



*WORKING TOGETHER TO PROVIDE QUALITY AFFORDABLE HOUSING AND COMMUNITY  
DEVELOPMENT SERVICES FOR ALL*

## **YOLO COUNTY HOUSING**

### **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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**YOLO COUNTY HOUSING**

**ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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**Part A: INTRODUCTION**

## INTRODUCTION

### 1. Purpose of the ACOP

The purpose of this policy is to establish guidelines for YCH staff to follow in determining eligibility for admission to and continued occupancy of public housing in accordance with HUD regulations.

### 2. Nondiscrimination Policy (24 CFR 5.105)

It is the policy of YCH, also referred to as “YCH” and the “PHA”, to comply fully with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974), Executive Order 11063, Section 3 of the 1968 Civil Rights Act, and with all rules and regulations.

#### YCH Nondiscrimination Statement

Yolo County Housing, in accordance with applicable Federal and State law and Yolo County Housing policy, prohibits discrimination in employment, services, and activities on the basis of race, color, national origin, ethnic group identification, age, physical or mental disability or genetic information, actual or perceived sex, gender, sexual orientation, gender identity or expression, religion, political beliefs, marital status, pregnancy, familial or parental status, covered veteran status, source of income, other legally protected status, or association with a person or group with one or more of these actual or perceived characteristics. YCH affirms its commitment to equal opportunity and equal access to services.

To further its commitment to full compliance with applicable Civil Rights Acts, YCH will provide federal, state, and local information to applicant/participant households regarding discrimination and recourse in the event of discrimination. Such information will be made available during the Pre-Occupancy Briefing and all applicable forms and printed material will be made available to prospective resident families. Materials can also be obtained by visiting the YCH website at <http://www.ych.ca.gov/>.

### 3. Reasonable Accommodation Policy (refer to Appendix D)

YCH is also committed to making reasonable accommodation for persons with disabilities in an effort to maintain a barrier-free environment. This may include reasonable accommodations related to program access or physical access and is not to be construed as special or preferential treatment. Where program modifications are required, they will be related to program access and will not supersede any of the requirements outlined in this policy. Reasonable accommodation may include arranging for assistance in reading or interpreting documents, arranging for alternative meeting locations for interviews or leasing activities, providing translation assistance, or similar actions that are aimed at removing barriers to the program.

In addition, YCH will make reasonable physical modifications to units or buildings if requested and verified as required by an applicant or resident. These could include the addition of a temporary or permanent ramp, the addition of grab bars, the installation of equipment to make unit features accessible or similar actions that are aimed at removing physical barriers. Since YCH maintains

units that are accessible to the mobility or sensory impaired, applicants or residents may be offered occupancy in one of these units as a reasonable accommodation; however, the applicant or resident is not required to accept such a unit offer.

YCH's application will include a section where any applicant can request a reasonable accommodation and/or modification to make the unit accessible to a person with disabilities. Every effort will be made to match the needs of the applicant with appropriate unit features and this could include a reasonable modification of unit features to meet the need of the applicant.

For residents who require reasonable accommodation, a request for that accommodation must be made to YCH and YCH reserves the right to verify the need or request documentation of how the accommodation will address the need. Unless the reasonable accommodation or modification results in undue administrative or financial burden, YCH shall make every attempt to grant the reasonable accommodation or modification. If the applicant or resident requests a reasonable modification at their own expense, YCH will grant such request except in cases where the modification violates local code or result in irreparable damage to YCH's property.

Refer to the appendix for the Reasonable Accommodation Policy.

4. Services for Applicants and Residents with Limited English Proficiency

As part of its effort to maintain a barrier-free environment, YCH will make every attempt to meet the needs of applicants and residents with limited English proficiency. Where a particular need is identified (i.e. a population generally speaking another language exceeds 5% of the overall eligible population), YCH will make every attempt to hire bilingual staff. YCH will also translate vital documents and arrange for translation services.

Regardless, YCH will make every attempt to coordinate with other local agencies; including social service and educational institutions; to provide assistance in reading, understanding, or completing required documents or providing translation services.

Refer to the Limited Assistance Policy (Appendix E).

5. Privacy Policy (24 CFR 5.212)

It is the policy of YCH to facilitate the full exercise of rights conferred on individuals under the Privacy Act of 1974, 5 U.S.C 552A, to ensure the protection of privacy of individuals about whom YCH maintains records under its Low-Rent Housing Program, taking into account the California Public Records Act and Freedom of Information Act.

Therefore, YCH shall not disclose any personal information contained in such records by any means of communication to any person or to another agency unless the individual to whom such information pertains requests or consents to such disclosure or unless such disclosure is authorized under the applicable provisions of the Privacy Act. YCH has determined that disclosure under any other circumstances would constitute an unwarranted invasion of privacy in violation of

the Privacy Act and the United States Constitution. YCH shall refuse any and all requests for any unauthorized and unlawful disclosures. It is important to note that this privacy policy is applicable to the disclosure of participant information and NOT the gathering and use of information necessary to ensure full compliance with HUD regulations governing such items including, but not limited to, the following:

- determining initial and on-going eligibility
- applicable allowances and deductions
- resident rental payments
- current and past assets
- outstanding indebtedness to government as a result of prior participation in other federally-subsidized housing programs

However, no information regarding applicant/participant households will be solicited unless directly attributed to direct or implied responsibilities of YCH.

6. Authority

Eligibility for admission to and occupancy of Low-Income Public Housing is governed by requirements of the Department of Housing and Urban Development, coupled with local requirements. This Admissions and Continued Occupancy Policy (ACOP) incorporates these requirements and is binding upon applicants, residents, and YCH alike, the latter two through inclusion of the ACOP into the Dwelling Lease by reference. Notwithstanding the above, changes in applicable Federal law or regulations may supersede this policy at any point in which they are in conflict.

7. Objectives

The objectives of this policy are to:

- a. Promote the overall goal of healthy, safe, affordable, decent, and sanitary housing in good neighborhoods by:
  - (i) Ensuring a social and economic mix of low-income residents within each public housing neighborhood in order to foster social stability and upward mobility;
  - (ii) Ensuring the fiscal stability of YCH; and,
  - (iii) Lawfully denying admissions or continued occupancy to families whose presence in a public housing neighborhood is likely to adversely affect the health, safety or welfare of other residents or the physical environment of the neighborhood.
- b. Facilitate the efficient management of YCH and compliance with Federal Regulations by establishing the policy basis for management procedures, record keeping, and auditing.

- c. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964 and all other applicable Federal Laws and regulations to ensure that admission to and occupancy of public housing neighborhoods is conducted without regard to race, color, creed, sex, or national origin.
- d. Prescribe standards and criteria for resident selection and annual re-examination of income and family composition.

8. Terminology

The term “s/he” used throughout this document is used in the generic sense to include male/female, singular/plural as appropriate. YCH is also referred to as the “YCH” or the “PHA” throughout this document.

**YOLO COUNTY HOUSING**  
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**Part B: DEFINITIONS**

**DEFINITION OF FAMILY**  
**(24 CFR 5.403)**

**Family**

1. The term "Family" as used in this policy, regardless of actual or perceived sexual orientation, gender identity, or marital status, means:
  - a. A family with or without children;
  - b. An elderly family;
  - c. A near-elderly family
  - d. A disabled family;
  - e. A displaced family;
  - f. The remaining member of a tenant family over the age of 18 who is on the lease; and
  - g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family over the age of 18 who is on the lease.
  
2. The term "Disabled family" as used in this policy means:

A family whose head, spouse, or co-head is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.
  
3. The term "Displaced family" as used in this policy means:

A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
  
4. The term "Displaced person" as used in this policy means:

A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
  
5. The term "Elderly family" as used in this policy means:

A family whose head, spouse, or co-head is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

6. The term “Elderly person” as used in this policy means:

A person who is at least 62 years of age.

7. The term “Live-in Aide” as used in this policy means:

A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- a. Is determined to be essential to the care and well-being of the persons;
- b. Is not obligated to financially or otherwise support the person(s); and
- c. Would not be living in the unit except to provide the necessary supportive services.

A live-in aide cannot become a household member and a household member cannot become a live-in aide during the term of tenancy of the head-of-household. Special circumstances will be considered on a case-by-case basis.

8. The term “Near-elderly family” as used in this policy means:

A family whose head, spouse, or co-head is a person who is at least 50 years of age but below the age of 62: or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

9. The term “Near-elderly person” as used in this policy means:

A person who is at least 50 years of age but below the age of 62.

10. The term “Person with disabilities” as used in this policy means:

- a. Has a disability as defined in section 223 of the Social Security Act;
- b. Has a physical, mental, or emotional impairment that:
  - (i) Is expected to be of a long-continued and indefinite duration;
  - (ii) Substantially impedes his or her ability to live independently; and
  - (iii) Is of such a nature that such ability could be improved by more suitable housing conditions; or

- c. Has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(5)).
- d. Is considered to be a person with disabilities under 2 CA ADC Section 11065.
- d. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for low-income housing under this title, solely on the basis of any drug or alcohol dependence.

## ANNUAL INCOME

### 1. Income

Income is defined at 24 CFR 5.609 and amplified in this policy in those areas within the discretion of YCH.

### 2. Annual Income (24 CFR 5.609)

Annual Income means all amounts, monetary or not, which go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or are anticipated to be received from a source outside the family during the 12-month period following re-examination effective date; and, which are exclusive of income that is temporary, nonrecurring, sporadic, and exclusive of certain other types of income specified in this policy; and, amounts derived during the 12-month period from assets to which any member of the family has access.

#### a. Annual Income includes, but is not limited to:

- (i) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services:
- (ii) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family;
- (iii) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in (ii) above of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family. Where the family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD;
- (iv) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment;

- (v) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (but see "lump sum additions" in this policy);
- (vi) Welfare assistance;
  - (a) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus,
  - (b) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities.
- (vii) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
- (viii) All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling, but see paragraph 5 in the next sub-section regarding special pay);

**b. Annual Income does not include:**

- (i) Income from employment of children (including foster children) under the age of 18 years;
- (ii) Payments received for the care of foster children or foster adults;
- (iii) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (but see "payments in lieu of earnings" in this policy);
- (iv) Amounts that are specifically for or in reimbursement of the cost of medical expenses, when applicable;
- (v) Income of a Live-in Aide, as defined by HUD;
- (vi) Amounts of educational scholarships paid directly to the student or the educational institution, and amounts paid by the Government to a veteran, for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that are available for subsistence is to be included in income;

- (vii) The special pay to a family member in the Armed Forces away from home and exposed to hostile fire;
- (viii) Temporary, nonrecurring or sporadic income (including gifts);
- (ix) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
- (x) Earnings in excess of \$480 for each full-time student 18 years old or older, excluding the head of household and spouse;
- (xi) Adoption assistance payments in excess of \$480 per adopted child;
- (xii) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
- (xiii) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.
- (xiv) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
- (xv) Certain stipends (not to exceed \$200/mo) and other income received by participants in qualified training, self-sufficiency and work incentive programs. Includes CFP training programs.
- (xvi) Earned income:
  - (a) Disallowance of earned income from rent determinations applies when a family member becomes employed after being unemployed for at least one (1) year, or when income increases during the participation in any family self-sufficiency or job training program, or who is or was assisted under TANF within six (6) months and whose earned income increases.
  - (b) Upon expiration of the 12-month period of disallowance of earned income from rent determinations, earned income shall continue to be disallowed for the next twelve (12) months at a rate not to exceed 50% of the amount of the total rent increase that would be applicable in the absence of the disallowance.

- (xvii) Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. When such exclusions are mandated by Federal statute or regulation, they will become effective as prescribed by the Federal government without the necessity to amend this policy. The following is a list of types of benefits that qualify for that exclusion effective February 1998.
- (a) Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4636).
  - (b) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b));
  - (c) Payment to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(g), 5058);
  - (d) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626 (a));
  - (e) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
  - (f) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
  - (g) Payments received under programs funded in whole or in part under the Workforce Innovation and Opportunity Act (29 U.S.C. 3101);
  - (h) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503 2504);
  - (i) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Authority or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an Indian tribe by the Secretary of the Interior (25 U.S.C. 117); and
  - (j) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 that are used to cover the cost of attendance at an educational institution (See 24 CFR 215.1(c)(6), 236.3(c)(6), 813.106(c)(6), and 913.106(c)(6)).

If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.

3. Monthly Income - One-twelfth of Annual income.
4. Adjusted Income (24 CFR 5.611) - Adjusted income means annual income less the following:
  - a. \$400 for any elderly or disabled family;
  - b. The amount by which 10% of the annual family income is exceeded by the sum of:
    - (i) Unreimbursed medical expenses for any elderly family or disabled family (all medical expenses must be Flexible Spending Account (FSA) eligible);
    - (ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each disabled member of the family, to the extent necessary to enable any member of such family (including such disabled member) to be employed.
  - c. Any reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education;
  - d. \$480 for each member of the family residing in the household (other than the head of the household or his or her spouse) who is less than 18 years of age, or is attending school or vocational training on a full-time basis, or who is 18 years of age or older and is a person with disabilities;
  - e. The amount of any earned income of a member of the family who is not:
    - (i) 18 years of age or older, and
    - (ii) The head of the household (or the spouse of the head of the household).
5. Monthly Adjusted Income - One-twelfth of Adjusted Income.

## TOTAL TENANT PAYMENT

1. Determining the Total Tenant Payment is a two-step process. Total Tenant Payment shall be the highest of the following rounded to the nearest dollar:
  - a. 30 percent of monthly Adjusted Income; or
  - b. A minimum rent amount of \$25. Note: QHWRA (Quality Housing Work Responsibility Act) established certain exceptions to the minimum rent requirements relating to hardship, which are discussed in the Rent Collection Policy of this ACOP.

After the highest amount has been determined above, that number is compared to the ceiling rent or flat rent of the unit size that is or will be occupied by the family, and the lower of the amount determined above or the ceiling/flat rent is the Total Tenant Payment.

2. Total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges, such as maintenance charges, late charges, etc.

## OTHER

1. Application: The term application, for the purposes of this policy, refers to the full application completed at the time of the determination of eligibility. See the definition for pre-application below for clarification.
2. Interview: The term interview is defined as in person or by mail.
3. Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare, and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. YCH will not normally determine childcare expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for children.
4. Dependent: A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Disabled Person, or is a Full Time Student. An unborn child shall not be considered a dependent.
5. Designated Housing: A development (or developments) or a portion of a development (or developments) that has been designated in accordance with 24 CFR Part 945.
6. Disabled Assistance Expenses: Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Disabled or Disabled Family member and that are necessary to enable a Family member (including the Disabled or Disabled member) to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.
7. Employed: Any eligible household member 18 years of age or older and is employed. The employment income must be countable under the U.S. Department of Housing and Urban Development's definition of annual income.
8. Enrolled in a Job Training Program: Any eligible household member 18 years of age or older and is currently enrolled and participating in a job training program that prepares the applicant to enter or reenter the job market. Verification shall be required from the job-training program.
9. Extremely Low-Income Family: A family's whose Annual Income does not exceed the higher of 30% of the area median income, as determined by HUD or the poverty guideline established by the Department of Health and Human Services applicable to the family size.
10. Graduate of Job Training Program: Any eligible household member 18 years of age or older is a graduate of a job-training program that prepares the applicant to enter or reenter the job market. Verification shall be required from the job-training program.

11. Head of Household: Head of Household means the adult member of the family who is held primarily responsible and accountable for the family, particularly in regard to lease obligations.
12. Low Income Family: A family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs of unusually high or low family incomes.
13. Medical Expenses: Those medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by Insurance. Medical expenses, in excess of 10% of Annual Income, are deductible from annual income for eligible families. Medical expenses must be Flexible Spending Account (FSA) eligible. Medical expenses must be Internal Revenue Service (IRS) eligible.
14. Military Service: Military service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and since July 29, 1945, the Commissioned Corps of the United States Public Health Service.
15. Minor: A "minor" is a person less than eighteen years of age. (An unborn child may not be counted as a minor but is counted for eligibility of a single, pregnant female.) An infant is a child under the age of two. Unemancipated minors shall not be eligible for participation in the public housing program because they cannot be legally held to a contract.
16. Mixed Population Development: A public housing development, or portion of a development, that was reserved for elderly families and disabled families at its inception (and has retained that character). If the development was not so reserved at its inception, YCH has obtained HUD approval to give preference in tenant selection for all units in the development (or portion of a development) to elderly families and disabled families. These developments formerly were known as elderly developments.
17. Net Family Assets: "Net Family Assets" include the value of, or equity in, real property, savings, bonds, stocks, and other forms of capital investments after deducting reasonable costs that would be incurred in the disposition of such assets. The value of personal property such as furniture and automobiles is to be disregarded in the Net Assets determination. Also, the interests in Indian trust land and equity accounts in HUD homeownership programs is to be disregarded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered as an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.) In determining Net Family Assets, YCH shall include the value of any assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or re-examination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce

settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident received important consideration not measurable in dollar terms.

18. Pre-Application: The term pre-application, for the purposes of this policy, refers to the initial application submitted to YCH. This pre-application is not reviewed or verified by YCH and determinations are made based upon the information submitted by the applicant. The verification and update of the information submitted is required in order to determine eligibility for the program or placement on the waiting list.
19. Public Housing Authority/Agency (PHA): A government entity as authorized by the California Health & Safety Code in conformance with the 1937 Housing Act, as amended, to engage in or assist in the development or operation of housing for lower income families. The term “public housing” includes dwelling units in a mixed finance development that are assisted with capital funds or operating assistance.
20. Rent: For purposes of determining whether an applicant is entitled to a priority for public housing admission based on current rent as a percentage of monthly income (if applicable), rent is defined as the actual amount due, calculated on a monthly basis, under a lease or rental agreement between a family and the family's current landlord, plus any monthly payments that a family makes toward tenant purchased utilities (except telephone) and other housing services. In calculating a family's payments toward utilities and other housing services, YCH will use its reasonable estimate of tenant-purchased utilities and other housing services that are normally included in rent; or if the family chooses, the family's average monthly utility costs, based on the family's utility bills furnished by the family, for the most recent 12-month period, or, where bills are not obtainable for the entire period, for an appropriate recent period.
21. Spouse: Spouse means the husband or wife of the head of household.
22. Tenant Rent: The amount payable monthly by the Family as rent to YCH. Where all utilities (except telephone) and other essential housing services are supplied by YCH, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by YCH and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance.
23. Utility: Electricity, gas, heating fuel, water, sewage services, and trash and garbage collection. Web and tele-communications service is not included as a Utility.
24. Utility Allowance: If the cost of utility (except web and tele-communications) for an assisted unit is not included in the Total Tenant Payment but is the responsibility of the family occupying the unit, an amount equal to the estimate made by YCH or HUD, of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a quality living environment.
25. Utility Reimbursement Payment (URP): The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

26. Very Low-Income Family: A family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for small and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.
  
27. Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by federal, state or local governments.

**PREFERENCES**  
**(24 CFR 960.206)**

YCH will offer the following preferences for the Public Housing Program. During the pre-application period, families can update their preferences in writing. Preferences will be verified at the time of full application (determination of eligibility) and any change in preference status may change the applicant family's total score and may change their position on the waiting list.

Yolo County Resident      The residency preference is limited to the jurisdictional boundaries of the County of Yolo. Use of the residency preference will not have the purpose or effect of delaying admission to the program based on the creed, familial status, sexual orientation, race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family. Applicants who live or work in the County of Yolo at the time of determination of eligibility. [1 Point]

Veteran Preference      Any individual who served in the active military, naval, or air service of the United States who received an honorable discharge or was released from active duty under honorable conditions. This preference also applies to veterans and the surviving spouses of U.S. veterans. [1 Point]

Working Preference      Families with at least one adult who is employed and has been employed for at least 6 months at an average of at least 20 hours per week at the time of determination of eligibility. This definition includes families where at least one adult was employed and is receiving unemployment benefits. This preference is automatically extended to elderly families or a family whose head or spouse is receiving income based on their permanent disability. [1 Point]

Involuntarily Displaced      Families who, within 2 years of the determination of eligibility, are displaced through no fault of their own for one or more of the following reasons. Families will receive credit for this preference only once, regardless of whether or not they qualify under more than one of the instances below. [2 Points]

Natural Disaster

Families that are displaced as a result of a federally-declared natural disaster that extensively damaged or destroyed their dwelling.

Governmental Action

Families that are displaced as a result of governmental action or that reside in dilapidated housing that is cited by local government officials or a local code enforcement agency. This preference applies to housing that

does not provide safe, adequate shelter, has one or more critical defects or a combination of defects requiring considerable repair or endangers the health, safety, and well-being of the family or has been declared unfit for habitation.

Victims of Domestic Violence

Families where the head or spouse is the victim of domestic violence. This preference must be documented by a referral from a social service agency, restraining order, proof of residency in a domestic violence shelter, or other similar means.

Witness Protection

Families that are part of a Witness Protection Program and, after a threat assessment, the applicable law enforcement agency recommends housing the family to avoid or reduce the risk of violence against the family.

Hate Crime

Families who are displaced due to a family member being the victim of one or more hate crimes and the family has vacated the unit because of the crime. Documentation of a hate crime includes a police report clearly indicating the nature of the crime or referral from local law enforcement.

Section 8 Participant

Families who were terminated by YCH from YCH Section 8 Housing Choice Voucher Program solely due to the lack of funding for their assistance. [1 Point]

At pre-application, the family will be placed on the waiting list based upon their total points, thereafter ordered by date and time of application. Preferences will be verified at the time of full application (determination of eligibility) and families must meet the qualification requirements at that time.

Applicants are responsible for updating any information and reporting any changes to their mailing address, contact information, preferences, income, and family composition. Applicants are advised that the failure to update information may dramatically affect their position on the waiting list and full eligibility is determined from the full application.

In the event of a declared natural disaster in or around the service area, YCH may, at its discretion, provide preference to those families displaced as a result of natural disaster and will house evacuees as priority over current applicants on the waiting list. Disaster-affected families that were currently residing in public housing prior to the disaster will be first offered a unit in public housing, if available.

**YOLO COUNTY HOUSING**

**ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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**Part C: ADMISSIONS**

**ADMISSIONS**  
**(24 CFR 960)**

1. Non-Discrimination

The selection of residents for occupancy of available units will be in conformance with federal and state regulations and applicable Fair Housing and Equal Opportunity Requirements, as outlined elsewhere in this policy.

2. Treatment of YCH Employees (24 CFR 982.552)

Employees of YCH strive to provide the highest level of customer service and to conduct themselves in a professional manner. YCH also requires that applicants, residents, and members of the general public conduct themselves in a civil and non-abusive manner. In the event an applicant, resident, or member of the public becomes abusive (either verbally or physically), uses profanity, or otherwise threatens the safety of any employee, they will be asked to leave the premises immediately. Repeated abuse of YCH employees will result in a call to local law enforcement.

YCH reserves the right to deny or terminate assistance in accordance with 24 CFR 982.552 5.c (ix) "If the family has engaged in or threatened abusive or violent behavior toward PHA personnel".

3. Income Targeting (24 CFR 960.202)

YCH will admit for occupancy eligible families and strive for no less than 40% of available dwelling units occupied by eligible families whose incomes at the time of commencement of occupancy do not exceed 30% of the area median income.

4. Deconcentration

YCH will strive to create mixed-income communities and lessen the concentration of very-low income families within YCH's public housing developments through admissions policies designed to bring in higher income tenants into lower income developments and lower income tenants into higher income developments. This policy shall not be construed to impose or require any specific income or racial quotas for any public housing development owned by YCH.

Refer to the appendix for the Deconcentration Policy.

## OUTREACH TO HIGHER INCOME FAMILIES

### 1. Outreach to Higher Income Families

YCH encourages program participation by higher income families. In an effort to create mixed-income communities and lessen the concentration of very-low income families within YCH's public housing developments, YCH will conduct outreach targeted to higher income working families.

### 2. Incentives

In order to achieve deconcentration, YCH may choose to skip an applicant on the waiting list in order to house a family who is willing to accept a unit in a targeted development. YCH may also grant incentive rents (or other incentives) for the purpose of creating mixed income communities and lessening the concentration of extremely low and very-low income families in one area. The applicant family shall have sole discretion of determining whether to accept the incentive and YCH shall not take any adverse action toward any eligible family for choosing not to accept an incentive.

## APPLICATION TAKING

### The Pre-Application Versus the Application

There is a significant difference between the pre-application and the application. Applications begin in the pre-application process to hold a position on the waiting list. This in no way guarantees your eligibility for housing OR your position on the waiting list since the pre-application is not verified by YCH. Reporting incorrect or insufficient information may result in a significant change in the waiting list position once eligibility is determined. It is critical that all pre-application information be accurate and maintained up-to-date.

As an applicant nears the top of the waiting list, a full application is taken in accordance with this policy. All information is verified to determine full eligibility. If, for some reason, the information in the full application conflicts with the information in the pre-application, this could change the applicants position on the waiting list, affect the eligibility for a certain sized unit, or even cause the applicant to be determined ineligible. If an applicant is determined eligible at the full application, they will be offered an upcoming unit as one becomes available.

