followed in processing applications for the program.

1. In order to insure an orderly intake process, prospective applicants will be encouraged to make initial contacts with the Housing Commission by telephone. However, initial contacts in person will not be discouraged.

D. SCREENING AND SELECTION

- 1. The application interview will be held when a suitable dwelling is expected to be available. Prior to the interview, the Housing Assistant will request income verification and screening information from the prospective tenant. The Housing Assistant will review income verification and other documentation in making a final determination of eligibility.
- 2. In order to preclude the admission of applicants whose conduct would have a detrimental effect on the project environment or the tenants, the Housing Assistant will gather documentation including references from current and previous landlords, employers, social workers, parole officers and physicians. Documentation may include a home visit. The information may include the following:
 - a. Time, nature and extent of the applicant's habits and practices with regard to:
 - Past performance in meeting financial obligations, especially rent;

Disturbance of neighbors;

Destruction of property;

Housekeeping habits;

History of criminal activity involving crimes of physical violence to persons or property; and

- Other acts which would adversely affect the health, safety or welfare of other residents.
- b. Factors which indicate a probability of favorable future conduct or financial prospects, such as:

Evidence of rehabilitation;

Evidence of willingness to participate in appropriate counseling service program, and availability thereof; and

- Evidence of willingness to attempt to increase income and availability of training or employment programs in the locality.

The Housing Manager or designee will, on a regular basis, review applications for accuracy and completeness.

3. Income will be verified prior to a final determination of eligibility. The verification form provided will request the applicant's present income and anticipated income over the next twelve month period. The Commission will request that verification forms be signed by a representative from the verifying agency (i.e. Social Security, Veterans Administration, Employment, etc.). Forms which are not received directly from the agency will be confirmed with a telephone call to the verifying agent.

Any witnessed photocopies of any document (i.e. checks, savings, passbooks, etc.) which indicate income, will be accepted pending the return of formal income verification.

4. Based on the evaluation by the Housing Assistant, ineligible applicants will be notified in writing of their ineligibility. This notice will inform the applicant that he/she may request within seven (7) days of the date of their Notice of Eligibility a hearing to review qualifications. These notices should be received by the family within one week after the date of the application interview, provided all necessary income verification and other pertinent information is documented.

Applicants determined to be eligible for the Program will be notified in writing. This notice will also contain an estimate of potential occupancy date based upon turnover history.

E. OCCUPANCY

The following procedures apply to occupancy of the units consturcted under the Program:

1. Public Housing applicants will be screened to identify eligible handicapped families. After the tenants preference criteria listed in III (B) are applied, the date and time of application shall govern in what order applicants are selected.

- 2. The Housing Manager will closely monitor all units occupied to ensure that at least two-thirds (2/3) of the units are rented by very-low income households Should occupancy characteristics differ significantly from the required levels, the occupancy criteria will be modified to correct the situation.
- 3. Recertification of tenant eligibility will occur on a yearly basis. Tenants will be scheduled for recertification appointments no less than 30 days prior to their anniversary date. (A sample of the notice used for the Conventional Housing Program is included in attachment II).

IV. MANAGEMENT

The major on-going management tasks wil be performed as follows:

- 1. Application Taking: The Housing Management Staff will accept, screen, verify and certify applicants. This may extend to the clerical staff for screening of applicants.
- 2. Outreach: The Housing Manager and Housing Counselor will be responsible for outreach activities.
- 3. <u>Verification and Determination of Gross Family Income</u>:
 The Housing Manager will be primarily responsible for supervising staff in this function.

The following key staff members wil perform the duties listed below:

Executive Director: will plan, coordinate and direct the Housing Commission's efforts under the Rental Housing Construction Program; coordinate with State (HCD) and local agencies in order to provide housing resources for low and moderate income persons. Represent the Housing Commission before the City Council, various inter-governmental agencies, boards and other committees concerned with providing housing development for low and moderate income residents of the community.

Department Director: is supportive of the Executive Director and is responsible for monitoring the activities of professional and technical personnel to insure that housing management and other functions are being carried out in accordance with HCD and Commission guidelines. Will direct day-to-day management activities of designated staff in the implementation, administration, and operation of the Program.

Housing Manager: supervises the work of the Area Housing Manager, Housing Assistant, and clerical staff on a day-to-day basis to assure a smooth intake, and on-going recertification occupancy operation.

Housing Assistant: performs the daily work of taking applications, doing income certification, conducting recertifications and a variety of other occupancy related tasks.

Administrative Aide and Clerical Staff: perform clerical and administrative duties associated with the program.