### The Application Process

All admissions to public housing shall be made on the basis of a personal interview where an application is completed by the applicant family and personnel. The Application for Admission shall constitute the basic legal record of each family applying for admission and shall support YCH's determinations of eligibility status, priority status, rent, and size of unit for which the applicant is qualified. All supplemental materials pertaining to eligibility shall be considered a part of the application record and carefully recorded. This includes verifications of income and family composition and such other data as may be required. The following conditions shall govern the taking and processing of applications:

1. All applicants shall complete a pre-application online and shall provide all information requested in the system.
2. As the applicant nears the top of the waiting list, applicants shall complete and sign a full application and certify, subject to civil and criminal penalties, to the accuracy of all statements made therein. The application shall include:
  - Names and ages of all family members
  - Sex and relationship of all members
  - Street address and phone numbers
  - Mailing address (if P.O. Box or other permanent address)
  - Amount(s) and source(s) of income received by household members
  - Information regarding disabilities (used to determine qualifications or allowances and deductions)
  - Information related to qualification for preferences
  - Social Security Numbers
  - Race/ethnicity
  - Requests for specific accommodation needed to fully utilize program and services

- Proof of citizenship
  - Proof of student status
  - Previous address
  - Current landlord verification
  - Name of emergency contact person and address
  - Criminal background check (all records, once reviewed, will be discarded)
  - Non-family references
  - Assets
  - Credit check
3. Applications for the public housing program will be completed during a one on one interview between the applicant family and YCH personnel and shall be maintained on YCH's computer system. Applicants shall complete and sign the application and certify, subject to civil and criminal penalties, to the accuracy of all statements made therein. YCH reserves the right to require the signature of any or all adult members of the applicant household.
  4. Applicants will be required to submit verification documentation as part of the application process. Applicants will be given a list of required verifications at the time of their interview with designated YCH personnel for the purpose of determining eligibility.
  5. Should applicants fail to provide required verification documentation within time frame established by YCH, their case will be placed in an inactive status and will be required to reapply.
  6. YCH will normally take applications from a central location that will allow for processing by staff persons knowledgeable of the rules and regulations governing resident selection and assignment, but reserves the right to establish satellite locations for application taking.
  7. YCH reserves the right to establish times for taking applications, including by appointment. YCH staff may, at its discretion, provide for application interviews outside normal hours when necessary for hardship reasons.
  8. Insofar as possible, application interviews shall be conducted in private.
  9. Pre-applications shall be updated as applicants report changes in income and family circumstances. All modifications to pre-applications shall be properly documented and the transaction initialed by the staff member making the change. In the event an applicant fails to report changes and is selected from the waiting list, the pre-application will be considered incomplete until the information is verified. If the change does not require a redetermination of eligibility (addition of a minor child, change in income that does not exceed the established income limits, or similar minor change), the Pre-application will retain its original pre-application date and time. If the change does require a redetermination of eligibility requiring a new background check, credit check, or similar significant change, the pre-application will be assigned a new date and time once eligibility is redetermined.
  10. All active pre-applications will be purged periodically; however, no less than once every 3 years. Notification shall be sent via U. S. Mail to each applicant informing them that unless they confirm

their continued interest, the application will be retired from the active file. The family's response must be in writing and may be delivered in person, by mail, or by fax. It is the family's responsibility to ensure that YCH receives the confirmation. In the event that confirmation from the family is not received within 15 calendar days, the family will receive a 2<sup>nd</sup> and final notice informing them that they will be removed from the waiting list unless confirmation is received within the 15 calendar days of the second notice. In the event that confirmation is not received within 15 calendar days, the family will be removed from the waiting list without further notification. When a notification is returned as undeliverable, the family will be removed from the waiting list without further notification. If a family is removed from the waiting list for failure to confirm their continued interest, they may, within 90 calendar days of the date of the second notification, request an administrative review to review the application and may be reinstated for good cause as determined by YCH. After 90 calendar days, reinstatement will not be considered.

11. Applicants on YCH waiting lists for any other type of assisted housing have no status with respect to the Low-Rent Public Housing Program. Applicants must submit separate applications for other programs. Applicants will not lose their place on any other YCH wait list should they make an application for "Low-Rent" public housing.
12. Once an applicant is housed in a public housing unit, they will be removed from all other public housing wait lists as outlined in the Tenant Selection and Assignment Plan.
13. YCH shall maintain such records as are necessary to document the disposition of all applications.

**ELIGIBILITY CRITERIA**  
**(24 CFR 960.201)**

1. YCH shall use the guidelines and procedures prescribed by HUD at the time of applicant processing to make a final determination of household eligibility.
2. All families who are admitted to Public Housing must be individually determined eligible under the terms of this policy. In order to be determined eligible, an applicant family must meet ALL of the following requirements:
  - a. The applicant family must qualify as a family as defined in Part B.
  - b. The single person applicant must qualify as a single person as defined in Part B.
  - c. The applicant's Annual Income as defined in Part B (HUD Secretary's definition) must not exceed income limits established by the Department of Housing and Urban Development for Public Housing in the County of YCH jurisdiction.
  - d. The applicant family must conform to the Occupancy Standards contained in this policy regarding unit size and type and the family will occupy unit as it's sole place of residence.
  - e. The applicant must have a satisfactory record in meeting past financial obligations, especially in payment of rent. In situations where an unsatisfactory record is obtained YCH shall take into consideration extenuating circumstances such as illness, or other incidents beyond the control of the applicant.
  - f. Section 214 of the Housing and Community Development Act of 1980, as amended, prohibits the Secretary of the Department of Housing and Urban Development (HUD) from making financial assistance available to persons who are other than United States citizens, nationals, or certain categories of eligible non-citizens either applying to or residing in specified Section 214 covered programs. Section 214 programs include: Public Housing and Section 8 Housing Choice Voucher Program.
  - g. The applicant family must have properly completed all application requirements, including verifications. Misrepresentation of income, family composition or any other information affecting eligibility, rent, unit size, neighborhood assignment, etc. will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the family may be subsequently evicted, even if the family meets current eligibility criteria at that time.
  - h. Any tenant evicted from federally assisted housing by reason of drug-related criminal activity convictions shall not be eligible for federally assisted housing during the 3-year period beginning from the date of such eviction, unless the evicted tenant successfully completes a rehabilitation program approved by YCH, and/or if the circumstances leading to eviction no longer exists.

- i. If YCH determines that any applicant or household member is a person currently engaging in illegal use of drugs, or currently engaged in criminal activity, or a person convicted of methamphetamine production, a person subject to sex offender registration, a person showing a pattern of alcohol abuse; YCH has the right to use criminal conviction records to make such determinations. Any of the above are subject to denial. In accordance with HUD guidance outlined in PIH Notice 2015-19, YCH will not consider an arrest as evidence of criminal activity for the purpose of denial of admission to the public housing program. YCH may consider the conduct of the individual is not suitable for tenancy if there is sufficient evidence other than the arrest record.

QWHRA further stipulates that individuals convicted of manufacturing or producing methamphetamine on federal property will be permanently denied admission to public housing and a current resident's tenancy will be immediately and permanently terminated if convicted of manufacturing or producing methamphetamine.

- j. Notwithstanding any other provision of the law, YCH shall prohibit admission to public housing for any household with a member who YCH determines is illegally using a controlled substance; or, YCH determines that it has reasonable cause to believe that such household member's illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

In determining whether to deny admission to public housing to any household based on a pattern of illegal use of a controlled substance or a pattern of abuse of alcohol by a household member, YCH may consider whether such household member:

- i. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable);
  - ii. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable); or
  - iii. Is participating in a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable).
- k. YCH shall prohibit admission for any applicant or member of the applicant's household that YCH determines is subject to a lifetime registration requirement under a state sex offender registration program. YCH will conduct sexual offender registration background checks on all household members, ten (10) years of age or older.

3. Substance abuse as described in this policy and drug-related criminal activity as described in this policy shall include, but not be limited to, the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as

defined in section 102 of the Controlled Substances Act (21 U.S.C. 802), and Section 428 of the FY 1999 HUD Appropriations Act).

4. Sources of information for eligibility determination may include, but are not limited to, the applicant (by means of interviews or home visits), landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by the particular circumstances. YCH may not deny admission to an applicant based solely on an arrest record of the applicant or any member of the applicant's family. Information relative to the acceptance or rejection of an applicant shall be documented in accordance with Part C: Verification, and placed in the applicant's file. Such documentation may include reports of interviews, letters or written summaries of telephone conversations with reliable sources. At a minimum, such reports shall indicate the date, the source of information, including the name and title of the individual contacted, and a summary of the information received.
5. In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct or to factors that might indicate a reasonable probability of favorable future conduct or financial prospects. For example:
  - a. Evidence of rehabilitation.
  - b. Evidence of the applicant family's participation or willingness to participate in social services or other appropriate counseling service programs and the availability of such programs.
  - c. Evidence of the applicant family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.
  - d. In the case of applicants whose capacity for independent living and discharge of lease obligations is in question, the resources actually available in support of the family, such as visiting nurses, homemakers or Live-In caretakers.
6. Tenancy at properties for elderly and/or disabled persons will be based upon the applicant's ability to live independently or to live independently with supportive services.
7. YCH will not unnecessarily segregate individuals with disabilities to particular areas or developments. YCH will provide assistance to enable all individuals with disabilities to meet legal requirements; for example, YCH could provide interpreters, Braille or taped versions of leases, recertifications, and other legal documents, whatever is appropriate.
8. In the event an individual is refused housing based on one or more of the above screening criteria, s/he may request in writing an informal review to the General Director, or his/her designee.
9. United States Citizenship and Immigration Service (USCIS) Denial (24 CFR 5). Assistance to applicant shall be denied in accordance with the procedures for any of the following events:

- (i) Evidence of citizenship (i.e. the Declaration) and eligible immigration status is not submitted by the date specified or by the expiration of any extension granted; or,
- (ii) Evidence of citizenship and eligible immigration status is submitted on a timely basis, but USCIS primary and secondary verification does not verify eligible immigration status of all family members. This determination shall not be final while the family pursues an administrative process through USCIS.

## SCREENING

1. Under section 575 of the Quality Housing and Work Responsibility Act (QHWRA), YCH will require, as a condition of providing admission to YCH, that each adult member of the household provide a signed, written, authorization for YCH to obtain records regarding such member of the household from the National Crime Information Center, police department, and other law enforcement agencies.

Before an adverse action is taken with respect to an applicant for occupancy on the basis that an individual is subject to a lifetime registration requirement under a state sex offender registration program, YCH shall provide the applicant with a copy of the registration information and an opportunity to dispute the accuracy and relevance of that information.

2. In accordance with the YCH Applicant Screening Policy, each applicant for housing in its dwelling units shall be screened in accordance with its existing policies and that appropriate screening shall be conducted so that admission shall be denied to a public housing applicant who:
  - a. was evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity; or
  - b. has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing; or
  - c. YCH determines an applicant is illegally using a controlled substance; or
  - d. YCH has reasonable cause to believe an applicant illegally uses a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
  - e. is subject to a lifetime registration requirement under a state sex offender registration program.

The term "appropriate screening" refers to the YCH's applying discretion to consider all available information when making a decision to deny admission.

3. To implement this policy, YCH, in addition to existing screening procedures, also will use the following procedures:
  - A. *Criminal History*—The applicant and all adults listed on the application must sign a release allowing YCH to request a criminal history report. The YCH then shall make request to the appropriate agency for a criminal history report or local police records.

If YCH uses information contained in a criminal history report as grounds for denying housing assistance and the applicant requests an informal hearing on the denial, a copy of the criminal history will be provided to the applicant at the hearing, if permitted by

local state, or federal law, and the applicant shall be allowed to dispute the accuracy or relevancy of the criminal history report.

- B. *Illegal Use of a Controlled Substance*—Admission shall be denied to any person who YCH determines is illegally using a controlled substance. In addition to any information regarding illegal use of a controlled substance that appears on the criminal history report, YCH also shall rely upon information obtained from other sources, such as local police incident reports, landlords, employers, social service agencies, substance abuse centers, acquaintances (including current tenants) who may contact the YCH to volunteer information, YCH records of complaints received about drug activities involving any of its tenants in which the applicant is a participant of such activities, or any other appropriate source. YCH shall examine carefully all such information obtained from other sources to determine that there is reasonable cause to believe that the person's pattern of illegal use of a controlled substance may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- C. *Alcohol Abuse*—Admission shall be denied to any person when YCH determines that there is reasonable cause to believe that the person's pattern of abuse of alcohol may interfere with the health and/or safety, or the right to peaceful enjoyment of the premises by other residents. In making such determination, YCH shall rely upon relevant information obtained from local law enforcement agencies, social service agencies, landlords, employers, alcohol abuse centers, acquaintances (including current tenants) who may contact YCH to volunteer information, or any other appropriate source. YCH shall examine carefully all such information obtained to determine whether it has reasonable cause to believe that the person's pattern of abuse of alcohol may interfere with the health and/or safety, or the right to peaceful enjoyment of the premises by other residents.
- D. *Waiver of Policies*—YCH may waive policies prohibiting admission if the person demonstrates to YCH's satisfaction that the person no longer is engaging in illegal use of a controlled substance or abuse of alcohol and:
- has successfully completed a supervised drug or alcohol rehabilitation program;
  - has otherwise been rehabilitated successfully; or
  - is participating in a supervised drug or alcohol rehabilitation program.
- E. *Ineligibility if Evicted for Drug-Related Activity*—Persons evicted from any federally-funded public housing program because of drug-related criminal activity are ineligible for admission to public housing for a three-year period beginning on the date of such eviction. (Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.) YCH shall use information contained in its own files, or information obtained from other housing agencies to make a determination that the person is ineligible. This requirement may be waived if:

- the person demonstrates successful completion of a rehabilitation program approved by YCH, or
- the circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person is incarcerated.

*Disability Not An Issue*—The purpose of the above applicant screening procedures is to prohibit admission to YCH's housing of any person that it determines to be likely to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. In considering the elements leading to the determination, YCH shall not focus on whether the applicant happens to have a disability; rather, the focus shall be on whether the person's recent behavior indicates that s/he would likely continue to engage in behavior that would be in non-compliance with the dwelling lease.

4. The applicant's signed written consent shall expire automatically after YCH has made a final decision to either approve or deny the applicant's application for admittance to public housing.
5. Conditions for Denial
  - a. The applicant or resident currently owes rent or other amounts to a PHA or to another agency in connection with HCV, Public Housing, or any other subsidized affordable housing program operated by the PHA.
  - b. The applicant has committed any fraud in connection with federal housing assistance program.
  - c. New admission has breached an "Agreement to Repay" any monies due YCH. If the applicant owes money as a prior participant, the applicant will not be accepted, nor placed on the waiting list, until payment in full has been received.
  - d. The applicant family must have no record of eviction or for disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse; or, any ongoing pattern over the last three years of tenancy history that would reasonably be expected to adversely affect:
    1. The health, safety, or welfare of other residents;
    2. The peaceful enjoyment of the neighborhood by other residents; or
    3. The physical environment and fiscal stability of the neighborhood.
  - e. The applicant family must not have a record of grossly unsanitary or hazardous housekeeping that meets the definition of a health and safety code violation. For example, this could include the creation of a fire hazards, infestation due to improperly disposed of garbage/trash, serious

neglect of the premises affecting neighbors and the community, neglect to mitigate mildew/mold issues in unit caused by tenant. This is verified through photographic or documented evidence by previous or current landlords. When a qualified agency is successfully working with the applicant family to improve its housekeeping, the decision as to eligibility shall be reached by the General Director and/or s/he designee

- f. The applicant must not have a history of non-compliance with rental agreements including failure to comply with the terms of the rental agreements on prior residences, such as providing shelter to unauthorized persons, keeping pets or other acts in violation of rules and regulations.
- g. Selected families must have capacity to comply with all terms and conditions of the lease. Families needing more information regarding reasonable accommodations, see Appendix D.
- h. A former resident who owes a balance to YCH or any other PHA will not be considered for re-admission until the account is paid in full.
- i. Co-signers may be considered for an applicant if income, credit, or landlord reference is in question. All co-signers must be approved by the General Director and/or her/his designee.

## RECORDS MANAGEMENT AND CONFIDENTIALITY

### 1. Records Management

- a. All records obtained for the purpose of applicant screening shall be maintained confidentially and in accordance with applicable federal and state laws and in accordance with YCH Records and Retention Policy.

### 2. Confidentiality

YCH receiving information for the purpose of applicant screening shall not be disclosed to any person who is not an officer, employee, or authorized representative of YCH and who has a job-related need to have access to the information in connection with admission of applicants, eviction of tenants, or termination of assistance. For judicial eviction proceedings, disclosures may be made to the extent necessary.

Any officer, employee, or authorized representative of YCH who knowingly and willfully requests or obtains any information concerning an applicant for, or tenant of YCH, under false pretenses, or any officer, employee, or authorized representative of YCH who knowingly and willfully discloses any such information in any manner to any individual not entitled under law to receive it, shall be guilty of a misdemeanor and subject to the fines of the state.

**VERIFICATION OF INCOME AND CIRCUMSTANCES**  
**(24 CFR 960.259)**

No applicant family shall be admitted to public housing without thorough verification of income, family composition and all other factors pertaining to the applicant's eligibility, rent, unit size and type, priority rating, etc. The same type of verifications are required to process any interim or annual re-examination for public housing residents. Complete and accurate verification documentation shall be maintained for each applicant and resident. Such documentation may include, but is not limited to, the following:

1. Letters or other statements from employers and other pertinent sources giving authoritative information concerning all items and amounts of income and deductions, together with other eligibility and preference determinations;
2. Third party verification forms supplied by YCH and returned properly completed by employers, public welfare agencies, etc.;
3. Originals, photocopies, or carbon copies of documents in the applicant's possession which substantiate his statements, or a brief summary of the pertinent contents of such documents signed and dated by the staff member who viewed them. Such documents must be within 60 days current. No determinations will be made based upon information/documents more than two (2) months old;
4. Statements from self-employed persons, and from persons whose earnings are irregular, such as salesmen, etc., sworn to before a Notary, setting forth gross receipts, itemized expenses and net income (expenses incurred for business expansion or amortization of capital indebtedness are to be included in net income);
5. Memoranda of verification data obtained by personal interview, home visit, telephone, or other means, with source, date received, name and title of person receiving the information clearly indicated, and a summary of information received;
6. Certified birth certificates, or other substantial proof of age, to support claims to the various entitlements in these policies for each member of the household;
7. Proof of disability, or of physical impairment, if necessary to determine the applicant's eligibility as a family or entitlement to consideration under the criteria established in these policies, provided in written form by the appropriate government agency or medical professional;
8. Statements from landlords, family social workers, parole officers, court records, drug treatment centers, clinics, physicians, State Department of Law Enforcement, county sheriff's department or police departments, where warranted in individual cases;
9. Receipts for utility services;
10. For households reporting "zero" income, YCH will require statements and verification from parties who are identified as providing non-cash contributions such as groceries and clothing;

11. When verification cannot be accomplished by either form of third party verification or review of documents, the applicant/resident will be required to submit a notarized statement.

12. Verification of Citizenship/Eligible Immigrant Status (24 CFR 5.512)

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by federal regulations and must have their status verified by Citizenship and Immigration Service (USCIS). Each family member must declare his or her status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending.

- a. Citizens or Nationals of the United States. A signed declaration of U.S. citizenship under penalty of perjury. YCH will also require either a U. S. Birth Certificate or a U. S. Passport.
- b. Eligible Immigrants who were Participants and 62 years of age or over on June 19, 1995. A signed declaration of eligible immigration status and provide proof of age.
- c. Noncitizens with eligible immigration status. A signed declaration of status and verification consent form and original immigration documents that are copied front and back and returned to the family. YCH will verify the status through the USCIS SAVE system. If this primary verification fails to verify status, YCH will request within ten (10) days that the USCIS conduct a manual search.
- d. Ineligible family members who do not claim to be citizens or eligible immigrant must be listed on a statement of ineligible family members signed by the head of household or spouse.
- e. Noncitizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide. If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as the final verification other factors of eligibility. For participants, it is done at the first regular recertification after June 19, 1995. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated.

Extensions of Time to Provide Documents. Extensions must be given for persons who declare their eligible immigration status but need time to obtain the required documents. The length of the extension shall be based on individual circumstances.

Acceptable Documents of Eligible Immigration. The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)
- Employment Authorization Card (I-688B)
- Receipt issued by the USCIS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

13. YCH shall require the family head and other such family members as it designates to execute a HUD-approved release and consent authorizing any depository or private source of income, or any Federal, state, or local agency to furnish or release to YCH and to HUD such information as YCH or HUD determines to be necessary. Because eligibility for Federal Housing Assistance is not based on a "declaration system" but upon verification of actual income and family circumstances, YCH is not limited to verification of data supplied by applicants or residents. Failure of an applicant to cooperate with YCH in obtaining verifications will result in the application being declared incomplete and inactive. A tenant who fails to cooperate or to release information may be evicted. In addition, interim rent reductions will not be made for residents until after receipt of all required verifications. In consideration of the privacy rights of residents and applicants, YCH shall restrict its requests to those matters of income, family composition and other family circumstance which are related to eligibility, rent, unit size and type, admission priority rating, or other lawful determinations made by YCH. If the verified data as listed in this policy are not more than two months old at the time an applicant is selected for admission, and the applicant certifies by written statement that no change has occurred in his status, the data will be considered as reflecting the applicant family's status at the time of admission. If data are more than two months old, all factors are to be re-verified and findings recorded. As part of the application record of each applicant determined to be eligible for admission, the admitting officer or his supervisor shall certify that an investigation has been made of such family and that on the basis of this investigation, it has been determined that the applicant and his family meet all the conditions governing eligibility.

14. Special verification requirements for earned income disallowance

All residents who desire to claim an earned income exclusion under the earned income disallowance, must report the new earned income or increased income within fifteen (15) calendar days after they begin. Failure to accurately and promptly report changes in employment or increased income (or other changes in income or family circumstances affecting eligibility for the same) will result in denial or loss of the earned income exclusions. If such failure results in the resident paying lower rent than s/he would have otherwise been required to pay, the resident is subject to the same penalties for any other failure to report income, including retroactive rent. Residents qualifying under the earned income disallowance must report all changes in income within fifteen (15) calendar days after they occur.

In addition to such other verification as YCH shall require any resident or applicant claiming an earned income exclusion to supply documentation in a form prescribed by YCH from employers and social services agencies, as applicable.

No resident is automatically entitled to an earned income exclusion. Determination of the eligibility for the earned income exclusion is the sole responsibility of YCH. Notwithstanding the above, it is the responsibility of the resident to supply the complete and accurate information that YCH requires to make an eligibility determination.

In the event that YCH determines that the information supplied by the resident and/or training agency is not adequate to determine eligibility, YCH may require additional information beyond that originally submitted. No exclusions will be granted until all required information is obtained and verified.

An adverse decision on the eligibility of an existing resident for an earned income exclusion may be appealed through the resident grievance procedure (subject to limitations of that procedure, especially as they pertain to the inapplicability of the procedure to policy issues), but YCH shall not be liable for any retroactive payments due to reversal of an initial determination.

As with other interim rent changes, any reduction in rents, which result from the application of this policy, shall be effective on the first day of the month following that month in which the eligibility for the deduction is determined. YCH shall not be liable for retroactive reductions if the resident fails to report the change within the required time period.

Rent increases resulting from expiration of the earned income disallowance period provided under the earned income exclusion, are effective on the first day of the following month. All other rent increases resulting from the application of this policy, are implemented in the same manner as other increases resulting from changes in income or benefits. If the resident complies in an accurate and timely manner with all reporting requirements, (including requirements to report any changes in training or employment status which affect eligibility for exclusions) any increase in rent will be effective on the first day of the second month after the income changes are reported. Failure to meet reporting requirements will result in rent increase retroactive to the date the change actually took place.

15. Summary of Verified Data: A summary of verified information shall be prepared upon receipt of all required verification documentation and shall include the following determinations:
  - a. Eligibility -- the applicant meets the definition of Family as defined in this policy and income is within the appropriate income limits for admission.
  - b. Preferences
  - c. Date and time of completed application
  - d. Size of unit needed by family
  - e. Income Exclusions and Rent to be paid

**DETERMINATION AND NOTIFICATION OF ELIGIBILITY**  
**(24 CFR 960.208)**

1. As YCH forecasts unit availability, a certain number of pre-applicants will be pulled from the top of the waiting list and a full application is taken. YCH will verify the applicant's preference and will determine the applicant family's eligibility for public housing in accordance with the provisions of this policy. In the event an applicant family retains their position on the waiting list, the family will be offered housing based upon their rank. If the preference cannot be verified or is determined to be invalid, the family will be ranked on the waiting list based on the new preference determination.
2. Applicants that appear to be eligible will be notified that its eligibility determination is tentative in nature, being largely based on declarations made by the applicant family and is subject to further reviews prior to admission.
3. Thorough investigation of each application will be conducted during the Applicant Interviews. Eligibility will be verified by YCH staff within the provisions of this policy. The Applicant Interview will be conducted at the time that the application is submitted for review.
4. In all cases, YCH reserves the right to withdraw any determination of eligibility, tentative or otherwise, when additional information indicates that the prior determination was inappropriate.
5. In the event an applicant family is determined to be ineligible, the PHA must send a formal notice of rejection to an applicant who is rejected for admission. The applicant family shall also be informed in writing of the basis for this determination. An applicant family does not have the right to use the Tenant Grievance Procedure, but will be given, upon request, the opportunity for an informal review to present such facts as it wishes. The applicant family will be advised that should an informal review be desired, a written request to this effect must be received by YCH within 15 calendar days of the date of the notification of ineligibility.

YCH notice in writing will include the following:

- Clearly state the reason for the rejection;
- State the time period and process for requesting an informal review;
- If the denial is for criminal activity, include language offering the applicant a copy of the criminal records and an opportunity to dispute the accuracy and relevance of the record; and
- Provide notice to the applicant that a person with a disability has the opportunity to request consideration for reasonable accommodations.

6. Informal Review

- a. If a request for a review is received within the specified fifteen (15) calendar day period YCH will notify the applicant, in writing, of the scheduled time and date of review.
- b. The review will be conducted by person(s) other than those who made or approved the decision and their subordinates.

- c. The applicant shall be provided the opportunity to controvert evidence and arguments in support of their eligibility. Evidence may be considered without regard to admissibility under rules of evidence applicable to judicial proceedings.
- d. The applicant will be apprised that they may be represented by legal counsel or other representative at his/her own expense.
- e. YCH will present fact based evidence for its decision. The applicant may also present his/her position.
- f. Upon completion of the review and based solely on the facts provided, a written final decision will be provided to the applicant family and YCH within 15 calendar days. The decision shall state the basis for the decision.
- g. YCH will not be bound by a decision of the informal review where it is determined by the General Director or designee that the reviewer exceeded his/her authority or has made a determination which is inconsistent with HUD regulations, federal statute, or state or local law that imposes obligations on applicants or residents.
- h. If the decision to deny is overturned as a result of the informal review, processing for residency will resume.
- i. The record of such review/determination will be maintained by the YCH Eligibility Division.

## OCCUPANCY STANDARDS

To avoid overcrowding and prevent wasted space, units are to be leased in accordance with the occupancy standards set forth below. If there should be a dwelling unit that cannot be filled with a family of appropriate size, after all possible efforts have been made to stimulate applications, a family eligible for the next smaller size unit may be offered such unit. This shall be with the understanding that the family is subject to later transfer to a unit of the proper size.

Generally, YCH assigns units on the basis of two persons per bedroom regardless of the age, sex, or relationship of the members of the household. YCH considers the living room able to be used as a sleeping area, if necessary, in order to accommodate individual family needs. YCH does not dictate where family members sleep or who occupies which room or rooms in the unit.

A live-in aide may reside in the unit to provide necessary supportive services for a member of the assisted family who is a person with disabilities. A live-in aide will be allocated one bedroom. This principle also applies when a person with disabilities chooses to reside in certain special housing types: congregate housing, a group home, shared housing, or a cooperative.

<b>Unit Size</b>	<b>Minimum # of Persons/Household</b>	<b>Maximum # of Persons/Household</b>
0 BR	1	2
1 BR	1	3
2 BR	3	5
3 BR	4	7
4 BR	6	9
5 BR	8	11

YCH may grant exceptions to the above occupancy standards, at its sole discretion, for a reasonable accommodation. At YCH's discretion, YCH may admit a family into a larger unit in order to meet the specific needs of the family or to improve occupancy. This determination shall be made on a case-by-case basis.

**TENANT SELECTION AND ASSIGNMENT PLAN**  
**(24 CFR 960.202)**

1. Applicant Ranking

Applications will be filed and selected by unit type and size; by preference; and by date and time of application. If an applicant claims a preference or preferences, they are ranked by preference score and then by date and time of application within that score. Applicants who claim no preference are placed below all preference applicants by date and time of application.

2. Waiting List

YCH has a total of six (6) waiting lists, by geographical area) as follow and applicants are free to apply for any, some, or all of the areas:

Woodland, (CA 44-1 and CA 44-7)  
Winters (CA 44-2, CA 44-8, CA 44-18, and CA 44-25)  
Esparto (CA 44-4)  
Knights Landing (CA 44-5)  
Yolo (CA 44-6)  
West Sacramento (CA 44-15, CA 44-17 and CA 44-28)

There is no further subdivision within each waiting list (i.e. an applicant cannot designate a specific property in areas where there are more than one property). The application on each waiting list is treated independently, even if it is the same family.

3. Waiting List Skipping

YCH may skip a higher-income eligible applicant family to the top of the waiting list (either jurisdiction-wide or site-based waiting lists) if a dwelling unit in a development becomes vacant and the development requires a higher income family to meet YCH's income targeting goals.

YCH may also skip a lower-income eligible applicant family to the top of the waiting list (either jurisdiction-wide or site-based waiting lists) if a dwelling unit in a development becomes vacant and the development requires a lower income family to meet YCH's income targeting goals.

4. Applicant Selection and Assignment

YCH will select applicants for participation without discrimination based on race, color, sex, creed, or national origin nor deny any family or individuals the opportunity to apply for assistance under the Low-Rent Housing Program. Neither will YCH discriminate because of religion, age, physical or mental disability, medical condition, pregnancy, parenthood, familial status, marital status, military or veteran status, political affiliation, actual or perceived sexuality, or gender identity.

The selection of residents for occupancy of available units will be in conformance with all HUD guidelines and regulations and applicable Fair Housing and Equal Opportunity Requirements.

## 5. Americans with Disabilities Act (ADA) Dwelling Units

- a. When a unit that meets a specific need (e.g., a unit designed to accommodate a disabled person requiring the use of a wheelchair) becomes available, that unit will be offered in the following order:
  - The unit will be offered first to a current resident of another unit managed by YCH having disabilities and requiring the accessibility features of the vacant unit.
  - If no such resident exists, the unit will be offered to the next eligible applicant on the waiting list requiring that special unit.
  - If there are no applicants on the waiting list needing a specially designed unit, the unit will then be offered to those eligible qualified applicants in their normal sequence.
- b. Elderly applicants will be given preference for units designed specifically for elderly occupancy. Near Elderly Single Persons will be given preference over Non-Elderly Single Persons for units designed specifically for elderly occupancy.

## 6. Dwelling Unit Offers

**One unit offer:** YCH operates site-based wait lists in its' public housing portfolio. If YCH makes a unit offer to an applicant from the designated site wait list and that unit is rejected, the applicant will be removed from that site-based wait list. The family will remain on any and all other site-based wait lists. (For example, a family is determined eligible for Vista Montecito in Esparto. If the family denies the unit because they want to live in West Sacramento, the family will be removed from the Vista Montecito wait list but will remain on all other site-based wait list unless they request "in writing" to be removed.)

When the applicant is matched to the specific unit, that dwelling unit becomes "unrentable" until the offer is made and accepted or rejected. In order to reduce vacancy loss, it is necessary that processing from this point move as quickly as possible. To that end, the following conditions shall apply to dwelling unit offers:

- a. As an applicant moves nears the top of the waiting list, YCH will contact the applicant family to determine continued interest, to update the application for final processing, to alert the applicant that an offer is likely in the very near future, and to inform the applicant about the requirements for move-in (i.e. utility deposits, security deposits, etc).
- b. Upon availability for occupancy, an applicant will be offered a unit and the opportunity to see it.
- c. Upon offer of an apartment, the applicant shall have 5 (five) calendar days to accept or reject the unit offered. Additional business days may be granted if necessary to allow the applicant to inspect the apartment or as a reasonable accommodation. Failure to give an answer within the prescribed time period shall be counted as rejection of the offer.

- d. Upon acceptance of the offer, the applicant will then be assigned a deadline for move-in. Before the end of this period, the applicant must complete all outstanding pre-occupancy requirements, such as joint unit inspection, establishment of utility services, leasing interview, and lease execution. Failure to complete move-in requirements within the assigned period will result in withdrawal of the offer and inactivation of the application.

7. Unit Refusals

- a. Applicants will be made one (1) offer of a unit of appropriate size and type from the site-based wait list. Should the family reject the offer, the family will be removed from that site-based wait list unless the family refuses for good cause (see h)
- b. Applicants not responding to an offer of housing by YCH shall be ruled ineligible and their application will be removed to the inactive/ineligible file and so documented.
- e. An applicant will have five (5) calendar days to accept or reject an offer of housing after receipt of notice of unit availability. Failure to respond to a notice of unit availability will be treated as a no response.
- f. Any other wait list the applicant may be on will remain unaffected.
- g. In accordance with the YCH Reasonable Accommodation Policy appendix to the ACOP, a unit refusal may be reasonable as an accommodation due to disability. (Example: Unit offer is two story and the disabled individual has difficulty climbing stairs.)
- h. Good Cause for refusal of unit:
  - Unit is not ready for move-in at the time of the offer of housing. Ready for move in means the unit has no Uniform Physical Condition Standard (UPCS deficiencies).
  - Inaccessibility to source of employment, education, or job training, children's day care, educational program for children with disabilities, so that accepting the unit offer would require the family undue hardship.
  - The family demonstrates to YCH's satisfaction that accepting the offer will place a family member's life, health or safety in jeopardy.
  - A health professional verifies temporary hospitalization or recovery from illness of the head of household, other household members or live in aide.
  - Elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing as outlined in "g".

**LEASING OF DWELLING UNITS**  
**(24 CFR 966 Subpart A)**

1. Lease Agreement

- a. The head of the household and all adult household members age 18 years and older of each family accepted as a tenant are required to execute a lease agreement in such form as YCH shall require prior to actual admission. One copy of the lease will be given to the lessee and the original will be filed as part of the permanent records established for the family.

The head of household according to the Lease will be legally responsible for the family unit and will be held liable for the conduct of the family members and guests and for the needs of the family.

- b. Each lease shall specify the unit to be occupied, the date of admission, the size of the unit to be occupied, all family members who will live in the unit, the rent to be charged, the date rent is due and payable, other charges under the lease, and the terms of occupancy. It shall be explained in detail to all adult members of the household before execution of the lease. All adult members of the household must sign the lease in front of the appropriate YCH representative.
- c. The lease shall be kept current at all times. If a resident family transfers to a different unit in the same or another YCH community, the existing lease will be canceled. A new lease will be executed for the unit to which the family is to move by the head of household and will be signed by all adult members of the household.
- d. In accordance and in conformance to state and federal law, YCH will append documents to the lease and reserves the right to do so.
- e. Cancellation of a tenant's lease is to be in accordance with provisions of the lease. In general, it is YCH's adopted policy to cancel leases for good cause.

2. Security Deposit

Prior to occupancy, the resident shall provide a security deposit to YCH as designated in the Lease Agreement.

Security deposits shall be returned to the tenant in accordance with state law.

## ADMISSION OF ADDITIONAL MEMBERS TO A CURRENT HOUSEHOLD

1. Application Procedure – The Head of Household that wishes to add members to their household must submit a written application to their property manager/housing specialist.
2. Eligibility Criteria:
  - a. All new member(s) must be determined eligible in accordance with Part C eligibility criteria of this document
  - b. Minor children added to the household must meet the definition of family. Documentation of foster status, temporary custody, permanent custody, legal guardian status, or adoption must be provided before adding minor children to the household.
  - c. The unit in which new members are requesting admission shall not be overcrowded and shall be maintained in accordance with Part C of this document.
3. Application Denial. YCH may deny the application for any of the following reasons:
  - a. Applicant(s) do not meet Eligibility Criteria as defined in Part C of this document.
  - b. The dwelling unit is overcrowded or would exceed the Occupancy Standards as defined in Part C of this document.
  - c. Applicant(s) do not meet the criteria for family as established in Part B of this document.
  - d. The live in aide applies to become a household member.
4. Additions that do not Require Approval of the Applications. YCH shall not deny approval for any of the following:
  - a. Newborn infants of members currently on the lease.
  - b. Minor children of members currently on the lease who was removed from their care and who are otherwise eligible and being returned.
5. House Guests. A house guest is defined as a person temporarily staying in the unit with consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. House guests staying with the family for a period in excess of fourteen (14) consecutive days or a total of 30 cumulative calendar days during any 12 month period shall be permitted only upon advance written consent of the Real Estate Services Supervisor or designee.

YCH may require the resident family or guest to provide documentation of the guest's residency elsewhere. Examples of this documentation include a current lease or proof of ownership, current

household bills in the name of the guest at another location, or a notarized statement from the owner of the guest's residence.

YCH may inspect the unit to assess the guest's status and verify that the guest has not been added to the household. If YCH determines the guest is residing in the unit, the resident will be required to add the person to the household, subject to those requirements.

Former residents who have been evicted and would be considered trespassing on YCH property are not permitted as overnight guests.

Violation of the guest policy may result in the guest being placed on YCH's no trespass list.

### **OPERATING A BUSINESS IN THE UNIT**

Prior to making a determination the resident shall request YCH's permission in writing and include in the request a complete outline of business activities and other data as requested by YCH. When a resident desires to operate a legal business from the leased unit, YCH shall use the following factors in determining whether or not such activities are incidental to the primary use of the leased unit:

- a. The effect on YCH Insurance Coverage;
- b. Utility Consumption;
- c. Possible Damage to the leased unit;
- d. Estimated traffic and parking;
- e. Disturbance of other residents;
- i. Local Building codes, requirements for license or governmental approval
- j. Local Zoning Ordinances;

## SPECIAL OCCUPANCY PROVISIONS

### 1. Occupancy by Police Officers (24 CFR 960.505)

YCH may allow a police officer (s) who is not otherwise eligible for residence in public housing to reside in a dwelling unit for the purpose of increasing security for residents of YCH.

A “police officer” means any person determined by YCH to be, during the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a federal, state, or local government or by any agency thereof.

#### Terms and Conditions of Tenancy

YCH shall make known to federal, state, city and county law enforcement agencies within YCH’s jurisdiction of YCH’s policy to allow police officers to reside in a public housing dwelling unit. Police officers will be required to submit proof of family size and proof of full-time employment as a police officer. The police officer will be charged ceiling or flat rent for the unit. The police officer(s) will be required to sign a dwelling lease and will be bound by the provisions of the lease. Family composition and proof of employment will be re-examined not to exceed 12 months of occupancy of the unit. Loss of status of full-time employment as a police officer will result in an interim re-examination to determine income eligibility. If the resident does not meet income eligibility requirements following loss of full-time employment as a police officer, the resident will be issued a notice to vacate the unit.

Police officer(s) will be assigned vacant units within the developments stipulated above. If the development(s) is/are 100% occupied, and a police officer has completed the required paperwork for occupancy of a dwelling unit, the next available dwelling unit in the target developments will be offered to the police officer. Current residents will not be required to vacate units for occupancy by police officers unless the resident agrees to move and there is a comparable unit available for the family. In such a case, YCH will pay moving expenses for the family.

**YOLO COUNTY HOUSING**

**ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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**Part D: CONTINUED OCCUPANCY**

## ELIGIBILITY FOR CONTINUED OCCUPANCY

For residents to be considered eligible for continued occupancy, the following must apply:

1. Who qualifies as a family as defined by federal requirements and this policy (see definition in Part B of this policy).
2. Who conform to the Occupancy Standard established for lower income housing. (see Part C of this policy)
3. Whose past performance in meeting financial obligations, especially rent, and other charges, is satisfactory; and
4. Whose family members have no record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse, or any other history that may be reasonably expected to adversely affect:
  - a. The health, safety, or welfare of other residents
  - b. The peaceful enjoyment of the neighborhood by other residents
  - c. The physical environment of the neighborhood.
5. Who are in continued compliance with Section B of this policy.
6. Who have not been involved in drug related or criminal activity.
7. Who have not been convicted of a crime.
8. Who are not currently engaging in the use of controlled substances and/or engaging in alcohol abuse.
9. Who is not subject to a lifetime registration requirement under the state sex offender registration program.
10. Who meet the community service requirements as outlined in Part D of this policy, Community & Self Sufficiency requirements in accordance with the CFR.
11. Who continues to occupy the apartment on a full time basis. Failure to occupy the unit, in accordance with the lease, but in any event no longer than 180 days without prior notice to property management.
12. In the event that the Head of Household moves or no longer a tenant, the remaining member(s) of a resident family may be permitted to remain in occupancy provided that YCH, in its sole judgment, determines that the remaining person(s) is (are):
  - a. Otherwise eligible for Continued Occupancy, and

- b. Capable of carrying out all lease obligations, including but not limited to rent payment, care of the apartment, and proper conduct, and
  - c. Willing to assume all lease obligation of the prior leaseholder, including all payments under the lease, and
  - d. Legally competent to execute a lease in his (their) own name.
13. The applicant family must not have a record of grossly unsanitary or hazardous housekeeping that meets the definition of a health and safety code violation. For example, this could include the creation of a fire hazards, infestation due to improperly disposed of garbage/trash, serious neglect of the premises affecting neighbors and the community, neglect to mitigate mildew/mold issues in unit caused by tenant. This is verified through photographic or documented evidence by previous or current landlords. When a qualified agency is successfully working with the applicant family to improve its housekeeping, the decision as to eligibility shall be reached by the General Director and/or s/he designee

14. Citizenship/Eligible Immigration Status

In order to remain eligible for continued occupancy, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirements the status of each member of the family is considered individually before the family's status is defined.

- a. Mixed Families: A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.
- b. No eligible members: Families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.
- c. Non-citizen students: Defined by HUD in the noncitizen regulations and are not eligible for assistance.

## CONTINUED OCCUPANCY FOR OVER-INCOME FAMILIES

### Introduction

The Department of Housing & Urban Development (HUD) published a notice in the July 26, 2018 Federal Register implementing a statutory requirement from the Housing Opportunity through the Modernization Act of 2016 (HOTMA) that amends the Housing Act of 1937 to place an income limitation on a public housing tenancy for families.

This notice implements the requirement to begin tracking over-income public housing residents through the recertification process. The law requires that after a family's income has exceeded 120 percent of the area median income (AMI) for two consecutive years, YCH must terminate the family's tenancy within six months of the second income determination or charge the family a monthly rent equal to the greater of (1) the applicable Fair Market Rent (FMR); or (2) the amount of monthly subsidy for the unit including amounts from the operating and capital fund. The income limit established by HOTMA is referred to as the "over-income limit." A PHA must notify a family of the potential changes to monthly rent after one year of the family's income exceeding the over-income limit.

The existing regulation at 24 Code of Federal Regulations 960.261, which authorizes discretionary termination of tenancies of families whose incomes exceed the applicable income limits for admission to the program, remains in effect.

### Implementation of the Over-Income Limit

When YCH becomes aware, through an annual reexamination or an interim reexamination for an increase in income, that a family's income exceeds the applicable income limit, YCH must document that the family exceeds the threshold to compare with the family's income one year later.

If, one year after the initial determination by YCH that a family's income exceeds the over-income limit (defined as 120% of area median income), the family's income continues to exceed the over-income limit, YCH must provide written notification to the family that their income has exceeded the over-income limit for one-year, and that if the family's income continues to exceed the over-income limit for the next 12 consecutive months, the family will be subject to either a higher rent equal to the greater of (1) the applicable Fair Market Rent (FMR) or (2) the amount of subsidy for the unit including amounts from the operating capital fund, as determined by regulations; or termination of tenancy within 6 months of the second income determination. If a family requests an interim reexamination, which then demonstrates that a family's income has dropped below the over-income limit, the family is no longer considered over-income. If YCH becomes aware, through a subsequent annual reexamination or an interim reexamination that the family's income has increased to an amount that exceeds the over-income limit, the family will begin a new two-year clock.

If, however, YCH discovers through an annual or interim reexamination that a previously over-income family has income that is now below the over-income limit, the family is no longer subject to these provisions. The family is entitled to a new two-year grace period if the family's income once again exceeds the over-income limit.

YCH will submit a report annually to HUD regarding the number of families residing in public housing with incomes exceeding the over-income limit and the number of families on the waiting lists for admission to public housing projects. These reports will be publicly available.

## INSPECTIONS

### Inspections

#### 1. Move-In Inspections

Prior to occupancy, a representative of the participant family and designated YCH staff will accomplish a physical inspection of the dwelling unit. The YCH representative will demonstrate to the family representative the operation of the unit appliances, fixtures, shut-off valves, electrical panel, fire extinguishers, and smoke detectors.

The condition of the dwelling unit will be recorded on an inspection form provided by YCH. The inspection form will be signed by the family representative and YCH representative. Any repairs noted will be effectuated prior to occupancy if the repairs are of such a nature that occupancy of the unit either (1) cannot occur, or (2) the unit in its present condition is unacceptable to the family. If the repairs to be effectuated do not prohibit occupancy by the participant family, and is acceptable to the family in its current condition, such repairs will be completed within thirty (30) days of move-in. A copy of the completed inspection form will be provided to the participant family and a copy will be retained in the family's occupancy file.

#### 2. Annual Inspections

YCH shall maintain its public housing properties in a condition that complies with standards that meet or exceed the uniform physical condition standards established by HUD. Such housing standards shall ensure that dwelling units are safe and habitable.

In the event an inspection is scheduled and there are unattended minors present in the unit, the inspection shall be rescheduled. Staff will not enter a unit if unattended minors are present and the inspection will be rescheduled. In the event this inspection has to be rescheduled more than one time, it shall be considered a failed inspection under the terms of the lease.

YCH shall make an annual inspection of each public housing development to determine whether units in the development are maintained in accordance with the Secretary's requirements, as well as spot inspections where there exists a threat to health and/or safety. YCH shall retain the results of such inspections and, upon request of the Secretary, the Inspector General for the Department of Housing and Urban Development, or any other auditor conducting an audit under section 5(h), shall make such results available.

Inspections shall be conducted using YCH's forms and shall document unreported maintenance problems and verify if the unit is being kept in a decent, safe, and sanitary manner. Copies of the inspection(s) will be provided to the family, noting any deficiencies to be corrected by the family or YCH. Where the family has been advised to take corrective action, YCH staff will conduct a follow-up inspection within five (5) working days, if such corrective action is of a general nature.

Where the corrective action to be taken is necessary to remedy an immediate threat to health and/or safety, the reinspection will occur within twenty-four (24) hours. Non-compliance by the

family can result in termination of tenancy. Inspection repairs that are the result of tenant damage shall be charged in accordance with the Maintenance Charge Policy.

3. Move-Out Inspections

Prior to the family vacating a dwelling unit, the family can request an initial inspection with a member of YCH staff of the rental premises up to two weeks prior to vacating the unit. YCH staff will provide the tenant with an itemized list of potential charge. The family will have time between the initial inspection and the termination of tenancy to remedy identified deficiencies. The benefit of the initial inspection is it allows the tenant to remedy identified deficiencies to avoid reductions to the security deposit or additional charges.

The actual move-out inspection will not be conducted until the family has vacated the unit. The condition of the dwelling unit will be recorded on the inspection form utilized for the pre-occupancy inspection of the same dwelling unit, allowing for a comparison of pre- and post-occupancy condition. Any claim against the family for tenant caused damages will be based upon this comparison.

Following move-out by the family, renovation, and/or redecoration of the dwelling unit because of the family's occupancy will be accomplished. Charges for items of repair, renovation, and/or redecoration of the dwelling unit made necessary by abuse, negligence, or deliberate destruction by the family will be assessed against the family's security deposit. Should the security deposit prove insufficient relative to the actual cost of such repairs, YCH management will take all actions at its disposal to collect the remaining balance from the family.

**REEXAMINATIONS**  
**(24 CFR 960.257)**

1. Purpose

Reexaminations of income and family circumstances are conducted for the following purposes:

- a. To comply with the Federal requirements relating to annual re-examinations.
- b. To determine if each family remains eligible for continued occupancy under the terms of the lease and this policy.
- c. To determine if the unit size and type is still appropriate to the family's needs and in compliance with the Occupancy Standards.
- d. To establish the Total Tenant Payment and the tenant rent to be charged to the family.

2. Annual Re-examinations

Annual re-examinations are necessary to comply with the federal requirement that each family, excluding families paying flat rent, have its eligibility re-examined at least every twelve months. Families paying flat rents shall have its eligibility re-examined every three (3) years. Families paying flat rents will, however, be required to update information related to family composition each year.

Determination of resident rent will be made based upon information collected during the verification process utilizing applicable HUD forms and all appropriate worksheets and rent formulas. Such documents must be at least 120 days current. The family will be notified in writing of any changes in resident rent 30 days prior to the effective rent change.

Failure to complete re-examination is a serious lease violation that will result in termination of tenancy. Failure to complete re-examination includes:

- a. Failure to supply or cooperate in the verification process pertaining to income, family composition, and eligibility.
- b. Refusal to properly execute required documents.
- c. Failure to allow annual inspections (UPCS, REAC, etc).

3. Special Re-examinations

If at the time of admission, annual re-examination, or interim re-examination, it is not possible to make an estimate of Family Income with any reasonable degree of accuracy because:

- a. Family member(s) are unemployed and there are not anticipated prospects of employment; or,
- b. The conditions of employment and/or income are so unstable as to invalidate usual and normal standards of determination; then a Special Re-examination will be scheduled on a date determined by YCH's estimate of the time required for the family's circumstances to stabilize. If at the time of the scheduled Special Re-examination, it is still not possible to make a reasonable estimate of Family Income, Special Re-examinations will continue to be scheduled until such time as a reasonable estimate of Family Income can be made and the Re-examination completed. Rent determined at special re-examinations shall be made effective the first of the month following the first determination. The Special Re-examinations are not to replace the Annual Re-examination.

Special Reexaminations may also be required for residents claiming “zero income” and may be repeated as often as necessary; however, not more frequently than monthly and at a minimum quarterly. Residents claiming “zero income” will be required to provide proof of paid bills for the last 90 days, written statements from persons providing assistance, or similar documentation to protect against fraudulent activity.

4. Interim Reexaminations

YCH must conduct interim re-examinations if income has decreased, causing a decrease in rent. The decrease must be verified by the 15<sup>th</sup> day of the month to ensure that the new rent goes into effect the 1<sup>st</sup> of the next month. Change in family composition also results in an interim re-examination.

Interim re-examinations are performed to allow residents to comply with the dwelling lease requirements to report changes in income and family circumstances. The following are specific changes that must be reported in writing within fifteen (15) days of their occurrence:

- a. All changes in family composition. Additions to the family, other than through birth of a child to a family member on the lease, must be approved by YCH in advance in accordance with Part C of this policy; Admission of Additional Members To A Current Household.
- b. The loss or addition of a wage earner.
- c. The loss or addition of an income source.
- d. In cases of ten (10) month employment cycles, for example public school food service workers, custodial workers and teacher aides, no interim rent changes shall be effective during the two (2) months of non-employment. Instead, the ten (10) month income shall be considered annual income and shall be computed on a twelve (12) month basis following the normal eligible deductions for dependents, etc. A similar adjustment may be made for other seasonal workers at the discretion of YCH.

- e. All requests for an interim re-examination must be submitted and the reported change verified by the 15<sup>th</sup> of the month in order for a decrease in rent to be effective the first of the following month. Rent adjustments shall not be made for sporadic changes in income due to irregular work schedules of less than thirty (30) days in duration (e.g. sick days, temporary reduction in hours, etc.). Rent adjustments will be made accordingly:
  - (i) Interim decreases in rent shall only be effected where the change is estimated to result in a decrease of 10% or more in annual income and shall become effective the first month following that in which the tenant reported the change except that in the corrections of error. All changes must be reported and verified prior to the 15<sup>th</sup> day of the month in order for the decrease to be effective the first of the following month.
  - (ii) Interim increases in rent shall only be effected where the change is estimated to result in a increase of 10% or more in annual income and shall become effective the first of the second month following that in which the change occurred.
  - (iii) If it is found that the tenant has misrepresented him/herself on the facts associated with which rent is based so that rent is less than the rent that should have been charged, then the increased rent shall be retroactive to the appropriate date.
- f. YCH reserves the right to require participating families to undergo an interim re-examination to comply with changes to HUD rules and regulations.