Housing Counselor: coordinates special outreach efforts to encourage handicapped, elderly, Oriental, Black, Indiand and Spanish language families to apply for the programs. Additionally, provides linkage with social service agencies, churches, community agencies and other governmental agencies to insure that all needs of eligible familes are met. Responsible for all counseling pertienent to Section 8, Section 23, HUD Conventional Housing, and the Rental Housing Construction Program. Conduct briefing sessions in conjunction with the Housing Management Staff.

Hearing Officer: The Hearing Officer of hearing panel shall hear the complaint of an applicant or tenant following an informal hearing with the Housing Manager which fails to resolve the complaint.

Controller: is responsible for monitoring and coordinating all financial activities between all concerned offices. Insures that the financial management and other functions are being carried out in accordance with HCD and Commission guidelines. Insures prompt and concise preparation of all fianncial and statistical reports required by HCD and the City Auditor's office.

In addition to the duties described above, the financial section will administer the rent collection activities for the units.

Area Manager: the Area Manager is responsible for tenant selection and placement; coordinating and supervising the work of Administrative Staff; tenant counseling and referrals; resident grievances; preparation and interpretation of lease documents. Supervise and may perform: application taking; verficiation and determination of eligibility; reexamination and rent adjustments; unit inspections, consultation with tenants and tenant meetings, rent collections; evictions; determination of repair charges; preparation and interpretation of lease documents. (See Section V.)

PROJECT MAINTENANCE (See Exhibit 5)

Housing Commission staff will be responsible for maintenance of the completed units. Regular maintenance schedules will be followed for appropriate items such as grounds, solar systems, unit exterior and interior preventive maintenance work and similar types of scheduled activities. The Area Manager will maintain these schedules and supervise the Maintenance Staff in the performance of the work. Detailed maintenance records will be kept for each project location indicating the maintenance work performed, material used, warranty period, condition of equipment and documentation of any unusual circumstances such as repairs required as a result of tenant caused damage.

As units are vacated the Area Manager or his/her designee, will perform an inspection to determine what interior maintenance should be completed (e.g. painting, floor repair, etc.). This inspection shall also serve the purpose of identifying any damage costs which should be assessed to the tenant vacating the unit. Following the inspection, the required work will be completed by the Maintenance Staff before the unit is occupied by the new tenant.

Major maintenance and repair work which is required for the units will in most cases be completed by qualified contractors under the supervision of the Area Manager. When a maintenance or repair problem is determined to be of a nature which requires the skills of an outside contractor, the Area Manager will select a qualified contractor to complete the work in a timely manner. The types of items which are considered to be major maintenance and repairs include, but are not limited to, major plumbing and electrical work, solar hot water system repair, and appliance repair

Area Manager: is responsible for assuring that all necessary maintenance and repairs are made in a timely, cost effecient manner. Most of the actual maintenance work will be performed by Commission Maintenance Staff under the supervision of the Area Manager. The Area Manager will periodically inspect buildings, apartments and grounds to determine necessary preventative maintenance needed. He/She will also maintain files containing written records of maintenance services, equipment, inventory, and operating manuals consisting of pertinent data relating to equipment and building fixtures. The Area Manager will also maintain a list of approved maintenance service contractors who can perform services as required for the completed projects.

VI. LEASE PROVISIONS

The lease agreement is included as Exhibit 3

VII. TENANT RELATIONS

The Housing Commission currently employs two Housing Counselors whose services will be available to tenants occupying completed RHCP units. The Counselors will provide tenants with information relative to their rights and obligations as tenants, conduct onsite problem solving meetings with tenants, and counsel tenants with respect to their other social service needs. The Housing Counselors also prepare and distribute a quarterly newsletter which provides information of interest to tenants (see copy included as Exhibit 4).

To insure tenant access to the Housing Commission decision making process, two Tenant Commissioners serve on the seven-member Commission. Through these Commissioners, all tenants have input into decisions which directly affect them including unit management policies, grievance proceedings, future housing developments, and all other aspects of the Housing Commission's functions.

VIII. APPEAL AND GRIEVANCE PROCEDURES

All tenant appeals and grievances relating to the completed RHCP units will be processed consistent with the Housing Commission's procedures. These procedures are consistent with the requirements for HUD sponsored projects as stated in 24CFR Part 866 Subpart B and include the following provisions:

- 1) Written requests for hearings;
- 2) Informal hearings to attempt to resolve the problems;
- 3) Formal hearings to resolve major grievances; and
- 4) Specified time frames for the grievance process.

Copies of the grievance procedures and forms currently being utilized are included as Exhibit 4.

IX. REPORTING PROCEDURES

The Housing Commission Controller will maintain a computer based reporting system which will store data relating to the RHCP projects, and produce the required monthly report to HCD. As required by the Program Regulations, this report will include:

- 1) A description of the fiscal condition of the Project;
- 2) Tenant occupancy statistics indicating household sizes, incomes, and ethnicity; and
- 3) An accounting of any major maintenance and repair work performed on the project during the reporting period.