5. Processing Re-examinations

All re-examinations shall be processed under the following conditions:

- a. All data must be verified and documented as required in Part C, Verification. YCH will NOT adjust rent downward until satisfactory verification is received. Verification must be received by the 15<sup>th</sup> of the month in order for the decrease to be effective on the first of the following month.
- b. Lease terminations resulting from re-examinations shall be conducted in accordance with the terms of the lease.
- c. Families that are determined to be in an incorrect size or type of unit will be placed on the Transfer List in accordance with the Transfer Policy.
- d. All interim changes in tenant's rent are to be made by a standard "Notice of Rent Adjustment" which shall become a part of the lease. Changes in rent resulting from Annual Re-examination shall be incorporated into the new lease, which shall be executed by YCH and the tenant or by "Notice of Rent Adjustment".

- e. Interim decreases in rent shall be effective on the first day of the month following the month in which the change was reported in writing and verification is completed to the satisfaction of YCH, as long as the verification has been completed by the **15th day** of the month.
- f. Interim increases in rent are to be made effective on the first day of the month following a thirty (30) day notice period.
- g. If it is found that a tenant has misrepresented or failed to report facts upon which his rent is based so that he is paying less than s/he should be paying, the increase in rent shall be made retroactively to the date that the increase would have taken effect. The tenant may be required to pay within seven days of official notification by YCH, the difference between the rent he has paid and the amount he should have paid. In addition, the tenant may be subject to civil and criminal penalties. Any misrepresentation is a serious lease violation that may result in termination of the lease.

**TERMINATION OF THE DWELLING LEASE**  
**(24 CFR 966.4)**

The Dwelling Lease shall be terminated by YCH in accordance with applicable State law and HUD Regulations.

1. "Good cause" as used in this Section means serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or to fulfill the Resident obligations set forth in the lease.
2. YCH will terminate the lease for any occupancy violation of section 576(b) of the Quality Housing and Work Responsibility Act of 1998 (relating to the ineligibility of illegal drug users and alcohol abusers) or the furnishing of any false or misleading information pursuant to section 577 of such Act (relating to termination of tenancy and assistance for illegal drug users and alcohol abusers), or Section 428 relating to the conviction of manufacturing or producing methamphetamine (speed).
3. YCH will terminate the lease if YCH determines that the resident is illegally using a controlled substance or whose illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by YCH to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
4. YCH will terminate the lease for any activity by any household member, on or off the premises, that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of YCH.
5. YCH will terminate the lease for any violent or drug-related criminal activity on or off of the premises of YCH, or any activity resulting in a felony conviction.

The term "drug-related criminal activity", for the purpose of this policy, means the illegal manufacture, sale, distribution, use, or possession with intent to sell, distribute, or use of a controlled substance.

YCH reserves the right to terminate tenancy for drug-related or violent criminal activity before or after conviction of the crime.

6. YCH may not renew or extend the resident's lease upon expiration of the lease term and shall take such action as is necessary to terminate the tenancy of the household for failure to meet community service or participation in self-sufficiency program requirements.
7. YCH may terminate the lease for failure to make payments due under the lease, pay charges, including late charges or charges for damage to property which are included in the lease.
8. YCH may terminate the lease for lying about material facts in any written statements to the PHA. This will be investigated on a case-by-case basis.

9. YCH will terminate the lease for serious or repeated damage or destruction of property.
10. YCH will terminate the lease for making or keeping a threat to the health or safety of other residents or employees.
11. YCH will terminate the lease for failure to pay resident purchased utilities if no efforts are made to bring account to satisfactory standing.
12. YCH may terminate the lease for allowing unauthorized guests to remain in the household for more than thirty (30) days per calendar year. YCH management may find that extenuating circumstances exist, however. YCH may terminate the lease of any resident whose address has been used by an individual other than a member of the household as their address (e.g., driver's license, job application, etc.).
13. Procedure for termination of the Lease shall be as follows:
  - a. YCH shall give fourteen (14) days written notice of termination if said termination is caused by Resident's failure to pay rent.
  - b. YCH shall give a three (3) day notice without cure if the health or safety of other tenants, employees, or persons residing in the immediate vicinity of the premises is threatened, or in the event of any drug-related or violent criminal activity, as defined by California Civil Code s. 3479. This termination is not subject to the Grievance Procedure.
  - c. YCH shall give thirty (30) days written notice of termination in all other cases.
  - d. A written record of every lease termination shall be maintained by YCH and shall contain the following information:
    - (i) Name and identification of the unit occupied
    - (ii) Date and copy of Notice of Termination
    - (iii) Specific reason(s) for Notice to Terminate
    - (iv) Date and method of notifying tenant of reasons for lease termination
    - (v) Summary of any conference(s) with the tenant, including names of conference participants.
  - e. The lease termination notice must state if the tenant is entitled to request a grievance hearing in accordance with the Grievance Procedure (Appendix J). If the tenant is eligible to request a grievance hearing, YCH may not terminate the lease until the time period to request such a hearing has expired, or, if the grievance hearing is requested in a timely manner, until the grievance process has been completed.

## TRANSFER POLICY

Reassignment or transfers to other dwelling units shall be made without discrimination as defined in this policy.

### 1. Objectives of the Transfer Policy

- a. To fully utilize available housing resources while avoiding overcrowding by ensuring that each family occupies the appropriately sized unit.
- b. To facilitate relocation when required for modernization or other management purposes.
- c. To eliminate vacancy loss and other expense due to unnecessary transfers.
- d. To facilitate the objectives of YCH's VAWA and Reasonable Accommodation Policies.

### 2. Types of Transfers

- a. YCH Initiated - YCH may at its discretion transfer residents because of an uninhabitable unit, major repairs, or other actions initiated by management for the following reasons. Additionally, a resident may refuse a proposed transfer for cause, such as the long distance from his/her employer.
  - (i) In the event of a fire, accident or natural disaster that results in the dwelling unit becoming uninhabitable, the resident will be offered alternative accommodations within the neighborhood if a rentable unit in the appropriate size is available. If the appropriate size is not available, the family may be overhoused but placed on the transfer list with the transfer being accomplished at the appropriate time. If no unit is available within the neighborhood, the family may be transferred to an available unit available at another YCH-owned neighborhood. If the move is to a site where residents purchase all or some utilities, the resident will pay the cost of any deposit required by the utility company.
  - (ii) When a resident is transferred because the unit has become uninhabitable, the management of YCH shall determine the cause of the condition of the unit for the purpose of deciding whether relocation assistance may be offered to the resident and whether the transfer shall be considered permanent. Based on this determination, the following actions will be taken:
    - (a) If the condition of the unit is the fault of YCH, the resident shall be provided with relocation assistance such as the cartage of household goods, the cost and methods of which are to be determined by management. The resident will normally be offered the opportunity to return to his original unit at his own expense, assuming that the unit can be rehabilitated and is still the appropriate size for the family.

- (b) If the condition of the unit is the fault of neither YCH nor the resident, as in the case of a natural disaster, YCH may provide such relocation assistance as management deems appropriate. A transfer to a correctly sized apartment will be considered permanent.
- (c) If the condition of the unit was caused by the resident, his family, or guests, no relocation assistance will be provided and the resident may be charged for all damages to property. A transfer to a correctly sized apartment will be considered permanent. (The YCH VAWA Policy will be considered and take precedence if applicable).
- (iii) If a site requires modernization type work that necessitates vacating apartments, the affected resident will be relocated at YCH's expense in available vacant units within YCH. If determined feasible by management, YCH will attempt to relocate affected residents into vacant units within the site. Other decisions related to modernization transfers will be made by YCH Board of Commissioners and the Chief Executive Officer or his/her designee. YCH may suspend normal transfer procedures to facilitate modernization type activities.

b. Transfers for Approved Reasonable Accommodations

A resident who desires to relocate on advice of a physician may request a transfer with YCH, however, the resident must provide YCH with verification from an approved physician.

The transfer must have approval of Real Estates Services Supervisor and the 504 Coordinator or designees.

See Reasonable Accommodation Policy for more information (Appendix D)

c. Transfers to Appropriately Sized Unit

If a tenant's family composition NO LONGER conforms to YCH's Occupancy standards for the unit occupied, YCH may require the tenant to move into a unit of appropriate size. This section establishes both that YCH has an obligation to transfer residents to the appropriately sized unit and that residents are obligated to accept such transfers. These will be made in accordance with the following principles:

- (i) Determination of the correctly sized apartment shall be in accordance with YCH's Occupancy Standards.
- (ii) Transfers into the appropriately sized unit will be made within one mile of the same neighborhood unless that size unit does not exist on the site.
- (iii) YCH may, at its discretion, separate a single household into multiple households if sufficiently large units are not available or if management and the family

determine this to be in the interest of both the family and the neighborhood. Based on the selection criteria for new admissions, management shall determine that each smaller family unit is eligible by HUD definition and contains a leaseholder capable of discharging lease obligations.

- (iv) The number of units offered to a family transferring will be one (1) unless there is a hardship situation as determined by YCH. If the resident refuses the dwelling unit offered, the lease may be terminated by management.
- (v) Families with children in school being transferred outside their current neighborhood will not be required to move until the current school year is finished if YCH determined that a transfer would cause a hardship to the family.
- (vi) Transfers may be made to correct occupancy standards and may take precedence over new admissions.
- (vii) Upon redetermination, the resident will be notified of any transfer to another dwelling unit and that such dwelling is available by receipt of a Notice of Termination from the HA within fifteen (15) days following the notice to transfer to the new dwelling.

d. Transfers for Non-disabled families living in accessible units.

- (i) The dwelling lease states what type of unit the resident family is residing in. If the unit leased is a designated accessible unit and the family occupying the unit is not a family requiring accessibility features, the family agrees to transfer to a non-accessible unit if and when the unit is needed for a disabled family.
- (ii) YCH may from time to time have an excess of accessible units. In an effort to get the best use of all units YCH may from time to time rent an accessible unit to a family that has no disabled members. YCH will advise the family of the requirements to transfer if and when a disabled designated family is determined eligible.
- (iii) This section establishes both that YCH has an obligation to transfer non-disabled residents residing in accessible units to non-accessible designated units and that the non-disabled families are obligated to accept such transfers. These will be made in accordance with the following principles:
  - (a) Transfers into a non-accessible unit will be made within one mile of the same neighborhood unless that size unit does not exist on the site.
  - (b) Transfers to a non-accessible unit may be made outside of the same neighborhood with tenant consent or unless no vacancies are expected within the same neighborhood within the next 30 days.

- (c) Management may, at its discretion, separate a single household into multiple households if sufficiently large units are not available or if management and the family determine this to be in the interest of both the family and the neighborhood.

Based on the selection criteria for new admissions, management shall determine that each smaller family unit is eligible by HUD definition and contain a legal leaseholder capable of discharging lease obligations.

- (d) For the purposes of determining the priorities for transfers, this type of transfer shall be considered an initiated transfer.

### 3. Priorities for Transfers

- a. Within the eligible types of transfers, transfers shall be performed according to the following priorities:
  - i. VAWA: Transfers for victims of domestic violence will be made in accordance with the Violence Against Women Act (VAWA) section of this policy in accordance with the YCH Emergency Transfer Plan.
  - ii. YCH initiated transfers;
  - iii. Medical/Reasonable Accommodation transfers;
  - iv. Residents who are underhoused by two bedrooms;
  - v. Residents who are overhoused by two bedrooms;
  - vi. Residents who are underhoused by one bedroom;
  - vii. Residents who are overhoused by one bedroom.

**b. The first three priorities always have priority over new move-ins.**

The remainder shall be prioritized based on the need established by YCH and YCH may establish a system to address transfers while continuing to meet the needs of the applicants. In the case of an involuntary transfer, the date will be that on which management verifies that the change occurred. Management reserves the right to immediately transfer any family who has misrepresented family circumstances or composition. Whenever feasible, transfers will be made within a resident's current dwelling area.

4. Transfer Procedures

- a. Under the direction of the Real Estate Services Supervisor, eligibility staff shall:
- (i) Prepare, prioritize, and maintain a transfer list for each neighborhood.
  - (ii) Notify residents by letter of their pending transfers or approval of transfer request.
  - (iii) Determine whether a vacancy is used for transfer or move-in.
  - (iv) Maintain transfer logs and records for audit.
  - (v) Notify residents with pending transfers as their name approaches the top of the list.
  - (vi) Counsel with residents experiencing problems with transfers, assisting hardship cases to find assistance.
  - (vii) Issue final offer of vacant apartment as soon as vacant apartment is identified.
  - (viii) Issue notice to transfer as soon as vacant apartment is available for occupancy. This notice will give the resident five (5) working days to complete transfer.
  - (ix) Process transfer documents to appropriate YCH staff.
  - (x) Participate in planning and implementation of special transfer systems for modernization and other similar programs.
  - (xi) Inspect both apartments involved in the transfer, charging for any resident abuse.
  - (xii) Family pays all outstanding charges, including and charges for damages to the current unit, due YCH. The resident's security deposit cannot be transferred to the new dwelling unit and refund will be made once any charges are deducted. Any balance remaining after all claims are made shall be repaid to YCH in accordance with the following schedule:

Damages less than \$250	30 Days in One Payment
Damages \$250 - \$500	60 Days in Two Payments
Damages more than \$500	90 Days in Three Payments

This payment period may be extended at the discretion of YCH on a case-by-case basis
  - (xiii) Family signs new lease.

- b. Only one offer of an apartment will be made to each resident being transferred within his or her own neighborhood. A resident being transferred outside his or her own neighborhood will be allowed to refuse one offer only. In the case of a family being transferred from a unit that is uninhabitable, incorrectly sized, or scheduled for major repairs, failure to accept the unit offered, or the second unit offered in the case of a transfer outside the neighborhood, could be grounds for termination of the lease. When a person has requested a transfer as an approved reasonable accommodation declines the offer of such an apartment, YCH is not obligated to make any subsequent offers. YCH will notify the resident in such cases that YCH has discharged its obligations to the resident, that s/he remains in the apartment at her/his own risk, and that YCH assumes no liability for his condition.
- c. Any resident aggrieved by any action or inaction of YCH relative to his/her transfer request may file a request for a hearing in accordance with the grievance procedure.

5. Right of Management to Make Exceptions

This policy is to be used as a guide to ensure fair and impartial means of assigning units for transfer. It is not intended that this policy shall create a property right or any other type of right for a resident to transfer or refuse transfer. Management reserves the right to make exceptions to this policy as circumstances require, consistent with applicable regulations of the Department of Housing and Urban Development. Transfer disputes are subject to the grievance procedure.

#### **ABANDONMENT OF A UNIT**

YCH may take possession of the dwelling after a resident has moved out. In the absence of actual knowledge of abandonment, it shall be presumed that the resident has abandoned the dwelling if the resident is absent from the dwelling for a period of fifteen (15) calendar days, and the resident has not notified YCH in writing in advance of an intended absence, or otherwise as provided in this Agreement. The following criteria will be used in determining if the unit has been abandoned:

- a. Some or all of utilities have been turned off;
- b. A dramatic reduction in utility/electric bills;
- c. Repeated inability to contact the resident;
- d. Incarceration or sentencing of the head of household for more than 30 days;
- e. No personal possessions remaining in the apartment.

YCH will post an eighteen (18) calendar day notice at the abandoned unit. The notice shall inform the participant family of YCH's intention to terminate the lease and related actions. If the participant family does not respond to the notice, the family's lease will be terminated and YCH will enter the unit to remove any remaining personal possessions.

YCH may remove and dispose of any personal property, left in the resident's dwelling or elsewhere on the HA's property in accordance with State of California Statutes, after resident has abandoned the dwelling, with the reasonable cost of any storage, removal and/or disposal charged to resident or assessed against resident's security deposit, unless in HA's sole discretion, it is determined that documentable conditions existed which prevented the resident from occupying the dwelling.

**COMMUNITY SERVICE AND FAMILY SELF-SUFFICIENCY  
(24 CFR 960 Subpart F)**

1. Policy Statement

It is the policy of YCH to enhance and promote economic and social self-sufficiency. As such, YCH shall provide the following for the enhancement of the economic and social self-sufficiency of assisted families:

- Income mix (YCH may establish and utilize income-mix criteria for the selection of residents.)
- Targeting (mandatory): Not less than 40% of dwelling units owned by YCH shall be occupied by families whose incomes at the time of commencement of occupancy do not exceed 30% of the area median income.
- Cooperation Agreements for Economic Self-Sufficiency (mandatory): YCH shall enter into cooperation agreements with state, local, and other agencies providing assistance to covered families under welfare or public assistance programs. The cooperation agreements shall facilitate the administration of this policy and the sharing of information regarding rents, income, assistance, or other information that may assist YCH or welfare or public assistance agency to carry out its functions. YCH shall also seek to include in cooperation agreements with welfare or public assistance agencies provisions to provide for economic self-sufficiency services within the properties owned by YCH, provide for services designed to meet the unique employment-related needs of residents, and provide for placement of work fare positions on-site.

2. Definition of “economic self-sufficiency program”: Any program designed to encourage, assist, train, or facilitate the economic independence of participants and their families or to provide work for participants, including programs for job training, employment counseling, work placement, basic skills training, education, work fare, financial or household management, apprenticeship, or other activities as the Secretary may provide.

3. Community Service Requirement

As a condition of continued occupancy, excluding residents under paragraph 4 below, each adult resident of YCH shall:

- a. Contribute eight (8) hours per month of community service (not including political activities) within the community in which that adult resides; or,
- b. Participate in an economic self-sufficiency program for eight (8) hours per month.

4. Exemptions

Exemptions to paragraph 3 above shall be made for any individual who:

- a. Is 62 years of age or older;
- b. Is a blind or disabled individual defined under section 216(i)(1) or 1614 of the Social Security Act (42 USC 416(i)(1); 1382c) and who is unable to comply with this section, or is a primary caretaker of such individual;
- c. Is engaged in a work activity (as such term is defined in section 407(d) of the Social Security Act (42 USC 607(d), as in effect on and after August 1, 1997) that include:
  - i. unsubsidized employment;
  - ii. subsidized private sector employment;
  - iii. subsidized public sector employment;
  - iv. work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
  - v. on-the-job training;
  - vi. job search or job readiness assistance;
  - vii. community service programs;
  - viii. vocational educational training (not to exceed 12 months with respect to any individual);
  - ix. job skills training directly related to employment;
  - x. education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
  - xi. satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; or
  - xii. the provision of child care services to an individual who is participating in a community service program.
- d. Meets the requirements for being exempted from having to engage in a work activity under the state program funded under part A of title IV of the Social Security Act (42

USC 601 et seq) or under any other welfare program of the state in which the public housing agency is located, including a state-administered welfare-to-work program; or,

- e. Is in a family receiving assistance under a state program funded under part A of title IV of the Social Security Act (42 USC 601 et seq) or under any other welfare program of the state in which public housing agency is located, including a state administered welfare-to-work program, and has not been found by the state or other administering entity to be in noncompliance with such program.

5. Verification of Exemptions

Exemptions will be verified, to the greatest extent possible, by third-party documentation as follows:

- a. Age will be verified by generally accepted proof of age. Examples include driver's license, state issued identification, birth certificate, or any other documentation issued by a governmental entity.
- b. Blindness or disability will be verified by the receipt of benefits under the Social Security Act such as SSI or as documented by a licensed medical practitioner.
- c. Work activity will be verified upon submission of the claim for exemption. Documentation shall be provided along with the claim for exemption and acceptable forms of documentation include a current pay stub (less than 30 days old) from an employer, current photo identification from an employer, written statement from an employer, or any other reasonable proof of employment. Acceptable forms of documentation for educational or job training programs are current photo identification issued by the educational institution, written statement from the education or training provider, or any other reasonable proof of participation in an educational or training program.
- d. The exemption for having to engage in work activity under the state program funded under Part A of title IV of the Social Security Act shall be verified by providing a copy of the assistance check, a written statement from the assistance provider, or any other reasonable proof of participation in that program.
- e. The exemption for being a member of a family receiving benefits under a program funded under Part A of Title IV of the Social Security Act shall be verified by obtaining a certification from the primary recipient of the benefits.

Residents will be notified in writing of the final determination of the claim for exemption once verification is obtained.

6. Annual Determinations

For each public housing resident, YCH shall, thirty (30) days before the expiration of each lease term of the resident, review and determine the compliance of the resident with the requirement under paragraph 3 above. Such determinations shall be made in accordance with the principles of due process and on a nondiscriminatory basis.

7. Noncompliance

If YCH determines that the resident subject to the requirement under paragraph 3 has not complied with the requirement, YCH shall notify the resident in writing of such noncompliance. The written notification shall state that the determination of noncompliance is subject to the administrative grievance procedure and that failure by the resident to enter into an agreement, before the expiration of the lease term, to cure any noncompliance by participating in an economic self-sufficiency program for, or contributing to community service, as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease, may be cause for lease termination.

YCH shall not renew or extend any lease, or provide any new lease, for a dwelling unit for any household that includes an adult member subject to the requirement under paragraph 3 who has been determined to be not compliant with the requirements under paragraph 3, and has failed to attempt to cure the noncompliance.

8. Location of the community service or family self-sufficiency program

Adult residents subject to the requirement under paragraph 3 may participate in a community service or an economic self-sufficiency program at a location not owned by YCH.

YCH may provide a community service or an economic self-sufficiency program to meet the requirements of paragraph 3; however, YCH shall not substitute participation in community service or an economic self-sufficiency program for work performed by an employee of YCH or supplant a job at any location at which community work requirements are fulfilled.

9. Treatment of Income Changes Resulting from Welfare Program Requirements

This section applies to families that receive benefits for welfare or public assistance from a state or other public agency under a program for which the federal, state, or local law relating to the program requires, as a condition of eligibility for assistance under the program, participation of a member of the family in an economic self-sufficiency program.

a. Decreases in Income for Failure to Comply

For families whose welfare or public assistance benefits are reduced because of failure of any family member to comply with the conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work

activities requirement, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased.

b. Fraud

For families whose welfare or public assistance benefits are reduced because of an act of fraud by member of the family under the law or program, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to fraud.

c. Reduction Based on Time Limit for Assistance

The amount required to be paid as a monthly contribution toward rent by a family whose welfare or public assistance benefits are reduced as a result of the expiration of a lifetime time limit for a family, and not as a result of failure to comply with program requirements, shall be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to expiration of a lifetime time limit.

d. Notice

YCH shall obtain written notification from the relevant welfare or public assistance agency specifying that the family's benefits have been reduced and cause for reduction prior to redetermination of monthly contribution toward rent.

e. Grievance

Any family affected by sections 9.a and 9.b above shall have the right to review the determination through YCH's grievance procedure.

**YOLO COUNTY HOUSING**

**ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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**Part E: FRAUD**

## FRAUD

If YCH has reason to believe that a family may have (or had before participating in the public housing programs) committed fraud, bribery, or other corrupt or criminal acts YCH will conduct a thorough investigation. If it is fraud, YCH will try to determine if it was intentional and willful fraud and program abuse. Once YCH determines that intentional fraud has occurred and decides to terminate the lease due to fraud, YCH will provide the family with a 30-day Notice to Evict. In addition, YCH shall refer intentional and willful fraud cases to the local or state prosecutors for possible criminal prosecution. In most cases, YCH will work to arrange a stipulation and/or repayment agreement.

YCH considers the misrepresentation of income and family circumstances to be a serious lease and policy violation. Specifically:

1. An applicant family who has misrepresented income or family circumstances may be declared ineligible for housing assistance.
2. If any examination of the tenant's file discloses that the tenant made any misrepresentation (at the time of admission or any previous re-examination date) which resulted in his/her being classified as eligible when in fact he/she was ineligible, the tenant may be required to vacate the apartment even though he/she may be currently eligible.
3. A tenant family who has made misrepresentation of income or family circumstances is subject to both eviction and being declared ineligible for future housing assistance.
4. If it is found that the tenant's misrepresentations resulted in his/her paying a lower Tenant Rent than he/she should have paid, he/she will be required to pay the difference between rent owed and the amount that should have been paid. This amount shall be paid whether or not the tenant remains in occupancy, but failure to pay under terms established by YCH shall always result in immediate termination of the lease. YCH reserves the right to demand full payment within seven days.
5. YCH shall report apparent cases of tenant or applicant fraud to the appropriate government agency. It shall be the policy of YCH to press state and Federal authorities for prosecution of cases, which, in YCH's judgment, appear to constitute willful and deliberate misrepresentation.

**YOLO COUNTY HOUSING**

**ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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**Part F: RENT POLICY**

## RENT POLICY

### 1. Minimum Rental Amount

YCH has established a minimum Total Tenant payment of \$25.00 per month.

### 2. Rent Collection

- a. Rent is due on the first day of each month.
- b. A 14-Day Notice of Termination will be served on the tenant on the sixth (6<sup>th</sup>) business day of the month for any rent due. If the total rental payment due is not paid within fourteen (14) days, YCH will issue an unlawful detainer and file in court for all monies due and for possession of the unit. Rent will be accepted up until the court filing date **if the total amount is paid in full. No partial payments will be accepted.** Should the resident wish to settle the suit out of court, resident payment shall include all past due rent, late fees, court filing fees, and other reasonable costs associated with the filing of the eviction as directed by the court.
- c. A late charge will be added to the monthly rental payment for any rent paid after the fifth (5<sup>th</sup>) business day of the month in the amount of \$20.00. All payments after the assessment of a late charge shall be made by certified check, cashier's check, or money order. No personal checks will be accepted for payment after the assessment of the late charge.
- d. In the event a check is returned to YCH for insufficient funds, a charge of \$25.00 will be assessed to the tenant. In the event the tenant is assessed this charge, the next three payments must be made by certified check, cashier's check, or money order. Personal checks will only be accepted for any payment after three months since the assessment of an NSF charge.
- e. If a family is served three (3) **consecutive** 14-day notices or four (4) 14-day notices **within a twelve (12) month period**, their lease shall be terminated for chronic rent delinquency.

### 3. Payments After the Delinquency Date

The family may enter into a written agreement with YCH or court to pay back all outstanding indebtedness, including unpaid maintenance charges and retro-rent, plus incurred charges. Repayment agreements will not be entered into for delinquent rent. The option to enter into an agreement shall be solely at the discretion of YCH. Any such agreement must provide for a quick payout of debt, not to exceed three (3) months for the total payment. A longer repayment period may be authorized upon approval by the Chief Executive Officer. Should the family fail to make payments in accordance with the terms of the agreement to repay, YCH shall serve a notice to vacate to the family. Should YCH be required to enforce the terms of the lease agreement through

legal action, all related court costs, attorney fees, plus any outstanding indebtedness, will be included in the judgment.

4. Retroactive Rent Charges

Retroactive rent charges will be due and payable within seven (7) days of written notice unless arrangements are made prior to this day to make installment payments. Normally retroactive rent installment payments must be computed not to exceed a three (3) month pay off. If the amounts are large and the tenant will not be able to pay off the retro rent charge within three (3) months a repayment schedule may be established allowing a longer period upon approval of the Chief Executive Officer or designee.

5. Vacated Tenants with Balances

Vacated tenants will have thirty (30) days from the date of the statement of Request for Refund to pay the account or make arrangements for payment. Accounts will be reported to the Credit Bureau and collection action will be taken after the expiration of this time period.

6. Terms and Conditions of Payment of Security Deposits

Prior to lease signing, YCH must receive full payment of the security deposit. At the discretion of the Chief Executive Officer of his/her designee, deposits may be accepted in incremental payments. Where the family moves in on other than the first of the month, the rent will be pro-rated for that month but the full security deposit will still be due at time of lease execution. All security deposits will be paid by certified check, cashiers check, or money order. No personal checks will be accepted for security deposits.

In properties designated for the exclusive occupancy by elderly, disabled, or disabled persons, YCH will allow the keeping of pets in accordance with YCH's Pet Policy and upon execution of the Pet Lease Addendum. A condition of pet ownership is the payment of a pet deposit for all dogs and cats.

7. Terms and Conditions of Other Charges in Addition to Rent

The resident agrees to pay for all repairs made to the unit due to resident damage or neglect. The resident must pay such charges at the first of the month following the receipt of the invoice or bill for the charges. Such charges will be made based on actual cost of labor and materials. YCH will notify residents of any assessed charges in writing. In the event there is a dispute in an assessed charge, the resident must notify the Housing Manager within ten days of the date of the letter.

In the event of damages discovered at move-out, the family's security deposit will be reduced by the amount necessary to execute repairs above "normal wear and tear". Any remaining balance will be refunded to the resident under the following conditions:

- a. The resident leaves a forwarding address or makes arrangements to pick up the deposit in person.

- b. The resident owes no other charges for excess utility consumption, late fees on rental payments, etc.
- c. The remaining balance will be paid within twenty-one (21) days of move-out.

8. Exemption for Hardship Circumstances

YCH shall immediately grant an exemption from application of the minimum monthly rental amount to any family unable to pay such amount because of financial hardship, which shall include situations in which:

- a. The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
- b. The family would be evicted as a result of the imposition of the minimum rent requirement;
- c. The income of the family has decreased because of changed circumstances, including loss of employment;
- d. A death in the family has occurred.

If a resident requests a hardship exemption and YCH reasonably determines the hardship to be of a temporary nature, an exemption shall not be granted during the 90-day period beginning upon the making of a request for the exemption. A resident shall not be evicted during the 90-day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long-term basis, YCH shall retroactively exempt the resident from applicability of the minimum rent requirement for such 90-day period.

9. Family Choice of Rental Payment (24 CFR 960.253)

YCH shall provide two (2) rent options for any public housing dwelling unit owned, assisted, or operated by YCH:

- a. Flat Rents: The flat rental amount for the dwelling unit shall be based on the rental value of the unit, as determined by YCH; or,
- b. Income Based Rents: The monthly rental amount shall not exceed 30% of monthly adjusted income. Income Based Rents shall not be less than the minimum rental amount.

The term “adjusted income” means, with respect to the family, the amount of income of the members of the family residing in a dwelling unit or the persons on a lease, after any income exclusions as follows:

- (i) \$400 for any elderly or disabled family;
- (ii) The amount by which 10% of the annual family income is exceeded by the sum of:
  - (a) Un-reimbursed medical expenses for any elderly family or disabled family;
  - (b) Un-reimbursed reasonable attendant care and auxiliary apparatus expenses for each disabled member of the family, to the extent necessary to enable any member of such family (including such disabled member) to be employed.
- (iii) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education;
- (iv) \$480 for each member of the family residing in the household (other than the head of the household or his or her spouse) who is less than 18 years of age or is attending school or vocational training on a full-time basis, or who is 18 years of age or older and is a person with disabilities;
- (v) Any payment made by a member of the family for the support and maintenance of any child who does not reside in the household, except that the amount excluded under this clause may not exceed \$480 for each child for whom such payment is made;
- (vi) Any payment made by a member of the family for the support and maintenance of any spouse or former spouse who does not reside in the household, except that the amount excluded under this clause shall not exceed the lesser of:
  - (a) The amount that such family member has legal obligation to pay, or,
  - (b) \$550 for each individual for whom such payment is made.
- (vii) The amount of any earned income of a member of the family who is not:
  - (a) 18 years of age or older, and
  - (b) The head of the household (or the spouse of the head of the household).

10. Switching Rent Determination Methods Because of Hardship Circumstances

In the case of a family that has elected to pay rent in the amount equal to the Flat Rent/Ceiling Rent for the dwelling unit, YCH shall immediately provide for the family to pay rent in the

amount equal to Income Based Rent during the period for which such election was made upon a determination that the family is unable to pay the amount determined because of financial hardship, including:

- a. Situations in which the income of the family has decreased because of changed circumstances, loss or reduction of employment, death in the family, and reduction in or loss of income or other assistance;
- b. An increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education, or similar items; or,
- c. Such other situations as may be determined by YCH.

Families switching rent determination method because of hardship circumstances shall be limited to one (1) rent switch within a twelve (12) month period. Such rent switches are subject to interim re-examination provisions as detailed in this policy.

11. Encouragement of Self-Sufficiency (24 CFR 960.255)

It is the policy of YCH to encourage and reward employment and economic self-sufficiency.

Disallowance of earned income from rent determinations (mandatory): When a family member becomes employed after being unemployed for at least one (1) year, or when income increases during the participation in any family self-sufficiency or job training program, or who is or was assisted under TANF within six (6) months and whose earned income increases, rent shall not increase for twelve (12) months after commencing work.

Tenant Rent increases (mandatory): Upon expiration of the 12-month period of disallowance of earned income from rent determinations, the rent payable by the family shall be increased due to continued employment of the family member, except that during the 12-month period beginning upon such expiration, the amount of the increase may not be greater than 50% of the amount of the total rent increase that would be applicable. (Rent may only increase by 50% of what it normally would during the next 12-month period.)

The total period of disallowance is 24 months. Once the period begins, it cannot be "stopped" and continues, regardless of whether or not there is still income to be disallowed. Income during the first 12-month period will have a 100% disallowance and income during the second 12-month period will have a 50% disallowance. If, for some reason, there is no income to disallow, the disallowance is lost.

12. Treatment of Income Changes Resulting from Welfare Program Requirements

This section applies to families that receive benefits for welfare or public assistance from a state or other public agency under a program for which the federal, state, or local law relating to the program requires, as a condition of eligibility for assistance under the program, participation of a member of the family in an economic self-sufficiency program.

a. Decreases in Income for Failure to Comply

For families whose welfare or public assistance benefits are reduced because of failure of any family member to comply with the conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased.

b. Fraud

For families whose welfare or public assistance benefits are reduced because of an act of fraud by member of the family under the law or program, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to fraud.

c. Reduction Based on Time Limit for Assistance

The amount required to be paid as a monthly contribution toward rent by a family whose welfare or public assistance benefits are reduced as a result of the expiration of a lifetime time limit for a family, and not as a result of failure to comply with program requirements, shall be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to expiration of a lifetime time limit.

d. Notice

YCH shall obtain written notification from the relevant welfare or public assistance agency specifying that the family's benefits have been reduced and cause for reduction prior to redetermination of monthly contribution toward rent.

e. Grievance

Any family affected by sections 12.a and 12.b above shall have the right to review the determination through YCH's grievance procedure.

13. Policy for Payments of any Amounts under a YCH Repayment Agreement

Repayment Agreements are entered into and approved by YCH at its sole discretion and YCH is under no obligation to extend the option for a repayment agreement to any tenant. YCH will not enter into a repayment agreement if there is a repayment agreement in place or if the amounts owed by the family exceed the federal or state threshold for criminal prosecution.

The Head of Household and the spouse/cohead, if applicable, must sign the repayment agreement and are equally responsible for the repayment of the amounts owed. Payments are due on a monthly basis no

later than the close of business on the 15<sup>th</sup> calendar day of the month or the first business day after the 15<sup>th</sup> calendar day if that day falls on a weekend or holiday.

The payment terms for all repayment agreements are indicated in the following table.

Total Amount Due	Minimum Initial Payment	Minimum Monthly Payment	Maximum Term (Months)
\$1 - \$200	\$100	Single Payment	One payment
\$201 - \$500	50% of Balance	\$125	3
\$501 - \$1,000	\$250	\$175	5
\$1,001 - \$2,000	\$500	\$200	10
\$2001 - \$3,000	\$650	\$200 or 1/18 of total*	14
\$3,001 or More	\$1000	\$200 or 1/24 of total*	24

\* Whichever Amount is Greater

If a payment is not received by the end of the business day on the due date and prior approval for an alternate due date is not provided by YCH, YCH will send a delinquency notice giving the family 10 calendar days to bring the payments current. A family's failure to maintain the payment schedule of the repayment agreement will be grounds for the immediate termination of tenancy in accordance with the provisions of this policy. If a family receives three delinquency notices in a 12-month period, the repayment agreement will be considered to be in default and tenancy will be terminated in accordance with the provisions of this policy.

On a case-by-case basis, YCH will consider hardship extensions if necessary due to the family's current financial circumstances. Requests for hardship extensions must be provided to the Real Estate Services Supervisor or her/his designee. Hardship requests should be made in writing.

**APPENDIX A: PET POLICY**

**YOLO COUNTY HOUSING**  
**Pet Policy**  
**(24 CFR 960 Subpart G)**

This pet policy is adopted pursuant to the Quality Housing and Work Responsibility Act of 1998. It has been reviewed and approved by YCH Board of Commissioners and by the Department of Housing and Urban Development. All heads of household must sign a copy of this policy to acknowledge their understanding of the terms of all three pages of this policy. For the purpose of this policy, the Yolo County Housing is designated a family housing complex.

Assistance animals to the handicapped are exempt from certain portions of this policy as indicated below. While it is required that assistance animals be maintained in a sanitary and safe manner, no portion of this policy is intended to restrict any disabled person's rights under Fair Housing Law.

1. Residents of public housing will be allowed to have the following pet or pet combination only:
  - a. One common household pet, as defined in paragraph 3.B. below; or
  - b. One fish tank ten gallons or less, one bird cage, or one hamster/gerbil cage; or
  - c. One each of a and b above.

2. Pet Registration and Management Approval

All pets must be registered by the tenant with YCH before they are brought onto YCH common areas or buildings, including rental units. The registration shall include:

- a. A complete description of the pet, including breed, age, color, height and weight.
- b. One (1) color photo of the pet, not less than 3" x 3" in size.
- c. The name, address and phone number of at least two persons who have consented to be responsible for the pet in any circumstance where the resident pet owner is unable to care for the assistance animal.
- d. A signed statement by the pet owner that he or she has read the Pet Policy and agrees to comply with the policy as a condition of his or her lease.
- e. Documentation that the pet is registered with and licensed by Yolo County or appropriate entity. This license must be kept current at all times.
- f. Proof that any dog or cat is spayed or neutered at the time of registration or, in the case of underage animals, within 30 days of the pet reaching 6 months of age.

3. Additionally, the registration must include the following:

- a. A certificate, signed by licensed veterinarian or State or local authority empowered to inoculate animals, stating that the pet has received all inoculations required by State and local laws.
- b. Information sufficient to identify the pet and to demonstrate that it is a common household pet. "Common household pet" means a smaller domesticated animal, such as a dog, cat, bird, fish, or turtle, that (1) is traditionally kept in the home for pleasure rather than for commercial purposes and (2) can reasonably be expected not to exceed

25 pounds when full grown. Reptiles, except for turtles, are not common household pets. The above weight limit shall not apply to assistance animals.

Tenant agrees that tenant shall indemnify and save harmless and defend YCH, from all suits based on personal injury, bodily injury (including death), or property damage (including destruction) received or claims, damages, and expenses of any kind arising from or in connection with tenant's pet.

4. For each pet described under paragraph 1.A. above, tenant agrees to pay a \$200.00 pet deposit at the time the lease is signed. For any pet described under 1.B. above, tenant agrees to pay a \$100.00 pet deposit. In the case of a current tenant who wishes to obtain a pet, deposit payments must be made prior to bringing the pet onto YCH property. The tenant must pay total amount prior to bring the pet onto YCH property. The above deposits shall not apply to assistance animals.
5. All cats and dogs must be leashed while in common areas of the development. In no instance shall a pet be left tied outside the unit.
6. Registered pet owners are responsible for the removal of and disposal of pet waste. Failure to dispose of waste on YCH grounds will result in a work order charge assessed to the resident's rent account.
7. Cat litter boxes and bird and hamster cages must be changed at least once a week and the contents properly disposed of.
8. Registered pet owners must not allow a pet to be left unattended for a period of 24 hours or more. If YCH discovers that a pet has been left in the unit for over 24 hours unattended, YCH may contact animal control or another authority for the removal of the pet for the health and safety of the pet.
9. Tenant is responsible for the control of noise and odor caused by a pet. If a tenant cannot control the noise of a pet, YCH will require that the pet be removed.
10. Registered pet owners must not allow a pet to stray to other units.
11. Registered pet owners will be responsible to cover or remove pet's open food and water when the Pest Control Company comes to spray the units. YCH will not be responsible for the illness or death of a pet due to tenant's failure to adhere to this regulation.
12. Tenants must not throw food in the yard to feed pets.
13. Feed pet inside unit. Do not leave food and water outside of apartment.
14. A pet cannot weigh over 25 pounds at maturity. This requirement does not apply to assistance animals.

15. Visitors will not be allowed to bring their pets into the development unless that pet is an assistance animal. Tenants who allow visitors to bring pets into their unit, will be subject to pet deposits.
16. YCH will not register a common household pet if the keeping of the pet will violate any applicable house pet rule, or if the presence of the pet will constitute a serious threat to the health of another resident of the development, or if the pet owner fails to provide complete pet registration information and fails to update pet registration annually.
17. A pet will constitute a serious threat to the health of an individual only if the individual has filed with YCH a certificate signed by a licensed physician indicating that exposure to the pet will cause allergic reaction that will constitute such a threat to that individual.
18. If a pet become vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, YCH will require the pet owner to remove the pet immediately from the housing development. If the pet owner refuses, they shall be evicted. If YCH is unable to contact the pet owner, it will contact the appropriate State or local authority to have the pet immediately removed from the development premises.
19. If the health or safety of a 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, YCH will contact the responsible party listed in the pet registration. If YCH has made a reasonable attempt to contract the responsible party, but the party is unwilling or unable to care for the pet, YCH will contact the appropriate State or local authority and request the removal of the pet.
20. Violation of these rules will be grounds for (1) the removal of the pet from the unit for as long as the tenant remains with YCH or (2) termination of the lease in accordance with State and local law and applicable regulations.

**APPENDIX B: ASSISTANCE ANIMAL POLICY**

**YOLO COUNTY HOUSING**  
**Assistance Animal Policy**  
**(24 CFR 960.705)**

1. Policy Overview

In compliance with Section 504 or the Rehabilitation Act of 1973, YCH will permit residents of housing developments to own and maintain assistance animals.

Assistance animals are not pets. They are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or animals that provides emotional support that alleviates one or more identified symptoms or effects of a person’s disability.

Assistance animals—often referred to as “service animals,” “assistance animals,” “support animals,” or “therapy animals”—perform many disability-related functions, including but not limited to guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing minimal protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to those who have a disability-related need for such support.

2. Verification of Need for Assistance Animal

The need for an assistance animal must be verified. The applicant or tenant must sign a release of information form to discuss their request with a person(s) that he or she has designated. Third party verification will be obtained from an appropriate person(s) who is knowledgeable about and can verify the applicant/tenant’s disability. YCH staff may discuss the request or the response with the applicant/tenant prior to making a determination. YCH staff will evaluate the request and the third party response to determine if the request should be accepted or denied.

3. Assistance Animal Registration and Management Approval

All assistance animals must be registered by the tenant with YCH before they are brought onto YCH common areas or buildings, including rental units. The registration shall include:

- g. A complete description of the assistance animal, including breed, age, color, height and weight.
- h. One (1) color photo of the assistance animal, not less than 3” x 3” in size.
- i. The name, address and phone number of at least two persons who have consented to be responsible for the assistance animal in any circumstance where the resident assistance animal owner is unable to care for the assistance animal.

- j. A signed statement by the assistance animal owner that he or she has read the Assistance Animal Policy and agrees to comply with the policy as a condition of his or her lease.
- k. Documentation that the animal is registered with and licensed by Yolo County or the responsible jurisdiction. This license must be kept current at all times.
- l. Proof that any dog or cat is spayed or neutered at the time of registration or, in the case of underage animals, within 30 days of the pet reaching 6 months of age.

4. Refusal to Register Assistance Animals

YCH may decline to register an assistance animal for any of the reasons set forth below. If YCH refuses to register an assistance animal, notification will be provided to the tenant who requested registration. The notice will state the basis for the rejection, as size, disposition, etc., and will be served in accordance with YCH notice requirements.

YCH will refuse to register an assistance animal if:

- a. Keeping the assistance animal would violate any of these Assistance Animal Policies;
- b. The assistance animal owner fails to provide complete assistance animal registration information, or fails to update the registration annually; or
- c. YCH reasonably determines that the assistance animal owner is unable to keep the assistance animal in compliance with the Assistance Animal Policy and other lease obligations. The assistance animal's temperament and behavior may be considered as a factor in determining the assistance animal owner's ability to comply with provisions of the lease.

5. Alterations to Unit

Assistance animal owners shall not alter their units, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited. Storage units cannot be used for animal containment or bird enclosures.

6. Assistance Animal Waste Removal and Cleanliness Requirements

Each assistance animal owner shall keep their unit and all common areas, inside and outside, clean and free of odors, insect infestations, feces, urine and litter. All animal feces are to be picked up and disposed of. Animal waste must be double wrapped in plastic and disposed of with garbage. Note: cat litter, even cat litter described as safe for toilet disposal and plastic or heavy paper used to transport animal feces must not be flushed down the toilet.

**Vaccinations/Inoculations:** Owners of assistance animals must provide a certificate, signed by licensed veterinarian or State or local authority empowered to inoculate animals, stating that the pet has received all inoculations required by State and local laws.

**Compliance with City Codes and Ordinances:** Any local code or ordinance pertaining to animals must be complied with and are hereby incorporated by reference in these policies. Residents must, therefore, comply with the codes and ordinances regarding animals in order to comply with this policy. This includes any ordinances related to the removal and disposal of assistance animal waste.

**Litter Box Requirements:** All animal waste or the litter from litter boxes shall be picked up and emptied every day by the assistance animal owner. Litter boxes shall be stored inside the resident's dwelling unit.

**Removal of Waste:** Resident assistance animal owners are responsible for the removal of assistance animal waste from their yard or their assistance animal's waste from any area by immediately placing the feces in a sealed plastic bag and disposing of it in an outside trash bin. YCH will not tolerate the accumulation of animal feces in any areas wherein animals are kept. Assistance animal owners must remove or dispose of feces immediately.

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

Assistance animals are to be fed inside the unit. Feeding is not allowed on porches, sidewalks, patios or other outside areas. Residents are responsible for the removal of food and water when periodic pest control is performed by YCH.

7. Noise

Assistance animal owners must control the noise of assistance animals so that they do not interfere with or disturb other residents of YCH, or otherwise constitute a nuisance to other residents. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, meowing, chirping or other similar activities.

8. Assistance Animal Care

Assistance animals may not be left unattended for more than twenty-four hours. YCH may remove any assistance animal left unattended in violation of this policy. Each assistance animal owner shall be fully responsible for the care of his or her assistance animal. Assistance animals must be maintained in a manner that prevents any damage to the owner's unit, common areas or to building grounds or any YCH property.

Each assistance animal owner shall maintain his/her assistance animal so that the animal is healthy and not a nuisance to other residents in the building or neighborhood by reason of noise, unpleasant odors, or other objectionable behavior. Assistance animal owners are obligated by this policy to treat animals under their care in a humane, safe and sanitary manner consistent with this policy and local ordinances. Any assistance animal owner who mistreats an assistance animal, fails to adequately feed, exercise, groom and

provide needed medical attention for a sick or injured animal, or confines or otherwise restrains an animal in a way detrimental to their well-being violates the terms of this agreement.

9. Inspections

YCH may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.

10. YCH Staff Access to Assistance Animal Occupied Units

Assistance animal owners are required to notify YCH employees prior to their entry into the assistance animal owners' unit, of the presence of an assistance animal in that unit. Assistance animal owners must also properly restrain the animal during the presence of YCH personnel. Assistance animal owners requesting maintenance service must state in their work order request that an assistance animal is present and the animal that resides in the unit.

YCH employees entering or leaving the assistance animal owner's unit or premises are not responsible for securing or restraining the animal to keep it from leaving the unit. Containment of the assistance animal is at all times the responsibility of the resident assistance animal owner.

11. Nuisance or Threat to Health or Safety

Nothing in this policy shall prohibit YCH from requiring the removal of any assistance animal from a unit if the assistance animal's conduct or condition is duly determined to constitute a nuisance or threat to the health or safety of other tenants. Nuisance behavior shall include, but not be limited to noise, unpleasant odors or other objectionable behavior.

In the event a resident cannot care for his or her assistance animal due to an illness, absence, or death, and persons authorized by the resident to care for the assistance animal(s) cannot be found within twenty-four hours, the resident hereby gives permission for the assistance animal to be released to the Humane Society/Animal Control, in accordance with Humane Society procedures. In no case shall YCH incur any costs or liability for the care of an assistance animal placed in the care of another individual or agency under this procedure.

YCH will take all necessary steps to ensure that assistance animals that are or become vicious; display symptoms of severe illness; or demonstrate behavior that constitutes an immediate threat to the health or safety of others; are referred to the appropriate state or local entity authorized to remove such animals.

12. Assistance Animal Rule Violation Procedures

If YCH determines on the basis of objective facts that a tenant or a member of the tenant's family has violated an assistance animal rule, YCH shall serve a notice of violation to the tenant. Violation of this Assistance Animal Policy shall constitute material violations of the tenant's lease and shall be handled accordingly. This includes the tenant's right to a hearing under YCH Grievance Procedure as provided for elsewhere in the Admissions and Continued Occupancy Policy.

13. Lease Provisions

Failure to comply with the rules and terms of the Assistance Animal Policy constitutes material non-compliance with the provisions of the lease. YCH's determination that the assistance animal is a threat to health and safety shall not, in itself, be grounds for termination of the lease; however, failure to remove an assistance animal judged by YCH to be a nuisance or a threat to health and safety may constitute grounds for lease termination and eviction.

14. Exemption

YCH may at its sole discretion, grant an exemption to any requirement of this Assistance Animal Policy.

**YOLO COUNTY HOUSING**  
**Assistance Animal and/or Pet Registration Form**

Call Name: \_\_\_\_\_

Inoculations (Type): \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Veterinarian Certification: \_\_\_\_\_ Date: \_\_\_\_\_

Names of other persons who will care for the animal(s) if resident is unable to do so:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: Day: \_\_\_\_\_ Night: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: Day: \_\_\_\_\_ Night: \_\_\_\_\_

In the event an animal(s) is left unattended for a period of twenty-four (24) hours or the person(s) listed above cannot care for the animal(s), and if no other person can be found to care for the animal(s), the tenant hereby gives permission for YCH, or their designee, to enter the unit and release the animal(s) to the Humane Society/Animal Control, in accordance with their procedures, and the tenant releases and holds harmless YCH of all responsibility for any animal(s) so removed. The tenant further agrees that he or she will be liable for any costs, which may be associated with the temporary housing and feeding of the animal(s).

I have read YCH's Assistance Animal Policy and/or Pet Policy and understand its provisions. I agree to abide by these provisions fully and understand that permission to keep an animal will be revoked if I fail to do so. I have received a copy of the Policy. Violation of this Policy is a serious violation of the lease and any violation of this Policy can result in termination of tenancy.

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

**APPENDIX C: SMOKE-FREE HOUSING POLICY**

**YOLO COUNTY HOUSING**  
**Smoke-Free Housing Policy**  
**(81 FR 87430)**

This policy bars the use of prohibited tobacco products on all Low-Income Public Housing property owned by Yolo County Housing including but not limited to public housing units, common areas both interiors of buildings and exteriors of buildings, property management offices, playgrounds, soccer fields, etc. Smoking, as defined herein, is prohibited in any building, facility, playground, soccer field or vehicle. As part of this policy, YCH also prohibits the use of electronic nicotine delivery systems (ENDS) in the above areas and is including it in this policy's definition of smoking. Smoking is **only allowed** in **designated** smoking areas on YCH property.