Other pertinent data will also be included in the system. Specifically data relating to rent collections will be stored to insure that the project remains fiscally sound and that rent collections are kept up to date.

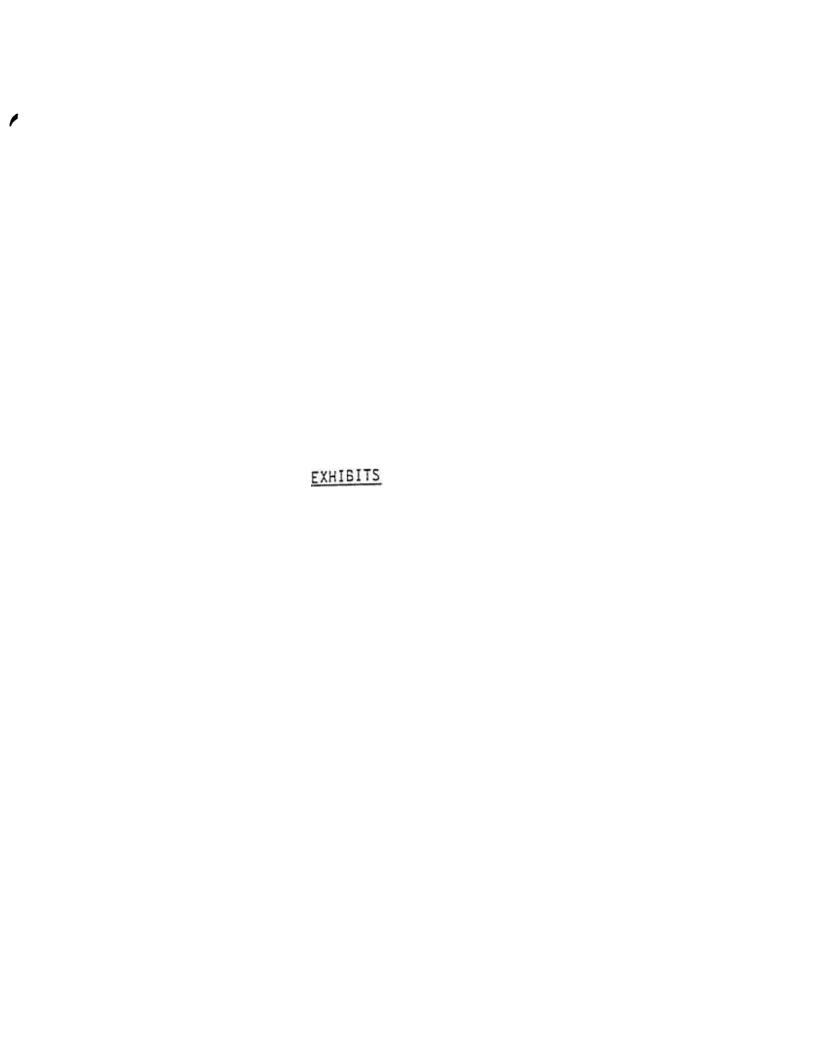


EXHIBIT 1 EQUAL OPPORTUNITY HOUSING PLAN

EQUAL OPPORTUNITY HOUSING PLAN

HOUSING COMMISSION OF THE CITY OF SAN DIEGO 121 Broadway, Suite 443, Spreckels_Building San Diego, California 92101

A. COMMUNITY-WIDE INFORMATION EFFORTS

1. Public notices will be given in major and local newspapers for both applicants and owners. All advertisements will have appropriate language adjustments.

Newspapers utilized in publicizing the Program will reach all segments of the population. Potential applicants will be notified, through publication in a variety of newspapers listed below of the availability of housing assistance for low-income families and invited to apply.

NAME	CIRCULATION	FREDUENCY
San Diego Union	Major-entire population	3-day period: Sat., Sun., Mon. Intermittently based on response
San Diego Evening Tribune	Major-entire population	3-day period: Sat., Sun., Mon. Intermittently based on response
Voice News and Viewpoint .	Minority-Black Majority	Weekly, based on response
La Jolla Light and Journal	Majority	Weekly, based on response
Sentine?	Area Population Majority and Minority Circulation	Bi-weekly, based on response

La Prensa

Minority

Weekly, based on response

- 2. The Commission will issue at least three press releases to Major and minority newspapers (see #1 above).
 - a. Within one month prior to the completion of the units the program will be announced to the general public advising of the forthcoming availability of housing for eligible low-income families and where they may apply.

- b. A second tress release will announce that the units are available and applications are being accepted. Low-income families will be encouraged to participate. Appropriate details of the program will be given.
- c. A third press release will be issued at the time it is determined that there is no reasonable prospect that additional units will be available within the next year. It will be announced in major and minority newspapers that the taking of applications is suspended until further notice.