This policy applies to all residents, resident's families, resident's guests and persons under their control, visitors, contractors, service personnel, and employees.

**Purpose**

- 1) To mitigate the irritation and known health effects of secondhand smoke. Smoking or exposure to secondhand smoke (sometimes called environmental tobacco smoke) causes premature death from respiratory disease, cancer or heart disease. Smoking is the number one cause of preventable disease in the United States.
- 2) Smoking or exposure to secondhand smoke (sometimes called environmental tobacco smoke) causes premature death from respiratory disease, cancer or heart disease. According to the EPA, secondhand smoke exposure causes disease and premature death in children and adults who do not smoke. People with chronic diseases such as asthma or cardiovascular disease are particularly vulnerable to the effects of secondhand smoke. Secondhand smoke lingers in the air for hours after cigarettes have been extinguished and can migrate between apartments in multifamily buildings.
- 3) To allow all administrative and maintenance staff the opportunity to perform their job duties in an environment that is nonsmoking.
- 4) Minimize the maintenance, cleaning, painting and redecorating costs associated with smoking.
- 5) Decrease the risk of smoking-related fires to property and personal safety. Fires started by lighted tobacco products, principally cigarettes, constitute the leading cause of residential fire deaths.

**Definitions**

*Public Housing* – Public Housing is defined as low-income housing, and all necessary appurtenances (e.g. community facilities, public housing offices, day care centers, and laundry rooms) thereto, assisted under the U.S. Housing Act of 1937 (the 1937 Act), other than assistance under section 8 of the 1937 Act.

*Development/Property* – All of YCH’s public housing developments and property are included in this policy and all related administrative offices and maintenance facilities.

*Smoking* - The term “smoking” means igniting, inhaling, exhaling, breathing or carrying or possessing any lit cigar, cigarette, pipe, water pipe referred to as hookahs or other tobacco product or similar lighted product in any manner or in any form or any other device containing tobacco, marijuana or other legal or illegal substance that burns. This definition also includes electronic nicotine delivery systems (ENDS) including electronic cigarettes (“e-cigarettes”).

*Indoor Areas* – Indoor Areas are defined as living units/apartments, indoor common areas, electrical rooms and closets, storage units or closets, community bathrooms, lobbies, hallways, laundry rooms, stairways, offices, elevators and all public housing administrative offices/buildings, maintenance facilities and vehicles.

*Individual Apartment /Units* - Individual Apartment/Units are defined **as the interior and exterior spaces tied to a particular apartment/unit**. This includes, but is not limited to, bedrooms, hallways, kitchens, bathroom, patios, balconies, porches and apartment entryway areas.

*Common areas* - Common areas are areas that are open to all residents, resident’s families, resident’s guests, visitors, contractors, service personnel, employees and members of the public. Common areas include:

- (a) Any inside space
- (b) Entryways/entrances
- (c) Patios, porches and balconies
- (d) Lobbies
- (e) Hallways and stairwells
- (f) Elevators
- (g) Management offices
- (h) Maintenance offices and warehouses
- (i) Public restrooms
- (j) Community rooms
- (k) Community kitchens
- (l) Lawns
- (m) Sidewalks and walkways within the development
- (n) Parking lots and spaces
- (o) Playgrounds, parks and picnic areas
- (p) Common areas also include any other area of the buildings or developments where residents, resident’s families, resident’s guests, visitors, contractors, service personnel, employees, and members of the public may go.

**Effective Date**

The effective date of this policy shall be July 30, 2018. All residents, resident’s families, resident’s guests and persons under their control, visitors, contractors, service personnel, employees, and members of

the public will be prohibited from smoking on all Low-Income Public Housing property owned by Yolo County Housing **except in designated smoking areas** including but not limited to housing units, common areas both interiors of buildings and exteriors of buildings, administrative offices, inside the buildings, in common areas, including all housing units starting on that date.

### **Residents Responsibilities and Lease Violations**

- 1) Residents are responsible for the actions of members of their household and guests. Any resident will be considered in violation of the lease if they, members of their household or guests are found smoking in any smoke-free areas included in this policy. Visual observation of smoking is not necessary to substantiate a violation of this policy. For example, the presence of smoke, tobacco smoke odor, burns, or smoke stains within an apartment in combination with butts, ash trays, or other smoking paraphernalia will be considered significant evidence of a policy violation. **Five (5) violations will be considered to be a serious violation of the material terms of the lease and will be cause for eviction.** In addition, resident will be responsible for all costs to remove smoke odor or residue upon any violation of this policy.
- 2) No smoking signs will be posted both outside and inside the buildings, offices and common areas of YCH property. Residents will be responsible to inform all their household, family, and guests and persons under their control that their apartment is smoke free and that their housing may be affected by violators.
- 3) If the smell of tobacco smoke is reported, YCH will seek the source of the smoke and appropriate action will be taken. Residents are encouraged to promptly give YCH staff a written statement of any incident where smoke is migrating into the resident's apartment from sources outside of the resident's apartment.

### **Enforcement**

If a resident is found to be in violation of this policy, the following steps will be taken:

- **First violation:** The first documented violation will result in a verbal warning and referral to smoking cessation resources.
- **Second violation:** The second documented violation will result in a written warning, referral to smoking cessation resources and referral to client services.
- **Third violation:** The third documented violation will result in a second written warning, referral to smoking cessation resources and referral to client services.
- **Fourth violation:** The fourth documented violation, the resident is served with a Notice to Perform Covenant or quit, cessation resources and a third referral to client services.
- **Fifth violation:** The fifth documented violation will result in a Notice to Terminate Tenancy. Any person whose tenancy is terminated due to violation of this policy will be subject to a unit cleaning fee.

In addition, YCH reserves the right to charge a resident a reasonable fee associated with any maintenance costs related to resident's smoking during the duration of their lease.

If an employee is found to be in violation of this policy, any disciplinary actions should be consistent with YCH's Personnel Policy.

### **Adoption of Policy by Resident**

Upon approval of this policy by YCH, all current residents living in YCH's public housing developments will be given a copy of this policy. New residents will be given a copy of this policy at lease-up. After review, both current and new residents will be required to sign the Smoke-Free Housing Lease Addendum within 60 days of the effective date of the policy. A copy will be retained in the resident file. Failure to sign and/or return the Smoke-Free Housing Policy Lease Addendum to the Property Management office in a timely manner will result in a written warning. If still not received after a second warning, eviction procedures will be started. All current residents who smoke will be provided with resources for a cessation program. The development's Property Manager will provide information on cessation program accessibility.

### **Disclaimers and Representations**

- 1) The Smoke-Free Housing Policy does not mean that residents and/or employees will have to quit smoking in order to live and/or work at YCH's public housing developments and offices or drive its vehicles.
- 2) YCH does not guarantee a Smoke-Free Environment. YCH's adoption of the Smoke-Free Housing Policy, and the efforts to designate developments as non-smoking does not make YCH or any of its Board of Commissioners, officers, employees or agents the guarantor of resident's health or of the smoke-free condition. YCH will take reasonable steps to enforce the Smoke-Free Housing Policy. YCH is not required to take steps in response to smoking unless YCH has actual knowledge of the smoking and the identity of the responsible resident.
- 3) YCH's adoption of a non-smoking living environment and the efforts to designate its developments as non-smoking does not in any way change the standard of care that YCH has under applicable law to render its developments any safer, more habitable or improved in terms of air quality standards than any other rental premises. YCH specifically disclaims any implied or express warranties that the air quality in the apartment or the building containing the apartment will improve or be any better than any other rental property. YCH cannot and does not warranty or promise that its developments will be free from secondhand smoke. YCH's adoption of the Smoke-Free Housing Policy does not in any way change the standard of care that it has to the resident's apartments and the common spaces.
- 4) YCH's ability to police, monitor or enforce the Smoke-Free Housing Policy is dependent in significant part on voluntary compliance of residents, resident's household, resident's families, resident's guests and visitors. It is also dependent on the applicable court to enforce lease termination.
- 5) Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that YCH does not assume any higher duty of care to enforce this policy than any other landlord obligation under the lease. YCH is not responsible for smoke

exposure even if the resident, a member of the resident's household, resident's families, resident's guests or visitors have respiratory ailments, allergies, or any other physical or mental condition relating to smoke.

- 6) Even though YCH has adopted a Smoke-Free Housing Policy, it cannot guarantee that smoking will never happen.
- 7) In apartments that used to allow smoking, the effects of that smoking may still linger.

### **Smoking Cessation**

YCH desires to assist any resident who wishes to stop smoking with referrals to various resources available in the community. In addition to these resources, on-site cessation classes may be available. Residents are encouraged to take advantage of these programs.

#### ***Dignity Health/Woodland Memorial Hospital***

The Dignity Health System offers education and support resources for smoking cessation at its Heart and Vascular Institute of Greater Sacramento. Contact information is below:

Dignity Health – Mercy General Hospital  
Alex G. Spanos Heart & Vascular Center  
4001 J Street  
Sacramento, California 95819  
(916) 453-4545  
[www.mercygeneral.org](http://www.mercygeneral.org)

#### ***State of California***

CALIFORNIA SMOKERS' HEPLINE  
**1-800-NO-BUTTS**  
**[www.nobutts.org](http://www.nobutts.org)**

**SPANISH**  
**1-800-45-NO-FUME**

**CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES**  
[www.dhcs.ca.gov](http://www.dhcs.ca.gov)  
[TobaccoFreeCA.org](http://TobaccoFreeCA.org)

#### ***Centers for Disease Control:***

**Office on Smoking and Health**  
**Centers for Disease Control & Prevention (CDC)**  
Toll free number 1-800-232-4636 (1-800-CDC-INFO)  
[www.cdc.gov/tobacco](http://www.cdc.gov/tobacco)

Offers information on tobacco, smoking, and quitting.

**National Institute for Occupational Safety and Health  
Centers for Disease Control & Prevention (CDC)**

Toll free number: 1-800-232-4636 (1-800-CDC-INFO)

[www.cdc.gov/niosh](http://www.cdc.gov/niosh)

Offers information on workplace safety topics and safety practices; can look into potential hazards in workplaces if asked by employers or employees.

***Other Online Resources:***

American Academy of Family Physicians

American Cancer Society

American Heart Association

American Lung Association

National Cancer Institute

National Women's Health Information Center

[www.smokefree.gov](http://www.smokefree.gov)

**YOLO COUNTY HOUSING**

**SMOKE FREE ENVIRONMENT LEASE ADDENDUM**

I, \_\_\_\_\_, understand that the entire property at Yolo County Housing (all buildings, common areas, etc.) are smoke-free. This means no smoking anywhere on YCH property except designated smoking areas. This includes but not limited to the following:

- The interior of all YCH owned buildings, including but not limited to individual units, hallways, stairwells, offices, and common areas. THIS INCLUDES THE INTERIOR OF MY RENTED UNIT.
- Other than designated smoking areas, YCH property will be smoke-free including all buildings, recreational areas, patios, back, front and side yards and porches;
- Within any YCH-owned vehicles, including buses, vans, and work trucks.

I will not smoke and shall assure that my resident family, other persons under my resident family’s control, live-in aide, and my resident family’s guests shall not smoke unless in a designated smoking area or off YCH property. Smoking includes but is not limited to the use of cigarettes, cigars, pipes, tobacco or incense products, including electronic cigarettes and hookahs that emit aerosol and vapor. I understand that cannabis/marijuana or any other controlled substance is **illegal** on YCH public housing property and other federally financed or subsidized property.

I will comply with this Lease Addendum. I understand that any violation of the Lease Addendum is a serious violation of a material term of my Lease and is grounds for Yolo County Housing to terminate my lease in accordance with the Smoke-Free Policy.

\_\_\_\_\_  
Head of Household Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Housing YCH Staff Signature

\_\_\_\_\_  
Date

**APPENDIX D: REASONABLE ACCOMMODATIONS POLICY**

**YOLO COUNTY HOUSING**  
**Reasonable Accommodations Policy**

**INTRODUCTION**

The Reasonable Accommodation Policy and Procedures comprised of **Part A and Part B**, sets forth the policy and procedures of Yolo County Housing (“**YCH**”) in connection with making reasonable accommodations for qualified applicants or residents with disabilities for participation in YCH’s public housing programs and activities. A copy of this Reasonable Accommodation Policy and Procedures is made available in the YCH Administration Office, 147 W. Main Street, Woodland, CA 95695, 530-662-5428, and the Management Office of each public housing development. Additionally, a paper or electronic copy of this Reasonable Accommodations Policy and Procedures may be obtained upon request from the Section 504 Coordinator, Janis Holt at 5309-662-5428 or from our website at [www.ych.ca.gov](http://www.ych.ca.gov).

**Part A. POLICY**

**Section A-1. Definitions**

- 1.1 The term “**ADA**” shall mean the Americans with Disabilities Act.
- 1.2 The term “**FHA**” shall mean the Fair Housing Act of 1968.
- 1.3 The term “**YCH**” shall mean Yolo County Housing.
- 1.4 The term “**Policy**” shall mean Part A of this Reasonable Accommodation Policy and Procedures, as adopted by the YCH Board of Commissioners, and as may be amended.
- 1.5 The term “**Procedures**” shall mean Part B of this Reasonable Accommodation Policy and Procedures, as may be revised from time to time.
- 1.6 The term “**reasonable accommodation**” means a change, modification, alteration, or adaptation in policy procedure, practice, program, or facility that provides a qualified individual with a disability the opportunity to participate in, or benefit from, a program (housing or non-housing) or activity.

## **Section A-2. Policy Statement**

YCH is committed to ensuring that its policies and procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities, on the basis of disability, in connection with the operations of YCH's programs, services and activities. Therefore, if an individual with a disability requires an accommodation such as an accessible feature or modification to the YCH policy, YCH will provide such accommodation unless doing so would result in a fundamental alteration in the nature of the program; or an undue financial and administrative burden. In such a case, YCH will attempt to make another accommodation that would not result in a financial or administrative burden, or a fundamental alteration in the nature of the program.

## **Section A-3. Purpose**

The Policy is intended to:

- communicate YCH's position regarding reasonable accommodations for persons with disabilities in connection with the agency's housing programs, services, and activities;
- establish a procedural guide for implementing such Policy; and
- comply with applicable federal, state and local laws to ensure accessibility for persons with disabilities to housing programs, benefits and services administered by YCH.

## **Section A-4. Authority**

The requirements of this Policy are based upon the following statutes or regulations:

- Section 504 of the Rehabilitation Act of 1973 (Section 504)<sup>1</sup>
- Title II of the Americans with Disabilities Act of 1990 (ADA)<sup>2</sup>
- Fair Housing Act of 1968, as amended (Fair Housing Act)<sup>3</sup>
- Architectural Barriers Act of 1968<sup>4</sup> and;

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<sup>1</sup> 29 U.S.C. § 794; 24 C.F.R. Part 8

<sup>2</sup> 42 U.S.C. §§ 12101 et seq.

<sup>3</sup> 42 U.S.C. §§ 3601-20; 24 C.F.R. Part 100

- the respective implementing regulations for each Act.

#### **Section A-5. Monitoring and Enforcement**

The YCH Section 504 Coordinator is responsible for monitoring YCH’s compliance with, and enforcing the requirements under this Policy. Questions regarding this Policy, its interpretation or implementation should be made by contacting the Section 504 Coordinator in writing, by telephone, or by appointment, as follows:

**Janis Holt – Section 504 Coordinator/General Director**

**147 W. Main Street**

**Woodland, CA 95695**

**530-669-2211**

**1-800-662-9656**

**Fax Number: 530-662-5429**

**TDD/TTY Number: 1-800-545-1833, Ext 626 (for hearing impaired TDD users only)**

#### **Section A-6. Staff Training**

The Section 504 Coordinator will ensure that all appropriate YCH staff receive annual training on the Reasonable Accommodation Policy and Procedures, including all applicable Federal, state and local requirements regarding reasonable accommodation.

#### **Section A-7. Reasonable Accommodation**

A person with a disability may request a reasonable accommodation at any time during the application process, residency in public housing (including all managed non-profit housing), or participation in the Housing Choice Voucher and Moderate Rehabilitation Programs of YCH. The individual, YCH staff or any person identified by the individual, must reduce all requests to writing.

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<sup>4</sup> 42 U.S.C. §§ 4151-4157

Reasonable accommodation methods or actions that may be appropriate for a particular program and individual may be found to be inappropriate for another program or individual. The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis and takes into consideration the disability and the needs of the individual as well as the nature of the program or activity in which the individual seeks to participate.

#### **Section A-8. Application of Reasonable Accommodation Policy**

The Reasonable Accommodation Policy applies to individuals with disabilities in the following programs provided by YCH:

- (a) Applicants to public housing;
- (b) Applicants of all Housing Choice Voucher and Moderate Rehabilitation Programs;
- (c) Residents of public housing developments;
- (d) Participants of the Housing Choice Voucher and Moderate Rehabilitation Programs; and
- (e) Participants in all other programs or activities receiving Federal or State financial assistance that are conducted or sponsored by the YCH, its agents or contractors including all non-housing facilities and common areas owned or operated by the YCH.

#### **Section A-9. Person with a Disability**

An individual is disabled if s/he has a physical or mental impairment that limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. Physical or mental impairment includes:

- (a) Having any physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss that affects one or more of the following body systems: neurological, immunological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genito-urinary, hemic and lymphatic, skin; and endocrine; or
- (b) Having any mental or psychological disorder or condition, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

- (c) Having such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, HIV, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

#### **Section A-10. Examples of Reasonable Accommodations**

Examples of reasonable accommodations may include, but are not limited to:

- (a) Making a unit, part of a unit or public and common use element accessible for the head of household or a household member with a disability who is on the lease;
- (b) Permitting a family to have a service or assistance-animal necessary to assist a family member with a disability;
- (c) Allowing a live-in aide to reside in an appropriately sized YCH unit;
- (d) Transferring a resident to a unit on a lower level or a unit that is completely on one level;
- (e) Making documents available in large type, computer disc or Braille;
- (f) Providing qualified sign language interpreters for applicant or resident appointments/meetings with YCH staff; or at resident meetings;
- (g) Installing strobe type flashing lights and other such equipment for a family member with a hearing impairment;
- (h) Permitting an outside agency or family member to assist a resident or an applicant in meeting screening criteria or meeting essential lease obligations;
- (i) Permitting requests for extensions of Housing Choice Vouchers if there is a difficulty in locating a unit with suitable accessible features or otherwise appropriate for the family; and
- (j) Approving a request for exception payment standard amounts under the Housing Choice Voucher Program in accordance with 24 C.F. R. §§ 8.28 and 982.504(b)(2) as a reasonable accommodation for a family member with a disability.

### **Section A-11. General Principles for Providing Reasonable Accommodations**

Listed are the general principles which provide a foundation for the Policy and which YCH staff will apply when responding to requests for reasonable accommodations within all YCH housing programs:

- 11.1 It is presumed that the individual with a disability is usually knowledgeable of the appropriate types of, and methods for providing, reasonable accommodations needed when making a request. However, YCH reserves the right to investigate and offer equally effective alternatives to the requested accommodation, and/or alternative methods for providing the requested accommodation. If the Reasonable Accommodation cannot be agreed upon by both parties; the individual may file a grievance in accordance with the Reasonable Accommodation Grievance Procedure.
- 11.2 The procedure for evaluation and responding to requests for a reasonable accommodation relies on a cooperative relationship between YCH and the applicant/resident.
- 11.3 YCH shall inform all applicants and residents of alternative forms of communication. The Request Form is designed to assist YCH and our applicants/residents. If an applicant/resident does not, or cannot use the Request Form, YCH will still respond to the request for an accommodation. The applicant/resident may request that the Request Form be provided in an equally effective format or means of communication. (For example: qualified interpreters, TDD/TTY line, qualified readers, large print materials, etc.)
- 11.4 All written documents required by or as a result of this Policy must contain plain language and be in appropriate alternative formats in order to communicate information and decisions to the person requesting the accommodation.
- 11.5 Any required meetings with a person with a disability will be held in an accessible location.

### **Section A-12. Amendment**

- 12.1 Policy. The Policy may be amended only by resolution of the Board of Commissioners.
- 12.2 Procedures. The Procedures may be amended within the scope of the Policy by the Executive Director of YCH.

12.3 Legal Compliance. Any amendment to the Policy or Procedures shall be consistent with all applicable laws and regulations.

## **PART B. PROCEDURES**

### **Section B-1. Processing of Reasonable Accommodation Requests**

Yolo County Housing (YCH) will provide the “Request for Reasonable Accommodation/Reasonable Modification Form”, (the “**Request Form**”), attached hereto, to all applicants, residents or individuals with disabilities who request a reasonable accommodation.

Individuals may submit their reasonable accommodation request(s) in writing, orally, or by any other equally effective means of communication. However, YCH will ensure that all reasonable accommodation requests will be reduced to writing by assisting persons unable to submit written requests. If needed as a reasonable accommodation, YCH will assist the individual in completing the Request Form. In completing the Request Form, the YCH staff person will read it and confirm the content with the individual requesting the Reasonable Accommodation.

- (a) YCH will provide all applicants with the Request Form as an attachment to the YCH application. The Request Form will be provided in an alternative format, upon request.
- (b) Reasonable accommodations will be made for applicants during the application process. All applications must be taken in an accessible location. Applications will be made available in accessible formats. YCH will provide applicants with appropriate auxiliary aids and services, including qualified sign language interpreters and readers, upon request.
- (c) YCH will provide all residents with the Request Form during annual re-certification, and upon request. YCH will provide the Request Form in an alternate format, upon request.
- (d) Residents seeking accommodation(s) may contact the housing management office, including office of private management companies acting on behalf of YCH, within their housing development. In addition, residents may also contact the Section 504 Coordinator’s office directly to request the accommodation(s).

- (e) Within eight (8) business days<sup>5</sup> of receipt of the Request Form, the Housing Specialist (housing choice voucher or public housing) will review the resident's reasonable accommodation request(s) with the Section 504 Coordinator.
- (f) Within twelve (12) business days of receipt of the Request Form, the 504 Coordinator or the Housing Specialist will submit the Verification of Need for Reasonable Accommodation/Reasonable Modification Form (hereinafter referred to as the "Verification Form") by mail or fax to the designated, qualified professional for completion with a requested mail or fax return to the Housing Specialist or 504 Coordinator.
- (g) YCH will consent to or deny the request within ten (10) business days after receiving all needed information and documentation from the resident and/or qualified professional. All decisions to grant or deny reasonable accommodations will be communicated in writing or if required, in an alternative format in order to communicate the decision to the applicant/resident. Exceptions to the ten (10) business day period for notification of YCH's decision on the request will be provided to the resident in writing setting forth the reasons for the delay.
- (h) If YCH approves the accommodation request(s), the resident will be notified of the projected date of implementation (if applicable).
- (i) If the accommodation is denied, the resident will be notified of the reasons for denial. In addition, the notification of the denial will also provide the resident with information regarding YCH HUD-approved Grievance Procedure.
- (j) All written notifications of decisions to grant or deny reasonable accommodations will be forwarded to the YCH Housing Specialist for the resident's file.

**Section B-2. Verification of Reasonable Accommodation Request**

YCH may request documentation of the need for a Reasonable Accommodation as identified on the Request Form. In addition, YCH may request that the individual provide suggested reasonable accommodations.

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<sup>5</sup> The term "business days" shall mean those days of the week that the YCH offices are open, Monday through Thursday, excluding Fridays, Saturdays, Sundays, and holidays observed by YCH.

YCH may verify a person's disability only to the extent necessary to ensure that individuals who have requested a reasonable accommodation have a disability-based need for the requested accommodation.

However, YCH may not require individuals to disclose confidential medical records in order to verify a disability. In addition, YCH may not require specific details regarding the individual's disability. YCH may only request documentation to confirm the disability-related need(s) for the requested reasonable accommodation(s). YCH requires verification of the "nexus" between the disability need and the requested reasonable accommodation from a qualified professional on the Verification Form. YCH may not require the individual or qualified professional to disclose the specific disability(ies); or the nature or extent of the individual's disability(ies).

The following qualified professionals may provide verification of an applicant/resident's disability and the need for the requested accommodation(s) – (the nexus):

- (a) Physician;
- (b) Licensed health professional;
- (c) Licensed Professional representing an applicable social service agency; or
- (d) Disability agency or clinic.

As stated in Section B-1(g); YCH will approve or deny the request within ten (10) business days after receiving all needed information and documentation from the resident and/or qualified professional.

### **Section B-3. Denial of Reasonable Accommodation Request(s)**

Requested accommodations will not be approved if one of the following would occur as a result:

- (a) A violation of State and/or federal law;
- (b) The applicant/resident does not qualify as an "individual with a disability";
- (c) The requested accommodation is not related to the resident/applicant's disability;
- (d) A fundamental alteration in the nature of the YCH public housing program;

- (e) An undue financial and administrative burden on YCH;
- (f) A structurally infeasible alteration; or
- (g) An alteration requiring the removal or alteration of a load-bearing structural member.

**Section B-4. Transfer as Reasonable Accommodation in Public Housing**

YCH shall not require a public housing resident with a disability to accept a transfer in-lieu of providing a reasonable accommodation. However, if a public housing resident with a disability requests dwelling unit modifications that involve structural changes, including, but not limited to widening entrances, rooms, or hallways, and there is a vacant comparable, appropriately sized UFAS-compliant unit in that resident's project or an adjacent project, YCH may offer to transfer the resident to the vacant unit in his/her project or adjacent project in-lieu of providing structural modifications. However, if that resident rejects the offered transfer or voucher, YCH shall make modifications to the resident's unit unless doing so would be structurally impracticable or would result in an undue financial and administrative burden.

If the resident accepts the transfer, YCH will work with the resident to obtain moving expenses from social service agencies or other similar sources. If that effort to obtain moving expenses is unsuccessful within thirty (30) days of the assignment of the dwelling unit, YCH shall pay the reasonable moving expenses, including utilities fees and deposits. Nothing contained in this paragraph is intended to modify the terms of YCH's Tenant and Assignment Plan and any resident's rights hereunder.

**Section B-5. Housing Choice Voucher as Reasonable Accommodation**

- (a) When issuing a voucher as an accommodation, YCH must include a list of current available accessible units known to YCH, upon request. YCH will also provide search assistance. YCH may also partner with a qualified, local disability organization to assist the resident or applicant to search for available, accessible housing. *See 24 C.F.R. § 8.28.*
- (b) Extensions beyond the maximum term of one hundred eighty (180) days are available as a reasonable accommodation to eligible individuals with disabilities. These extensions are subject

to documentation that a diligent effort to locate a unit has been conducted considering any impediments to searching because of a family member's disability.

- (c) YCH may, if necessary as a reasonable accommodation for an individual with a disability, approve a family's request for an exception payment standard amount under the Housing Choice Voucher Program so that the program is readily accessible to and usable by individuals with disabilities. *See 24 C.F.R. § 8.28 and 982.504(b)(2).*
- (d) Upon request by an applicant, participant, or their representative, YCH will ask the HUD Field Office for an exception payment standard up to 120% of the Fair Market Rent ("FMR"). However, the applicant, participant or the representative, must provide documentation of the need for the exception payment standard to YCH.
- (e) In exceptional cases, YCH may ask the Assistant Secretary for Public and Indian Housing of HUD for an exception payment standard amount over 120% of the FMR, provided the applicant, participant or the representative provides the appropriate supporting documentation.

#### **Section B-6. Service or Assistance Animals**

Residents of YCH with disabilities are permitted to have assistance animals, if such animals are necessary as a reasonable accommodation for their disabilities. YCH residents or potential residents who need an assistance animal as a reasonable accommodation must request the accommodation in accordance with the Reasonable Accommodation Policy. Assistance animals are not subject to the requirements of YCH's Pet Policy.

#### **Section B-7. Right to Appeal/Grievance Process**

- 1) The public housing applicant or resident may file a complaint in accordance with YCH's HUD-approved Grievance Procedure following a formal determination by the YCH Section 504 Coordinator.
- 2) The Housing Choice Voucher and Moderate Rehabilitation Program participant or applicant may file a complaint in accordance with YCH's HUD-Approved Grievance Procedure following a formal determination by the YCH Section 504 Coordinator.

- 3) An applicant or resident may, at any time, exercise their right to appeal a YCH decision through the local HUD office or the U.S. Department of Justice. Individuals may contact the local HUD office at:

**San Francisco Regional Office of FHEO  
U.S. Department of Housing and Urban Development  
One Sansome Street, Suite 1200  
San Francisco, CA 94104  
(415) 489-6536  
(800) 347-3739  
TTY: (415) 436-6594**

**REQUEST FOR REASONABLE ACCOMMODATION**

YOLO COUNTY HOUSING

147 West Main Street, Woodland, CA 95695

**Return to:** 504 Coordinator: Janis Holt, 530-662-5428, **530-662-5429(fax)**, or [jholt@ych.ca.gov](mailto:jholt@ych.ca.gov)

**Instructions:** Complete this form if you, or a member of your family, is a person with a disability and you wish to request a change, exception, or adjustment in a Yolo County Housing (hereinafter, YCH) rule, policy, practice, or service in order to have an equal opportunity to use and enjoy housing or housing assistance administered by YCH. **If you need assistance completing this form, please contact your YCH representative.**

**Household File Name:** \_\_\_\_\_ **Phone/TDD #:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
*Street Address/City/Zip Code*

1. The following family member, \_\_\_\_\_ born \_\_\_\_\_ (*optional*), has a physical or mental impairment that limits one or more major life activities (or a record of having such an impairment, or of being regarded as having such an impairment).

2. State the accommodation needed in order for this person to have an equal opportunity to use and enjoy housing or housing assistance administered by YCH:

\_\_\_\_\_  
\_\_\_\_\_

3. Describe how this accommodation will allow this person to have an equal opportunity to use and enjoy housing or housing assistance administered by YCH:

\_\_\_\_\_  
\_\_\_\_\_

YCH grants requests for a reasonable accommodations/modifications based on an identifiable relationship, or nexus, between the requested accommodation and the person's disability. **List the name and contact information** of the knowledgeable person who can verify the disability-related need for the accommodation. The person you identify should be the individual providing services that relate to the family member's physical or mental impairment (medical professional, social service provider, etc.).

**Name of Physician/Health Care Provider/Professional:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
*Street Address/City/Zip Code*

**Phone Number:** \_\_\_\_\_ **FAX Number:** \_\_\_\_\_

**Authorization to Release Information:** I authorize the Care Provider listed above to disclose the information requested on this form to YCH regarding the need for a reasonable accommodation/reasonable modification. **I understand** the information YCH obtains will be kept confidential and used solely to determine if a reasonable accommodation and/or

modification should be provided. **I understand** that YCH will process this request by communicating directly with the care provider identified above and that I will be notified in writing of the determination. **I understand** that YCH may, at its sole discretion, periodically reassess the need for any granted reasonable accommodation. This authorization expires 90 days from the date of signature below.

\_\_\_\_\_  
Printed Name of Family Member

\_\_\_\_\_  
Signature of Family Member (if 18 years or older)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Head of Household

\_\_\_\_\_  
Signature of Head of Household

\_\_\_\_\_  
Date

**REQUEST FOR VERIFICATION OF REASONABLE ACCOMMODATION/MODIFICATION**  
YOLO COUNTY HOUSING  
147 West Main Street, Woodland, CA 95695  
504 Coordinator: Janis Holt, 530-662-5428, 530-662-5429(fax), or jholt@ych.ca.gov

To: \_\_\_\_\_

Re: \_\_\_\_\_  
Name of Family Member with a Disability in Need of Accommodation      DOB      Head of Household

The individual listed above has provided information on the attached Request for Reasonable Accommodation form identifying self or a family member, as having a physical or mental impairment that limits one or more major life activities (or a record of having such an impairment, or of being regarded as having such an impairment). This request requires a change, exception, or adjustment in a Yolo County Housing (YCH) rule, policy, practice, or service in order to allow the person to have an equal opportunity to use and enjoy housing or housing assistance administered by YCH.

YCH grants requests for accommodations and/or modifications based on an identifiable relationship, or nexus, between the requested accommodation and the person's disability. The person listed above has authorized you to release information to YCH regarding this nexus.

Thank you for responding to the questions and verifying with your signature below.

**Questions for the Care Provider (Please refer to the Reasonable Accommodation Request Form):**

1. I certify that this individual has a disability as defined above.     Yes     No  
If "Yes", **answer questions #2-#6 and sign**, if "No" please sign at the bottom of the page and return to 504 Coordinator.

2. If "Yes", what accommodation or modification would give this person an **equal opportunity** to use and enjoy housing or housing assistance administered by YCH (check all that apply)?

Live In Aide (24/7)     Companion Animal     Extra Room for Medical Equipment  
 Transfer to Different Unit (Please explain) \_\_\_\_\_  
 Modification to Unit (Please explain) \_\_\_\_\_  
 Other (Please explain) \_\_\_\_\_

3. Is there a direct nexus between the individual's disability and the accommodation listed above?     Yes  
 No

4. In your opinion, is the requested accommodation necessary to provide the disabled individual an equal opportunity to use and enjoy the housing or housing assistance?     Yes     No  
If yes, please state the basis for your opinion, omitting confidential medical information.

\_\_\_\_\_  
\_\_\_\_\_

5. Would an alternate accommodation allow the person with the disability to have an equal opportunity to use and enjoy housing or housing assistance administered by YCH? If so, describe: \_\_\_\_\_

6. How often should this accommodation be renewed by YCH through the care provider?

- No renewal required, this is a permanent, necessary accommodation
- Renew in: \_\_\_ One year    \_\_\_ Two Years    \_\_\_ Five Years    \_\_\_ Other

**I declare under penalty of perjury that the foregoing is true and correct. Executed this**  
\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_  
**Printed Name of Care Provider**

\_\_\_\_\_  
**Signature of Care Provider**

**YOLO COUNTY HOUSING**  
147 West Main Street, Woodland, CA 95695  
504 Coordinator: Janis Holt, 530-662-5428 or [jholt@ych.ca.gov](mailto:jholt@ych.ca.gov)

**REASONABLE ACCOMMODATION NOTIFICATION FORM**

**Household File Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
*Street Address/City/Zip Code*

**Name of Individual Requesting Accommodation:** \_\_\_\_\_

Yolo County Housing has received and processed your request for a reasonable accommodation or modification to accommodate you or your family members' disability. In accordance with the YCH Reasonable Accommodation Policy and Procedures, your request for:

Live In Aide  Separate Bedroom for Medical Equipment

Companion Animal\*  Transfer to \_\_\_\_\_

\*Be advised that YCH has the authority to regulate assistance animals under applicable federal, state, and local law.

Modification: \_\_\_\_\_

Other/Alternate: \_\_\_\_\_

**Has been approved.**

\_\_\_ Renew in \_\_\_ year(s).

\_\_\_ No renewal is required. This is a permanent modification/accommodation.

**Has been denied.**

\_\_\_ Unable to verify through third party care provider.

\_\_\_ Unable to establish "nexus" between the disability and requested accommodation.

\_\_\_ Other \_\_\_\_\_

\_\_\_\_\_  
Janis R. Holt  
Printed Name of 504 Coordinator

\_\_\_\_\_  
Signature of 504 Coordinator

\_\_\_\_\_  
Date

If you disagree with the 504 Coordinator's decision, you can dispute the decision through the Yolo County Housing Reasonable Accommodation Grievance Procedure. A copy of the Grievance Procedure is available at any Yolo County Housing office location, at [www.ych.ca.gov](http://www.ych.ca.gov), or by contacting the 504 Coordinator, Janis Holt at 530-662-5428 or [jholt@ych.ca.gov](mailto:jholt@ych.ca.gov).

**APPENDIX E: LANGUAGE ASSISTANCE PLAN**



**YOLO COUNTY HOUSING**

**Language Assistance Plan (LAP)  
for Limited English Proficiency (LEP) Persons**

**Staff Contact**

Janis Holt  
Resource Administrator  
147 W. Main St.  
Woodland, CA 95695  
Phone: (530) 669-2211  
Fax: (530) 662-5428  
TDD: (800) 545-1833, extension 626

**Adopted by the YCH Board of Commissioners: December 17, 2009**

**Revised and Adopted by the YCH Board of Commissioners: February 18, 2010**

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## I. Purpose and Legal Basis

The purpose of this plan is to ensure that people who do not speak English proficiently receive the language assistance necessary to allow them meaningful access to Yolo County Housing (YCH) programs, services and information.

YCH shall identify potential Limited English Proficiency (LEP) persons, notify them that translation and interpretation services are available at no cost, and provide the needed language assistance. YCH shall also take into account HUD's four factor analysis (i.e., balancing clients' needs while not incurring excessive burden on YCH resources). At no time shall any YCH employee or contractor indicate that any LEP applicant or client might be charged for interpreter or translation services.

This plan implements the Title VI language access responsibilities of human services providers receiving federal financial assistance from the U.S. Department of Health and Human Services. This plan serves to meet the legal obligation of language access requirements in compliance of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.; 45 CFR 80 and in accordance with the office for Civil Rights policy Guidance, 65 Fed. Reg. 52762 (2000).

The plan is based on the Department of Housing and Urban Development's Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (2007).

## II. Definitions

Limited English Proficiency (LEP) person: A person who does not speak English as his/her primary language and who has a limited ability to read, write, speak or understand English. Such persons may be entitled to language assistance at no cost to themselves with respect to a particular type of service, benefit or encounter.

Vital document: Any document that contains information that is critical for obtaining or maintaining the services or benefits that are supported by Federal funds, or that are required by law. Such documents may include but are not limited to applications, consent forms, notices that require a response from the participant or beneficiary, legal notices, and notices advising LEP persons of the availability of free language services.

Interpretation: The act of listening to one language and orally converting it into another language. Interpreting is a sophisticated skill that requires training beyond simply being bilingual. An interpreter needs to show proficient knowledge of both the source and target language, but he or she does not necessarily need to be formally certified. YCH shall not assume interpreters who can translate orally can also translate written text.

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Translation: The replacement of a written text from one language into an equivalent written text in another language. Because LEP persons may not be able to read their native languages, back-up availability of oral interpretation needs to also be considered.

### **III. Identifying LEP Persons Who Need Language Assistance**

YCH shall strive to use the most current data available in tailoring its services to meet the needs of its LEP constituents. To discern the language assistance needs of its general eligible population, YCH will use a variety of data sources. To discern the needs of individual clients, it will rely on client self-identification and staff interactions.

YCH shall use the following procedure to determine the number of LEP persons currently using Yolo County Housing services and the number of LEP persons in the jurisdiction who may be eligible to receive services.

1. YCH data. The languages and degree of proficiency previously encountered by staff shall be tabulated and analyzed (Appendix A)
2. Client data. Clients can self-report their respective language using "I Speak" cards. The number and variety of languages will be considered in the final assessment. The most common languages will also be part of a simple, laminated flip book posted at YCH offices so clients can point to their language and identify themselves faster.
3. Federal Data. The latest Census Department language demographics for Yolo County shall be analyzed. (Appendix B) Because the last Census occurred nine years ago it is important to use other data sources as well.
4. State and local data. Data from government and community-based organizations shall also be analyzed. This includes discussions with county and non-profit agencies such as the Department of Health and Human Services, the Health Department, and the Department of Employment and Social Services. YCH shall also incorporate data from Yolo County School Districts. (Appendix C)

### **IV. Language Assistance Plan: Determining the Type of Language Service Needed**

YCH shall use HUD's four factor analysis to decide the type and scope of language assistance services it provides:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by YCH.
2. The frequency with which LEP persons come in contact with YCH.
3. The nature and importance of the program, activity, or service provided by YCH to people's lives.
4. The resources available to YCH and costs.

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These four factors shall be used to address individual client's needs as well as to craft policy for the entire YCH service area. Although the conclusions of this analysis may change, the underlying goal behind them is constant: to ensure LEP persons have meaningful access to critical services while not imposing undue financial burdens on YCH.

YCH shall take extra steps to provide written translations for specific LEP populations that represent a significant portion of its clientele. YCH shall use the following HUD criteria in conjunction with the four-factor analysis to comply with its written-translation obligations:

- A. YCH shall offer written translations of vital documents for each eligible LEP language group that constitutes five percent (5%) or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally; or
- B. If there are fewer than 50 persons in a language group that reaches the five percent trigger in subparagraph A, YCH shall not translate vital written materials but instead provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

**Conclusions about the YCH Language Demographic for 2009**

After analyzing the Yolo County's language demographics, YCH shall translate vital documents into Spanish and Russian.

Yolo County's LEP Spanish-speaking population contains more than the necessary 1,000 persons needed to mandate translation of vital documents. Although the LEP Russian-speaking population does not constitute 1,000 persons nor five percent of the county's eligible population, internal polling of staff suggests that YCH has frequent contact with LEP Russian speakers in its housing and voucher programs.

Additional interpretation or translation services for these two languages—as well as for other LEP populations—will be handled on an individual basis using the four factor analysis and the implementation plan below.

**V. Language Assistance Plan: Implementation of LEP services**

YCH shall offer the opportunity for meaningful access to all LEP clients. If a client asks for language assistance, or if staff identifies a client who needs assistance, YCH shall make reasonable efforts to provide free language assistance.

The following options shall be considered when providing language services:

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- Bilingual staff or in-house interpreters. Bilingual staff shall be identified and their effectiveness monitored through client satisfaction surveys. A list of such people shall be compiled and accessible to all staff members.
- Family members or friends. Staff shall never require or encourage a LEP client to use family members or friends as interpreters; however, YCH will also not deter clients if they prefer to use a friend or family member.
- Contracted interpreters/translators. YCH shall develop and maintain an index of interpreters and translators for staff to use when language services are required for LEP persons.
- Community organizations and volunteers. Volunteers who understand this Plan, the ethics of translation, and can interpret or translate to the client's satisfaction. YCH shall also have an index of community volunteers.
- Telephone interpreter services. YCH shall investigate the feasibility of such a service and, if acceptable, shall maintain a phone number and protocol for how to use it.

At no time shall children under the age of 18-years-old be used to interpret or translate.

#### **Documenting the LAP implementation**

The responsibility of documenting adherence to these procedures lies with the YCH staff member working closest with the client. Nevertheless, all staff members who work with clients, especially those who act as first points of contact, shall identify and address language needs of members of LEP populations in a timely manner. The YCH Resource Administrator shall oversee the implementation of this Plan as a whole.

## **VI. Language Assistance Plan: Ensuring the quality of language services**

YCH shall make every reasonable effort to ensure that the language services it provides are of high quality and that the competency of the interpreters and translators is appropriate to the situation.

Bilingual staff and in-house interpreters will be third-party certified in speaking and/or reading and writing. They will receive YCH's LAP staff training, be familiar with this Plan, and understand the ethics of interpretation.

When using contracted interpreters or translators, YCH shall use contractual language to ensure that outside vendors are bound by the legal requirements of the YCH policies. All contracted services are required to demonstrate that the interpreters they employ receive training in the ethics and competency standards of interpreting. Agencies shall be required to ensure that their interpreters have been tested on their fluency in both English and the non-English language. YCH will make visits to these agencies and review their training and testing methods on an as-needed basis.

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Because there are at least 42 different languages spoken by LEP persons in Yolo County, it is impossible for the YCH staff to corroborate the accuracy of every interpretation. Therefore, YCH shall use client satisfaction surveys on a sampling of customers to determine if the interpretation services it offers are sufficient (Appendix D). Surveys will be returned to the Resource Administrator. If a client was satisfied with the thoroughness of the interpretation or translation he or she received, then the type and quality of that service shall suffice. This procedure shall be used for both in-house and contracted services.

YCH will work to increase current LEP Resources including translation of identified vital documents into Spanish (see Appendix D). YCH will also endeavor to translate vital documents into Russian.

### **VII. Language Assistance Plan: Staff Training**

YCH shall train its staff about its LAP plan and policies. They will know how to implement the procedures, such as:

- How to respond to LEP callers or written communications from LEP clients
- How to assess what language assistance is needed and use the "I Speak" cards
- How to access outside language line service
- The type and location of translated documents
- Which staff speak other languages and are available for interpretation at appointments
- What outside vendors are available for interpretation

Bilingual staff shall also be trained to understand the ethics of translation, such as how to adhere to their role of interpreter without deviating into a counselor, legal advisor or other role.

### **VIII. Language Assistance Plan: Notification to LEP persons**

YCH shall make a reasonable effort to try and alert all LEP persons that they may receive free language assistance. Examples of these efforts are:

- Posting signs in common areas of public housing buildings and in the YCH office lobby in Spanish and Russian.
- Stating in outreach booklets, brochures, web page and other documents that language services are available free of charge.
- Printing at the bottom of critical documents a brief tag that says "If you need this document translated, contact YCH" in Spanish and Russian.
- Include a flier with the main voucher and housing applications that alerts clients to YCH no cost language services.
- Employing a telephone voice mail menu that clients can access 24/7.

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- Translating pages on the YCH website: www.ycha.org, and including information about the availability of free language assistance.
- Working with grassroots and faith-based community organizations that might interact with LEP persons to alert those persons that they can attain free interpretation or translation of their YCH documents.

## **IX. Monitoring and Updating the Language Assistance Plan**

YCH will routinely monitor this Plan's effectiveness. The YCH Resource Administrator shall coordinate this assessment and review data collected. An overall analysis of YCH plans and policies shall be conducted annually. This evaluation shall include, among other elements:

- Reclassification of vital and non-vital documents
- Demographic changes in Yolo County
- Feedback from staff about their implementation and understanding of LAP policies
- Feedback from clients about their satisfaction with YCH language assistance
- Feedback from Community Based Organizations on LEP/LAP process and assistance.

The customer feedback forms will be returned to the YCH Resource Administrator who will evaluate and follow up as needed. YCH staff will provide an annual report to the Board of Commissioners on the effectiveness of the Language Assistance Plan.

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## Appendix A

### Tabulated Staff Data for LEP Persons Previously Encountered, 2009

This table examines the most current number of clients that have already been identified as LEP. (Applicant and waiting list data is being collected)

Language	Number of LEP Speakers	Percent of Total Clients
Spanish	258	15.52%
Russian	99	5.96%
Laotian	13	Less than 1%
Punjabi	7	Less than 1%
Other	15	Less than 1%

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## Appendix B

### Most Recent U.S. Census Data for Yolo County

This table examines the most recent language demographic for Yolo County as tabulated by the U.S. Census. An estimated 16,899 Spanish speakers, or 9.4% of total Yolo County residents, speak English less than very well and would qualify as LEP Spanish-speaking persons. This is a sufficient amount to break the 1,000 person or 5% threshold, as well as to merit specific LAP attention.

LANGUAGE SPOKEN AT HOME				
	Estimate	Margin of Error	Percent	Margin of Error
<b>Population 5 years and over</b>	<b>179,171</b>	<b>+/-83</b>	<b>100%</b>	<b>(X)</b>
English only	116,341	+/-2,590	64.9%	+/-1.4
Language other than English	62,830	+/-2,592	35.1%	+/-1.4
Speak English less than "very well"	26,256	+/-1,840	14.7%	+/-1.0
Spanish	35,886	+/-1,717	20.0%	+/-1.0
Speak English less than "very well"	16,899	+/-1,495	9.4%	+/-0.8
Other Indo-European languages	12,581	+/-1,770	7.0%	+/-1.0
Speak English less than "very well"	4,417	+/-812	2.5%	+/-0.5
Asian and Pacific Islander languages	13,139	+/-1,114	7.3%	+/-0.6
Speak English less than "very well"	4,742	+/-748	2.6%	+/-0.4
Other languages	1,224	+/-434	0.7%	+/-0.2
Speak English less than "very well"	198	+/-151	0.1%	+/-0.1

Data from 2005-2007 American Community Survey 3-Year Estimates, U.S. Census  
[http://factfinder.census.gov/servlet/ADPTable?\\_bm=y&-context=adp&-qr\\_name=ACS\\_2007\\_3YR\\_G00\\_DP3YR2&-ds\\_name=ACS\\_2007\\_3YR\\_G00\\_&-tree\\_id=3307&-redol\\_cq=false&-geo\\_id=05000US06113&-sse=on&-format=&-lang=en](http://factfinder.census.gov/servlet/ADPTable?_bm=y&-context=adp&-qr_name=ACS_2007_3YR_G00_DP3YR2&-ds_name=ACS_2007_3YR_G00_&-tree_id=3307&-redol_cq=false&-geo_id=05000US06113&-sse=on&-format=&-lang=en)

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## Appendix C

### Estimating LEP and School District EL Speakers for Yolo County

#### Background

HUD describes adults who cannot speak English adequately as having Limited English Proficiency (LEP). California K-12 students in the same condition are called English Learners (EL). This analysis attempts to calculate the number of Yolo County LEP residents by examining the number of Yolo County EL students.

Obviously, these are two different populations. Nevertheless, this analysis is not meant to be comprehensive nor exacting. It is only a cursory calculation, one created primarily to uncover any significant LEP populations that might have been missed from other data sources. It also acts as a rough barometer to see which LEP populations are close to the 1000-speaker mark or will be in the near future (Figure 1).

The number 1,000 is significant. For YCH to be required to translate "vital documents" into a population's non-English language, there needs to be at least 1,000 LEP speakers or a LEP group must represent 5% of the area's eligible population, whichever is less. (Individual translations will still occur as needed, just not systematically.)

This analysis examines the numerical and not the proportional aspect of that requirement. It ignores the percentages because EL students are not the same as LEP adults, and their relative proportion to the fully-fluent population will have only a rough, though still some, correlation (Figure 2).

#### Conclusion

The Spanish EL population has a significant presence in Yolo County: there are and will continue to be more than 1,000 speakers. Thus, as suggested by other data sources as well, YCH vital documents need to be translated into Spanish. (See Figure 1.)

Neither of the next two biggest groups, Russian and Punjabi, will likely have more than 1,000 students in the next five years. Nevertheless, based on other data sources, more than 5% of its housing residents and voucher recipients are Russian LEP speakers; therefore, YCH will also translate vital documents into Russian.

Spanish and English are the only specific languages tabulated by the U.S. Census. (The others are grouped into language families). So this school district analysis is also useful in that it reveals the specific languages besides these two that are common in Yolo County: Russian, Punjabi, Mandarin, Korean and Hindi.

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**Figure 1: Current and Projected Number of EL Students in Yolo County K-12 School Districts**

Year	Proj # of EL Students (1)	Proj. # of EL Spanish (2)	Proj. # EL of Russian (3)	Proj. # EL of Punjabi (4)
2007-08	8197	5429	350	195
2008-09	8323	5495	365	218
2009-10	8449	5561	380	241
2010-11	8575	5627	395	264

**Methodology behind the numbers in Figure 1**

- (1) **Projected Number of EL Students.** The projected number of total EL students for Yolo County is based on a rate of 126 new EL speakers per year. This rate was calculated from averaging the change in EL students over the last 8 years (from 5,800 in the year 2000 to 6,808 in 2008).
- (2) **Projected Number of EL Spanish Students.** The projected number of EL Spanish students is based on a rate of 66 new EL Spanish students a year. This rate is calculated from averaging the change in EL Spanish students over the last 3 years (from 5,297 in the school year 2005-06 to 5,429 in 2007-08). A more thorough analysis—for example, analyzing the change in the growth rate to account for whether a population is accumulating new members at an increasingly or decreasingly fast pace—did not seem necessary. Not only would the change in the growth rate be almost insignificant over such a short time frame, but all of these populations are relatively small and thus more likely to confound the data. Plus, this is only a cursory average that suffices for estimating whether or not the population will be at least close to 1,000 in the next three years.
- (3) **Projected Number of EL Russian Students.** The projected number of EL Russian students is based on a rate of 14.5 new EL students per year. This rate was calculated from averaging the change in EL Russian students over the last 3 years (from 321 in the school year 2005-06 to 350 in 2007-08).
- (4) **Projected Number of EL Punjabi Students.** The projected number of EL Punjabi students is based on a rate of 23 new EL students per year. This rate was calculated from averaging the change in EL Punjabi students over the last 8

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years (from 149 in the school year 2005-06 to 195 in 2007-08).