Releases will be made to all newspapers listed above, in addition to the following publications:

List of Publications

Council of Philipino-American Communities
Chicano Federation Newsletter
San Diego Building Contractors Association Builder
San Diego Magazine
Black Review
Apartment and Owners Rental Association Magazine
La Amano
Senior World
The Veterans News
Union of Pan-Asian Communities
CSCD Voice (Community Services Council for the Disabled)

3. Liaison will be established with appropriate county and city, agencies, private social service agencies, and numerous community and special interest groups. To be included are:

Union of Pan Asian Communities
Neighborhood House Associates
San Diego Senior Citizens Center
San Diego Urban League
Chicano Federation
League of Women Voters
American Indian Association
Handicapped
Council of Philipino-American Communities

Through its ties with other public agencies as well as through tenant organizations, realtor groups, citizen planning groups, the Commission will transmit information on low-income housing programs to all concerned citizens and community organizations. Special assistance will be given to eligible elderly, handicapped, and disabled persons to help them locate suitable housing.

Spot public service announcements on local radio stations wil also be required.

B. SPECIAL EFFORTS TO ATTRACT FAMILIES

- 1. Special outreach efforts will be made to encourage handicapped elderly, Oriental, Black, Indian and Hispanic families to apply for certificates of participation.
- a. Special emphasis will be placed on advertising in minority and handicapped media to attract special interest outreach groups. These ads will be published in special interest group publications.
 - b. The press releases discussed in A-2 above will be used to attract the special outreach groups in the appropriate minority newspapers.
 - c. Every effort will be made to contact community groups and realtor associations that serve the special outreach groups. Letters will be written and personal contact by Commission representatives will be made to explain the program. The applicable community groups named in A-3 above will be advised of the special effort being made to attract the outreach groups since they are the ones normally not likely to apply for the assistance without special outreach. Community groups and agencies will be provided with brochures for distribution to potential applicants.
 - d. It is the intent of the Commission to administer a housing program that services all minority and majority groups in the population on a nondiscriminatory basis. All equal opportunity and fair housing obligations will be fulfilled.

C. STATEMENT OF POLICIES AND PROCEDURES

(i) All families will be determined eligible through the use of the HCD eligibility requirements, and those criteria will be applied without regard to the race, creed, color, religion, sex or national origin of all families applying for Certificates. In addition, all aspects of the program will be carried out in a non-discriminatory manner through compliance in this program with Title VI of the Civil Rights Act of 1958, Executive Order 11063 and all rules, regulations and requirements issued pursuant thereto.

to be gligible. Following initial occupancy. Duritime, date and sequential numbering system will allow us to process applications on a first come, first served basis for each bedroom size. We will closely monitor the percentage of Very-Low Income Families to insure that at least two thirds (2/3) of the total number of units are occupied by very low-income tenants.

(iii) Families will be placed on the waiting list as they are certified as eligible families, and if a unit is currently not available. The families will be placed on the list on the basis of the time/date stamped/sequentially numbered application. However, displaced families will be put on top of the waiting list. We will suspend taking applications for the program when the number of families on the waiting list for a particularly sized unit is that number which can reasonably be expected to occupy units within the next twelve months except that we will assure that there are sufficient Very Low-Income Families on the list to assure that we can meet our responsibility to them.

The suspension of applications shall be announced in the same manner as the program was advertised to families (Section A).

EXHIBIT 2

INCOME VERIFICATION FORMS



SAN DIEGO

HOUSING COMMISSION

Date:
Dear Resident:
At your special Reexamination/Interim Adjustment it was not possible to make an accurate estimate of your family income for the next twelve-month period.
You are scheduled for a follow up appointment on
If you are unable to attend at the time and day indicated, please call me at 236-5440 no later than
You should have the enclosed verification forms completed to bring with you when you come to your appointment. If the enclosed forms are not appropriate for verifying your present income, please call for the correct forms.
Sincerely,
Housing Assistant
ME:cc

FECHA
UNIT #
A:
Estimado Inquilino:
Leyes y regulaciones requieren un repase anual de los ingresos de residentes que ocupan viviendas bajo el programa de el Estado o viviendas publicas.
Como ha ocupado una vivienda este ano, o porque una entrevista antes cambio su renta provisionalmente, es necesario que venga a esta oficina para completar las formas requeridas para permane reposta para permane respectos programa.
Se ha fijado una cita a la(s) A.M./P.M. el 195 . Si este horario no le es conveniente favor de llamar al 236-5440 para fijar otra fecha.
Traiga con usted PRUEBAS de la cantidad de sus INGRESOS. Su oficio de Asistencia Publica o Seguro Social le daran estos informes. En caso que este empleado, sus talones de cheques sera sufficiente. Si tiene cuenta de ahorros, traiga su libro del banco.
Sinceramente,
BY:
Judith Fry Housing Manager

5.41 DIEGO GOUGESTON

SPMI CHELS BUILDING . 12: BROADWAY, SUITE443 . SAN DIEGO, CALIF. 92:0: .236-5440 236-7155

The San Diego Housing Commission is attempting to provide Housing Assistance to the below named person. In order to determine eligibility, we must verify his/her income.

We ask your cooperation in supplying information regarding the income of the person listed below. The Applicant has authorized you to release this information by signature below. This information will be held in confidence for use only in determining eligibility for Housing Assistance.

		Sincerely,	
Date:	_	Housing Commis	sionScaff
I hereby authorize the r City of San Diego Housin		ormation relative to	my income to the
Date:	-		
	_	Signature of A	pplicant
If you are the Main Branc local branch banks may ha	ve on deposit.	Branch	•
Savings Account No		-	
Amount on Deposit \$		-	
Interest Rate %	Interest Earned (last 12 months) \$	
Information furnished by:	••		
	Signature o	f Bank Verifier	
	T	itle	
		a C e	

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SAN DIEGO HOUSING COMMISSION

(BEN MONTIJO . EXECUTIVE DIRECTOR	`
	The SAN DIEGO HOUSING COMMISSION is attempt the below-named person. In order to determine the income.	ing to provide housing assistance to time eligibility, we must verify
	We ask your cooperation in supplying inform person listed below. The Applicant has aut tion by signature below. This information only in determining eligibility for Housing	chorized you to release this informa- will be held in confidence for use
	Date:	Housing Commission Staff
	I hereby authorize the release of the infor San Diego Housing Commission.	mation relative to my income to the
	Date:	Signature of Applicant
	Birthdate:	Social Security #:
	OFFICIAL FROM WELFARE OFFICE MUST COMPLETE	THE FOLLOWING INFORMATION
	Claiment's Name:	Social Security #:
•	Date Claim Started:	Welfare #:
	GR 5 Per Month	AFDC S Per Month
	Family Composition & Social Security Number	<u>-</u>
	The amount of each grant for the last 6 mon	nths:
	••	
	Are there my other sembers (UAM?) in the hout do receive other income? If so, amount Source:	lousehold who are not receiving aid,
	Date:	
	Caseworker Sign	Telephone #
	FOR OFFICE USE OF	<u>ILY</u>
	Information Verified By:	Date:
	Remarks:	
	Income Verification - Welfare Revised 3/82	



SAN DIEGO HOUSING COMMISSION

SEN MONTUO . EXECUTIVE DIRECTOR The SAN DIEGO HOUSING COMMISSION is attempting to provide housing assistance to the below-named person. In order to determine eligibility, we must verify his/her income. We ask your cooperation in supplying information regarding the income of the person listed below. The Applicant has authorized you to release this information by signature below. This information will be held in confidence for use only in determining eligibility for housing assistance. Housing Commission Staff I hereby authorize the release of the information relative to my income to the San Diego Housing Commission. Signature of Applicant EMPLOYER PLEASE COMPLETE THE FOLLOWING Employee Name: ____ Occupation: ___ Social Security Number: Social Security Employee Date of Employment: Number: Regular Gross
Salary: S Per Hour () Per Week () Per Month () Additional Compensation Hours normally worked each week Overtime 5 Commission 5 During Past Year: Bonus S Other (Specify) 5 Deduction for Medical Insurance: \$ - Name of Employer: Address of Employer: ___ Information Furnished by: 51gnacure Title Telephone f FOR OFFICE USE ONLY Information Verified By: ______ Date: _____ Lemarks: ___

Income Verification - Employment Revised 3/82

EXHIBIT 3 RENTAL HOUSING LEASE AGREEMENT AND ADDENDUM

SAN DIEGO HOUSING COMMISSION RESIDENTIAL LEASE

RENTAL HOUSING CONSTRUCTION PROGRAM

Name of Resid	ent nell son like engado me e	Bedrooms	No. of Persons	Unit No.
Address of Hou	using Unit		Effective Date	Mo. Rent
Utilities and Se	ervices Provided:		· · · · · · · · · · · · · · · · · · ·	
Rar	nge Refrigerator	Hot & Cold Running Water	Sewer	Services
the housing un		ns of this lease are listed below.	LENDAR YEAR.	
use and oc	_	ne premises for any business or ill ence for your household, which co		_
	Adults		Children	
		than 2 weeks without our prior wr		
3. RENT. T	he monthly rent is: \$	_Utility Allowance _which you shall pay on or befo		
your rent p	payments shall be as follows:	9 If you lease the housing ur	iil ailer the iirst day Oi	ule calerical month,
\$be delivere by us. Plea	will be made on the dor mailed to us at 121 Broadwa	to to to e first day of each month for the to ay, Suite 400, San Diego, Californio the San Diego Housing Commissays before you leave.	erm of the lease. Your ia 92101, or any other	rental payments will address designated
If you vaca	ate without proper notice your ho	ousing unit will be declared aband	loned and will be pre	pared for new occu-

If you vacate without proper notice your housing unit will be declared abandoned and will be prepared for new occupancy. Although we will try to fill the unit with new occupants as soon as possible, you should understand that you will be charged with rent and maintenance (beyond normal wear and tear) for each day up to 30 days that your housing unit is vacant after you leave. Your lease will terminate on the thirtieth day, or when your housing unit is leased to new occupants, whichever comes first. Charges assessed to you for repair and maintenance (beyond normal wear and tear) shall be considered rent, whether you are charged during your occupancy or after it.

- 4. LATE CHARGE. A late rent charge of \$10.00 will be assessed to your account if your rent has not been received by us by the 5th day after it is due.
- 6. BASIS FOR RENT. We base your monthly rent and your dwelling size on the complete and accurate information you give us regarding your family size, your income and income sources, according to the regulations of the California Department of Housing and Community Development. If we find that you have misrepresented the facts on which we base your rent, we may charge you retroactive rent, or we may terminate your lease. Charges assessed to you for maintenance and repair beyond normal wear and tear shall also be considered rent.

7. YOU PROMISE TO:

- a. Dispose of garbage, rubbish and other waste from the premises in a safe and sanitary manner.
- b. Be responsible in the way you use all electrical, plumbing, sanitary, heating, ventilating, and other facilities.
- c. Pay reasonable cleaning and/or repair charges for damages to the premises (beyond normal wear and tear) which are intentionally or negligently caused by your guests or members of your household.
- d. Make certain that your guests and members of your household maintain the premises in a decent, safe and sanitary condition.
- e. Make certain that your guests, and members of your household act in such a way as not to disturb the neighbors' peaceful enjoyment of their own accommodations.
- f. Notify us immediately, of the need for repairs to your housing unit, and any unsafe conditions on the premises or grounds which might lead to injury or damage.
- g. Notify us in advance and make arrangements for the care of your housing unit, if you and your family plan to be gone from it for more than fifteen (15) days.
- h. Obey the reasonable rules and regulations set by us for the benefit of you and your neighbors; the rules will be given to you when you move into the housing unit.
- i. Give us complete and accurate information regarding your family size, your income and income sources both when you apply for housing, and when redetermination (lease renewal review) takes place.
- j. Give us written notice 30 days in advance of the day you intend to end the lease.

YOU PROMISE NOT TO:

- a. Allow any of your guests or members of your household damage, deface, destroy or remove any part of the premises.
- b. Make any repairs, alterations, or install any equipment without our prior written consent.
- c. Allow someone else to use the lease.
- d. Provide accommodations for boarders and lodgers.

8. WE PROMISE TO:

- a. Maintain the premises and grounds in a decent, safe, and sanitary condition.
- b. Make repairs to the premises as needed.
- c. Keep in good and safe working order and condition all electrical, plumbing, sanitary, ventilating and other facilities and appliances supplied by us.

- d. Provide receptacles for the deposit of garbage, rubbish and other waste removed from the premises (except containers which are only to be used by individual households).
- 9. REDETERMINATION. Once a year we will ask you how many people are living with you, their ages, their relationship to you, and how long you expect them to live there. We will also ask about your income and income sources. We may increase or decrease your rent or your dwelling size according to this up-dated information. Rent changes will begin the first day of the month following the redetermination and a statement of the new rent signed by us and you will be attached to this lease. If a new dwelling size is needed, we will provide an appropriate size unit, give you a reasonable time in which to move, and supply a new lease covering the housing unit. If you refuse to accept such a transfer we may terminate your lease.

You must notify us immediately whenever there are any changes in the following circumstances:

- a. Loss or addition to your household through marriage, divorce, reconciliation, permanent separation, death, desertion or other similar circumstances.
- b. Loss or change of source of income of a member of the household.
- 10. UTILITIES. Gas and/or Electricity for your housing unit are used and controlled only by you. You will deal directly with the utility company for the installation, proper operation, and payment. A utility credit allowance has been figured in your rent. You will be given a utility allowance sheet which explains your allowance.
- 11. TERMINATION OF LEASE. You may terminate this lease at any time by giving us at least thirty (30) days written notice. You promise to move promptly, leave the unit in a clean and good condition, and return the keys to us. If you vacate without proper notice, your housing unit will be declared abandoned and will be prepared for new occupancy. Although we will try to fill the unit with new occupants as soon as possible, you should understand that you will be charged with rent and maintenance (beyond normal wear and tear) for each day up to 30 days that your housing unit is vacant after you leave. Your lease will terminate on the thirtieth day, or when your housing unit is leased to new occupants, whichever comes first. We will not terminate or refuse to renew your lease unless you fail to make payments under the lease, or you violate other material terms of the lease. Prior to terminating this lease, we will give you written notice of (a) 14 days in the case of failure to pay rent; and (b) a reasonable time appropriate to the urgency of the situation in the case of the creation or maintenance of an existing threat to the health or safety of other residents or employees; and (c) 30 days in all other cases. Any notice of termination sent to you shall state the reason(s) for the termination, and give you the right to make a reply and to request a conference according to our Grievance Procedure.

If the signer of this lease ceases to be a member of the household, this lease will terminate and a new lease must be signed by a responsible adult member of the family, provided the family is eligible for continued occupancy.

If we transfer you to another housing unit managed by us, this lease shall be terminated and a new lease must be signed by you for the new housing unit into which your family will move. If your housing unit is destroyed by fire or other means, this lease shall automatically be terminated.

12. INSPECTIONS. When you move in, we will accompany you on an inspection of the premises, the housing unit, and equipment provided with the unit. A statement concerning the condition of the unit will be given to you to sign and will be kept in your file. When you vacate, an identical inspection will be made and you will be given a statement of any charges to be made. If you fail to arrange for a move-out inspection in this manner or fail to accompany us on the inspection, you agree that our evaluation will be conclusive.

- 13. REPAIR CHARGES. You promise to pay, except for normal wear and tear, all maintenance and repair charges. The basis for the charges will be the Schedule of Charges (posted at our office at 121 Broadway and mailed to you upk request). You will receive a bill itemizing the damages and costs, and the bill will be owed to us the first day of the second month following the month in which the charge was made. If you fail to pay such charges, we may terminate your lease and/or take legal action to recover the charges. The security deposit cannot be used to pay for repair charges while you remain an occupant of the unit.
- 14. ENTRY. If we need to enter your housing unit to perform routine inspections or maintenance or to make improvements or repairs, we will do so only during reasonable hours, and we will notify you in writing at least 2 days before such entry. We may enter your housing unit without notifying you in advance if we believe that an emergency exists. We may also enter your housing unit with your verbal permission.

If all the members of your household are absent, we will leave a written statement in your housing unit giving the date, time and purpose of our entry before we leave the unit.

- 15. NOTICES. Notices from us regarding any changes to the contents of this lease will be written and mailed to you. You will put any notice to us in writing and deliver or mail it to our office, properly addressed. Schedules of special charges for services, maintenance, repairs, utilities and regulations shall be posted at our office at 121 Broadway, and will be mailed to you upon request. We will not change such schedules, rules and regulations without at least 30 days written notice to you explaining the proposed change, and giving you the opportunity to present written comments concerning them.
- 16. ABANDONED PROPERTY. After you move out of the unit, all personal property left behind will be considered abandoned and we will dispose of it according to state law.
- 17. DEFECTS. It is both our responsibility and yours to comply with the rules and regulations of any housing or building codes which affect health and safety. If your housing unit is damaged, causing a danger to the life, health, and safety cour household, we will repair the damage within a reasonable time. If you or members of your household or guests cause the damage, you will be charged with the cost of the repairs.
- 18. ATTORNEYS' FEES. If any legal action is brought to enforce any part of this lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs and any other relief awarded by the court or provided by California Law. This applies to any expenses incurred by us in collecting rent, including costs of preparing and serving notices.
- 19. PETS. There will be no pets allowed without the prior consent of the Housing Commission. If consent is given, an addendum will be attached to this lease identifying the type and size of pet, and the amount of the additional security deposit required.

WITH ALL THAT THE LEASE CONTAINS.	E HOUSEHOLD AND GUESTS TO COMPLY
Resident's Name	Date
Resident's Name	Dete

Dete

San Diego Housing Commission Representative



SDHC, 10/83

SAN DIEGO

SAN DIEGO HOUSING COMMISSION

LEASE ADDENDUM #1

Th:	is addendum is considered a part of the lease dated on cated at Unit Number	the propert	
		TENANT'S INITIALS	
1.	I will report all changes in my income immediately		
2.	. I will report all changes in my household and will permit no one not on my lease to reside in my apartment.		
3.	I will return all door and mailbox keys when I move out. I understand that rent will be charged until all keys have been returned and a joint move-out inspection is completed by me and the Housing Commission. I understand that if I fail to return my mailbox key, the cost of changing the mailbox lock will be deducted from my security deposit.		
4.	I realize that pets are not allowed without prior written consent of the Housing Manager. Permission may be withdrawn if my pet becomes a nuisance or causes damage.		
5.	I will not use CONTAC paper (sticky-backed paper used as shelf lining or wallpaper) in my unit.		
6.	I will not install deadbolt locks without permission from the Maintenance Department. I understand that if deadbolt locks are installed that I must furnish two (02) keys to the Housing Commission.		
	I HAVE READ THE FOREGOING AND I UNDERSTAND ALL PROVISIONS CONTAINED	THEREIN:	
Ten	ant Signature Date Tenant Signature	Date	
Sta	ff MemberDate		

SAN DIEGO HOUSING COMMISSION

RENTAL HOUSING CONSTRUCTION PROGRAM

LEASE ADDENDUM # 2

This addendum is considered a part of the lease dated
on the property located at
1 Term - The term of the lease agreement shal be one calendar year
2. Basis for Rent - The basis for determining your rent payment is consistent with the regulations and governed by the California Department of Housing and Community Development. The State may periodically adjust the rent levels on the apartment—units. You will be given thirty (30) days notice of any such rent level adjustments. I have read the foregoing and I understand all provisions contained therein
Tenant Signature Date
Tenant Signature Date
Housing Commission Representative Date

EXHIBIT 4

GRIEVANCE PROCEDURE

TO:

FROM: San Diego Housing Commission

SUBJECT: GRIEVANCE PROCEDURE

If you feel that the decision of the San Diego Housing Commission is an unjust decision, and if you feel that the interpretation was improper and not in accordance with the Resident Lease Agreement, you may request a hearing before an impartial official.

To obtain a grievance hearing the following procedures must be followed:

- 1 You must first personally present your grievance to the Housing Manager to attempt a settlement of the grievance.
- 2. If a satisfactory conclusion is not reached, you may file a written request with the San Diego Housing Commission for a

request must be completed, dated and sometructions contained in the Notice of Rig	igned in accordance with to Hearing.
I wish to request a hearing before the Hear information regarding this request is provi	ing Officer. Further ded as follows:
 MHAT ACTION OF THE HOUSING COMMISSION A ARE YOU PROTESTING THIS ACTION? (Pleas additional space is required please att 	e explain in detail, if
;	
2. WHAT ACTION ARE YOU REQUESTING?	
Please return this form within (5) five days	to:
Diego Housing Commission Eroadway, Suite 443, Spreckels Bldg. n Diego, CA 92101	
	Signature
	Cate

, ,

EXHIBIT 5 MAINTENANCE PLAN

<u>Responsibilities</u>

The Housing Manger is responsible for all maintenance operations of the San Diego Housing Commission. The Area Manager, who is responsible to the Housing Manager, provides guidance and directly supervises the maintenance staff. He/she must plan, schedule, supervise and inspect all maintenance work to insure its promptness and quality.

The Maintenance Function

The objective of the maintenance function is to maintain all units in a viable, useful condition.

Maintenance tasks fall into four major categories:

Service maintenance (Emergency)
Routine maintenance
Cycle maintenance
Extraordinary maintenance.

1. <u>Service Maintenance (Emergency)</u>: refers to maintenace items requested to be repaired by tenants or management, i.e., gas leak, stopped-up toilets, no water, broken glass (not cracked), no electricity, no heat, refrigerator/stove out of order.

Also included would be any event or condition that could threaten the health and safety of residents or employees or will cause extensive and expensive damage to the physical development of the unit should be considered an emergency.

2. Routine Maintenance: refers to maintenance of the units as deemed by the Housing Manager and Area Manager. The Housing Manager and Area Manager will maintain a high level of visibility to the tenants. Through the actual physical presence of the Housing Manager and Area Manager on the units, tenant awareness will be developed. At the same time an opportunity will be provided the Housing and Area Managers to inspect the general appearance of the units and to note: maintenance items not reported by tenants.

Additional methods of identifying routine maintenance requirements will be provided by:

- Reports from maintenance staff when making a service call
- Housing Counselor visit reports
- Reexamination (annual inspection)

3. Cycle Maintenance (Preventative Maintenance): refers to specific tasks which are performed on a specific time schedule and/or frequency. These include:

Task	Frequency
Painting - Interior	Every 5 years or as needed on move-outs. Every 2-3 years paint will be supplied to tenants.
- Exterior	Trim - every 3 years Unit - 8-10 years
Draperies cleaned	Every 12-18 months
Extermination treatment	Annually, with move-outs, as needed
Heater Filters	Annually replaced
Hot Water Heaters	
(common) - Drain	Every 6 months
Lawn Mower - Tune up - Oil change	Quarterly Quarterly
Other Machinery & Equipment	As recommended by the manufacturer

4. Extraordinary Mantenance: refers to maintenance to be identified and budgeted as the need exists, i.e., roof replacement, parking lot repair, structural repair, etc.