See the accompanying Yolo County School District Data for EL student data.

**Figure 2: The Degree to Which the Number of EL Students Can Predict the Number of LEP Residents**

Area	Total Limited English Population	Total Population	Relative Proportion
Yolo County Residents (1)	26,256 (defined as "speaking English less than "very well"")	179,171 (defined as "population above 5 years of age")	14.7%
Yolo County School District (2)	6,610 (defined as "English Learners")	29,493 (defined as "Yolo County Enrollment Total")	22.4%

(1) Data is from <http://factfinder.census.gov>. The survey is from 2005-2007, the most recent years available.

(2) Data is from <http://data1.cde.ca.gov/dataquest/> for the 2006-2007 school year so that it corresponds to the same period of the Census data.

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**APPENDIX D**  
**Vital Documents List**

Yolo County Housing has identified the following vital documents for translation into Spanish.

Priority One	Priority Two
<ul style="list-style-type: none"> <li>• Consent to Release Income</li> <li>• Contract for HCV Assistance</li> <li>• Contract for HCV Assistance Lease Addendum</li> <li>• Applying for HUD Housing Assistance</li> <li>• YCH Occupancy Rules</li> <li>• YCH Parking Policies</li> <li>• Mold and Mildew Policies</li> <li>• Pool and Barbeque Policies</li> <li>• Reasonable Accommodation Request Forms</li> <li>• Consent Forms</li> <li>• Income Verification Form</li> <li>• Childcare Verification</li> <li>• Translation Statement</li> <li>• Full Application and Intake Forms</li> <li>• Income and Asset Statement</li> <li>• Inspection Letters (Annual Recertification Letters and Rescheduled Letters)</li> <li>• Failed Inspection Notice</li> <li>• Termination Notices</li> <li>• Letter for denying HH member with Criminal History</li> <li>• Hearing Notices</li> <li>• Public Housing Wait List Opening Notices</li> <li>• Public Housing Wait List Application</li> <li>• Application for admission and eligibility intake forms</li> <li>• Briefing Packet</li> <li>• Lease and house rules including addenda</li> <li>• Income Reexamination Packet</li> <li>• Written notices of rights, hearings, denial or termination of assistance, and decrease in benefits or services</li> </ul>	<ul style="list-style-type: none"> <li>• HCV Wait List Opening Notices</li> <li>• HCV Wait List Application</li> <li>• Current or Former Landlord/Tenant Screen Verification Form</li> <li>• List of Non-Contending Family Members</li> <li>• Affidavit for Support</li> <li>• HCV Briefing Packet</li> <li>• Notices Advising LEP persons of free language assistance</li> <li>• Homeownership brochures, packets, etc.</li> <li>• Customer Service Surveys</li> </ul>

YCH provides translation features on its webpage which allows all viewers to read information in their "first" or preferred language. YCH documents are added, revised and deleted throughout the year. This list will be reviewed continually and as additional vital documents are identified; they will be translated into both Spanish and Russian. All documents' classifications shall be reviewed at least once a year.

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## Appendix E

### Yolo County Housing Translation Satisfaction Survey

*This survey will take you less than 60 seconds to fill out. It helps us determine if the language assistance services we provide are meeting our clients' needs.*

1. I am aware I can receive free interpretation or translation to help understand YCH documents, forms or interviews.

Yes  No

2. Answer questions 2-5 only if in the past year you have used an interpreter or translator to help you understand YCH documents or procedures.

- a) When you needed help, who translated?

Friend or family member

YCH staff (name): \_\_\_\_\_

Professional interpreter or translator (name): \_\_\_\_\_

Other (specify): \_\_\_\_\_

- b) For what language did you need translation: \_\_\_\_\_

3. I felt my interpreter spoke with a strong understanding of both my language and English.

1	2	3	4	5	NA
Highly Disagree	Disagree	Neutral	Agree	Highly Agree	

4. I felt my translator wrote with a strong understanding of both my language and English.

1	2	3	4	5	NA
Highly Disagree	Disagree	Neutral	Agree	Highly Agree	

5. I felt my interpreter/translator acted courteous and professional.

1	2	3	4	5	NA
Highly Disagree	Disagree	Neutral	Agree	Highly Agree	

Comments:

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**APPENDIX F: VICTIMS OF DOMESTIC VIOLENCE POLICY**

**YOLO COUNTY HOUSING**  
**Victims of Domestic Violence Policy**  
**(81 FR 80724)**

**I. Applicability**

This policy addresses the protections for victims of domestic violence, dating violence, sexual assault or stalking who are applying for, or are the beneficiaries of, assistance under the Yolo County Housing's (YCH) Housing Programs which are covered by the Violence Against Women Act (VAWA). Protections are not limited to women but cover victims of domestic violence, dating violence, sexual assault and stalking, regardless of sex, gender identity, or sexual orientation. This policy is intended as a guide for YCH's personnel to use in day-to-day operations when working with applicants or tenants who are victims of the above actions.

**II. Definitions**

For purposes of this policy, the following definitions apply:

*Actual and imminent threat:* A physical danger which is real, would occur in an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

*Affiliated individual:* A spouse, parent, brother, sister, or child of an individual, or a person to whom an individual stands in the place of a parent or guardian; or any individual, tenant or lawful occupant living in the household of an individual.

*Bifurcate:* To divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the Public Housing Program and State and local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

*Dating Violence:* Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors: the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

*Domestic Violence:* Felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Sexual assault: Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Stalking: Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's individual safety or the safety of others or suffer substantial emotional distress.

### **III. Applicant and Tenant Protections**

#### Notification

YCH will provide each applicant and each tenant with the following documents:

- A "Notice of Occupancy Rights under the Violence Against Women Act," which explains the VAWA protections under this policy, including the right to confidentiality, and any limitations on those protections, and
- A certification form to be completed by the victim to document an incident of domestic violence, dating violence, sexual assault or stalking.

The above Notice and certification form will be provided to an applicant or tenant at the following times: time of application, time of denial of admission, time of leasing and with any notification of eviction.

The certification form should state that:

- the applicant or tenant is a victim of domestic violence, dating violence, sexual assault or stalking;
- the incident of victim of domestic violence, dating violence, sexual assault or stalking that is the grounds for protection under this policy meets the applicable definition for such incident; and
- include the name of the individual who committed the domestic violence, dating violence, sexual assault or stalking, if the name is known and safe to provide.

#### Prohibitive Basis for Denial, Termination of Assistance or Eviction

An applicant to or tenant of YCH's Housing Programs may not be denied admission to, terminated assistance from or evicted from a Program on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault or stalking, if the applicant or tenant otherwise qualifies for admission or occupancy.

A tenant of a Housing Program may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking if the

criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant and the tenant or an affiliated individual is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.

An incident of actual or threatened domestic violence, dating violence, sexual assault or stalking shall not be construed as a serious or repeated violation of the dwelling lease by the victim or threatened victim of such incident or good cause for terminating the tenancy or occupancy rights of the victim or threatened victim of such incident.

#### Limitations of Protections

Nothing in this policy limits YCH, when notified of a court order, to comply with a court order with respect to the rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault or stalking, or the distribution of property among members of a household.

Nothing in this policy limits YCH from evicting a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault or stalking that is in question against the tenant or an affiliated individual of the tenant.

Nothing in this policy limits YCH from evicting a tenant if YCH can demonstrate an actual and imminent threat to other tenants or YCH employees would be present if the tenant or lawful occupant is not evicted. Words, gestures, actions and other indicators will be considered an ‘actual and imminent threat’ if they meet the standard provided in the definition of “actual and imminent threat” in Section II.

Eviction related to an “actual and imminent threat” should only be utilized only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting local law enforcement to increase police presence or seeking other legal remedies to prevent the perpetrator from acting on a threat.

#### **IV. Documentation Required**

##### Request for Documentation

YCH will request, in writing, that an individual claiming protection under this policy submit the following documentation to YCH with fourteen (14) business days after the date that the applicant or tenant receives a request in writing for such documentation from YCH.

- The certification form described in Section III; or
- A document signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault or stalking or the effects of abuse; signed by the applicant or tenant; and that specifies under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating

violence, sexual assault or stalking that is the ground for protection and remedies under this policy and that the incident meets the applicable definitions of domestic violence, dating violence, sexual assault or stalking included in Section II; or

- A record of a Federal, State, tribal, territorial or local law enforcement agency, court or administrative agency; or
- At the discretion of YCH, a statement or other evidence provided by the applicant or tenant.

If the individual does not provide permissible documentation within 14 business days after YCH has requested such certification in writing, the protections of VAWA do not limit YCH to:

- Deny admission of an applicant or tenant of a Housing Program;
- Deny assistance under a Housing Program to an applicant or tenant;
- Terminate the participation of a tenant in a Housing Program; or
- Evict the tenant, or a lawful occupant that commits a violation of the lease.

YCH may extend the 14-day deadline at its discretion.

The certification requirement may be satisfied by providing YCH with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. §1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation; or by producing a Federal, State, tribal, territorial, or local police or court record.

If YCH receives permissible documentation that contains conflicting information (including certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator), YCH may require an applicant or tenant to submit third-party documentation, as described in the paragraph above within 30 calendar days of the date of the request for the third-party documentation.

### Confidentiality

All information provided to YCH under this policy, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault or stalking, will be retained in confidence and shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is requested or consented to by the individual in writing or required for use in an eviction proceeding or otherwise required by applicable law.

## V. Remedies Available

### Bifurcation of the Dwelling Lease

YCH may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual without regard to whether the household member is a signatory to the lease and without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.

A lease bifurcation shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and in accordance with any requirements under YCH's Housing Programs.

If YCH exercises the option to bifurcate a lease, and the individual who was evicted or for whom assistance was terminated was the eligible tenant, YCH shall provide any remaining tenant or tenants that were not already eligible a period of 90 calendar days from the date of the bifurcation of the lease to establish eligibility for the same housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease; or establish eligibility under another housing program; or find alternative housing.

The 90-calendar day period will not apply beyond the expiration of a lease, unless it is permitted by program regulations.

## VI. Emergency Transfer Plan

**Yolo County Housing (YCH)** is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), YCH allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of YCH to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether YCH has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that **Yolo County Housing** is in compliance with VAWA.

## Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L qualifies for an emergency transfer, if:

- The tenant expressly requests the transfer; and  
Either:
- the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit, or
- the tenant is a victim of sexual assault, the tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains in the same dwelling unit that the tenant is currently occupying, or the sexual assault occurred on the premise during the 90-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

## Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify and submit a written request for a transfer to their YCH Housing Specialist at the property management office or the General Director at the YCH Administrative Office, 147 West Main Street, Woodland, CA 95695. YCH will provide reasonable accommodations to this policy for individuals with disabilities, including providing individualized assistance in completing forms. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under YCH's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

The following HUD Forms (provided in this Plan) are available to assist the tenant with making their request:

- HUD Form 5382 - Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation

HUD Form 5383 - Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking

## Confidentiality

YCH will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives YCH written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence,

sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about YCH's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking. This form is posted at all YCH offices and on line at the YCH website: [www.ych.ca.gov](http://www.ych.ca.gov).

### **Emergency Transfer Timing and Availability**

#### Emergency Transfers: Public Housing Program

YCH cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. YCH will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. YCH may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If YCH has no safe and available units for which a tenant who needs an emergency is eligible, YCH will: .

- Assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move; and
- Continue and expand partnerships to strengthen access to supportive services for victims including victim advocates, legal aid services and local law enforcement; and
- At the tenant's request, YCH will assist tenants in contacting local organizations that offer assistance to victims of domestic violence, dating violence, sexual assault, or stalking; and
- Seek opportunities for arrangements, including MOU's with neighboring housing providers, to facilitate moves (such as Sacramento Housing and Redevelopment Agency).

#### Emergency Transfers: Housing Choice Voucher (HCV) Program

Tenant-based assistance: If you are a participant in the tenant-based HCV program and request an emergency transfer as described in this plan, YCH will assist you to move to a safe unit quickly using your existing voucher assistance. YCH will make exceptions to program regulations restricting moves as required and in accordance with the YCH Administrative Plan. YCH will expedite the administrative processes for participants requesting to transfer or port with their tenant-based voucher.

At your request, YCH will refer you to organizations that may be able to further assist you.

Project-based assistance: If you are assisted under the project-based voucher (PBV) program, you may request an emergency transfer under the following programs for which you are not required to apply:

- Tenant-based voucher, if available
- Project-based assistance in the same project (if a vacant unit is available and you determine that the vacant unit is safe)
- Project-based assistance in another development owned by YCH.

- Emergency transfers under VAWA will take priority over waiting list admissions for these types of assistance. YCH will expedite the administrative processes for participants wishing to move to another PBV unit.

You may also request an emergency transfer under the following programs for which you are required to apply:

- Public housing program
- PBV assistance in another development not owned by the PHA

Emergency transfers will not take priority over waiting list admissions for these programs. At your request, the PHA will refer you to organizations that may be able to further assist you.

### **Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, **EMPOWER YOLO, 530-661-6336** (175 Walnut Street, Woodland, CA) for assistance in creating a safety plan. For persons with hearing impairments, the hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at:

<https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

### **Related Forms**

YCH will provide all residents with a current copy of the following related forms:

YCH Notice of Occupancy Rights under VAWA

Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternative Documentation (Form HUD-5382)

Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5383)

## NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT

### **To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that Yolo County Housing is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

### **Protections for Applicants**

If you otherwise qualify for assistance under Yolo County Housing, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

### **Protections for Tenants**

If you are receiving assistance under Yolo County Housing, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under Yolo County Housing solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

### **Protections for Applicants and Tenants Based on an Adverse Factor**

If you are an applicant or tenant, YCH may not deny assistance or admission, terminating participation in, or evict a tenant based on an adverse factor, if the adverse factor is determined to be a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

An adverse factor includes, but is not limited to, poor credit history, poor rental history, certain criminal records, and failure to pay rent. In order to determine if an adverse factor is a direct result of domestic violence, dating violence, sexual assault, or stalking; the applicant or tenant must:

1. Inform YCH that he/she is a victim of domestic violence, dating violence, sexual assault, or stalking; and
2. Provide enough information for YCH to make a determination regarding the adverse factor he/she is claiming was a direct result of domestic violence, dating violence, sexual assault, or

stalking.

YCH will consider the individual's statement and any possible supporting documentation in determining if an adverse factor was a direct result of domestic violence, dating violence, sexual assault, or stalking. If further information is necessary for this determination, YCH may request additional supporting documentation from the applicant or tenant.

Any request for additional documentation must:

- a. Be in accordance with YCH policies or practices,
- b. Not require evidence of the domestic violence, dating violence, sexual assault, or stalking other than as specified in 24 CFR 5.2007 (see Section 8 of this Notice), and
- c. Not violate the VAWA Final Rule's confidentiality requirements or any other laws.

### **Removing the Abuser or Perpetrator from the Household**

YCH may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If YCH chooses to remove the abuser or perpetrator, YCH may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, YCH must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, YCH must follow Federal, State, and local eviction procedures. In order to divide a lease, YCH may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

### **Moving to Another Unit**

Upon your request, YCH may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, YCH may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

**(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

**(2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

**(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

YCH will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

YCH's emergency transfer plan provides further information on emergency transfers, and YCH must make a copy of its emergency transfer plan available to you if you ask to see it.

### **Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

YCH can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from YCH must be in writing, and YCH must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. YCH may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to YCH as documentation. It is your choice which of the following to submit if YCH asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by YCH with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for

protection.

If you fail or refuse to provide one of these documents within the 14 business days, or within any designated extension period granted by YCH, YCH does not have to provide you with the protections contained in this notice. If this results in you being terminated from assistance, YCH may hold a separate informal hearing or grievance hearing, depending on the applicable program.

If YCH receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), YCH has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. You may submit any of the third-party documentation listed above, other than the HUD-approved certification form, to satisfy this request. If you fail or refuse to provide third-party documentation where there is conflicting evidence, YCH does not have to provide you with the protections contained in this notice.

### **Confidentiality**

YCH must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA. YCH must not allow any individual administering assistance or other services on behalf of YCH (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

YCH must not enter your information into any shared database or disclose your information to any other entity or individual. YCH, however, may disclose the information provided if:

- You give written permission to YCH to release the information on a time limited basis.
- YCH needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires YCH or your landlord to release the information.

VAWA does not limit YCH's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

### **Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, YCH cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if YCH can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1. Would occur within an immediate time frame, and

2. Could result in death or serious bodily harm to other tenants or those who work on the property.

If YCH can demonstrate the above, YCH should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

### **Other Laws**

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

### **Non-Compliance with The Requirements of This Notice**

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **YCH 504 Coordinator Janis Holt at 530-669-2211 or [jholt@ych.ca.gov](mailto:jholt@ych.ca.gov)** or

San Francisco HUD Field Office Located at  
One Sansome Street Ste 1200  
San Francisco, CA 94104  
Phone: (415) 489-6400

### **For Additional Information**

You may view a copy of HUD's final VAWA rule at <https://www.gpo.gov/fdsys/pkg/FR-2016-11-29/pdf/2016-28437.pdf>. Additionally, YCH must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact your local site office.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact:

### **Empower Yolo**

**175 Walnut St. Woodland, CA 95695**  
**530-661-6336**

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact

### **Empower Yolo**

**175 Walnut St. Woodland, CA 95695**  
**530-661-6336**

Victims of stalking seeking help may contact  
**Empower Yolo**  
**175 Walnut St. Woodland, CA 95695**  
**530-661-6336**

**Attachment:** Certification form HUD-5382

**APPENDIX G: TRESPASS WARNING POLICY**

## **YOLO COUNTY HOUSING Trespass Warning Policy**

In accordance with the Zero Tolerance Policy provided in the appendix H, YCH will not tolerate certain activity in its developments that threatens the health, safety, or peaceful enjoyment by residents or employees and the Chief Executive Officer, or his or her designee, has the right to ban/bar individuals who have shown by their actions that they would continue to be a threat. This banning or barring is in the form of a written notice from YCH.

This policy applies to guests and nonresidents. All residents are covered under the Zero Tolerance Policy. Trespass warnings may be issued as a result of direct observance by YCH staff, a written policy report on file with local law enforcement, or similar substantiation. Examples of persons that may be issued a trespass warning include, but are not limited to, the following:

- Any person arrested on felony charges as printed in the local newspaper or as reported by any law enforcement agency.
- Any individual that is found loitering and cannot demonstrate that they are the guest of a current resident.
- Any person arrested on drug-related or criminal charges.
- Any person who damages the grounds, facilities, or dwelling units of the property.
- Any previously evicted resident, regardless of the reason for eviction.
- Any former resident who left YCH with a past due balance on their account.

After notification, the offender will be immediately placed on the list of persons banned or barred from public housing property. Any violation of this ban will be immediately referred to Local Law Enforcement.

This ban shall remain in effect for a period of one (1) year unless discharged by the Chief Executive Officer or his or her designee prior to the end of the one year. If the person banned commits any action that warrants a trespass warning during the ban period, then the period will be for one (1) year from the date of the last documented incident.

**APPENDIX H: ZERO TOLERANCE POLICY**

## YOLO COUNTY HOUSING Zero Tolerance Policy

### Goal

The goal of the Zero Tolerance Policy is to ensure the safety and well being of families and individuals who live in public housing.

This policy applies to residents of YCH. Individuals who engage in illegal drug use and/or other criminal activity may be evicted from their dwelling unit after one (1) such offense. YCH will evaluate each offense on a case-by-case basis which will include working with local law enforcement, legal entities (district attorney, fair housing, etc.) and other applicable partners.

YCH is committed to the provisions of this policy and it shall be strictly enforced.

By aggressively removing criminals from YCH's public housing developments, the Zero Tolerance policy shall:

- A. free public housing residents from daily threats to their personal and family safety;
- B. build public housing communities that are safe and drug-free;
- C. support parents in their efforts to instill positive values in their families;
- D. create a positive environment for residents of all ages, where people can live, learn, and grow to be productive and responsible citizens;
- E. set an example for the greater community.

### Guiding Principles of the Zero Tolerance Policy

YCH Zero Tolerance Policy was developed based on the following principles:

- A. All individuals have the right to live in peace and be free from fear, intimidation, and abuse. YCH is committed to providing safe housing for all residents of YCH
- B. Public and assisted housing should be awarded to responsible individuals. YCH shall give no preference to applicant families with a history of drug-related behavior and/or criminal activity.
- C. Applicants and current residents of public housing must be protected from discrimination and violation of their right to privacy. YCH shall comply with all civil rights, fair housing, and privacy laws, at both the screening and eviction stages. YCH

shall not discriminate against any applicant or resident in accordance with its' non-discrimination statement.

- D. Active community and governmental involvement in designing and implementing a Zero Tolerance policy is fundamental to its success. YCH shall work cooperatively with local government, law enforcement, residents, and the courts in enforcing the Zero Tolerance policy.

### **Screening and Admissions Policy**

The Zero Tolerance Policy ensures that individuals who engage in illegal drug use or other criminal activities that endanger the well being of residents are prohibited from becoming residents of YCH. YCH has adopted the following screening procedure to ensure the goals of this policy:

- A. Comprehensive background checks: YCH shall conduct comprehensive background checks, including criminal activity, on all household applicants eighteen (18) years and older. Screening procedure shall include:
1. reviewing police and court records;
  2. landlord references;
  3. background check with probation officers, parole officers, and local social service providers.
- B. Coordination with courts and local, state, and federal law enforcement agencies: YCH shall coordinate with courts and local, state, and federal law enforcement agencies to gain access to criminal records through the Extension Act. The Extension Act makes criminal conviction records available to YCH for the purposes of screening, lease enforcement, and eviction. YCH shall maintain a records management system to ensure that records received are maintained confidentially, not misused or improperly disseminated, and destroyed once action is taken.
- C. Criteria for acceptance of application for residence: YCH shall consider applications for residence on a case-by-case basis; denial of acceptance shall be based on the existence of concrete evidence of the seriousness, extent, and recentness of criminal activity. The following applicants shall be denied residence:
1. applicants who have been evicted from public housing within the past three years due to drug-related criminal activity, unless the applicant can show evidence of rehabilitation;
  2. persons illegally using controlled substances in the last three years;
  3. persons who have exhibited a pattern of illegal use of controlled substances in the past three years;

4. any other criminal and/or drug-related activity that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- D. Protect applicant's due process rights: YCH's Admissions and Continued Occupancy Plan (ACOP) shall be made available upon request and posted in the central office where applications are received.
1. In accordance with YCH's ACOP, applicants determined to be ineligible for admission shall be promptly notified of the basis for the decision.
  2. Per the Extension Act, should denial of occupancy be based on a criminal record, YCH shall provide the applicant with a copy of the criminal record and the opportunity to dispute the accuracy and relevance of that record.
- E. Compliance with state and local laws: YCH is committed to protecting the rights of all applicants and residents. All policies and procedures, and revisions of policies and procedures, shall be reviewed for compliance with local and state landlord-resident law and any other applicable law by attorneys with experience in such law.

### **Enforcement by Eviction**

In accordance with the current law, the YCH dwelling lease contains provisions that generally or specifically stipulate that:

- A. any activity is grounds for eviction if it threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
- B. all drug related criminal activity occurring on or off the premises is cause for eviction;
- C. any person who YCH determines is illegally using controlled substance shall be evicted; and/or,
- D. any person whose illegal use of a controlled substance is determined by YCH to interfere with the rights of other residents shall be evicted.
- E. Under these required lease terms, tenancy shall be terminated with a seven (7) day notice without cure and the household evicted when the resident, any member of the resident's household, or guest, engages in the prohibited criminal activity.

The above stated terms for termination of tenancy and household eviction shall be enforced through the following actions:

- A. Lease: YCH Dwelling Lease contains stipulations regarding criminal activity that threatens the health, safety, or right to the peaceful enjoyment of the premises by other

residents or employees including possession of weapons, drug-related criminal activity. Additional provisions that are incorporated through this policy include:

1. residents, nor any household member or guest, or other person under their control, shall not engage in the prohibited drug-related or other criminal activities; failure to abide by this lease term is grounds for eviction and any drug-related or criminal activity in violation of this term shall be treated as a serious violation of the material terms of the lease;
  2. under the Extension Act, alcohol abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, shall be grounds for eviction;
  3. YCH shall not tolerate violations of the lease terms regarding criminal activity;
  4. criminal activity may in certain circumstances be cause for eviction even in the absence of conviction.
- B. Briefing on Terms of the Lease: All residents shall be briefed on the terms of the lease at the time of annual re-examination. New residents shall be briefed on the terms of the lease at the time of signing the initial lease.
- C. Due Process Rights: YCH shall protect the resident's due process rights to the greatest extent possible:
1. Eviction procedure shall be processed through the Yolo County court system;
  2. Residents shall be protected by state and local laws governing eviction procedure, barring preemption by federal law.

### **Nonresident Criminal Activity**

YCH is committed to protecting against criminal activities committed by nonresidents and has adopted the following policy:

- A. YCH shall post warnings in all YCH public housing developments that violators shall be prosecuted to the fullest extent under the law.
- B. In accordance with the lease, residents shall be held responsible for guests', nonresidents, criminal behavior. Disruptive and/or criminal behavior of resident guests may be grounds for eviction of the entire household.

- C. In cases where YCH and household settle an eviction case on the condition that the disruptive household member moves away from YCH properties, YCH/resident agreement shall provide that:
1. the individual thereafter shall be a trespasser on YCH properties; and,
  2. the household shall be subject to eviction if the individual returns to YCH properties.

**APPENDIX I: SECURITY POLICY FOR CONFIDENTIAL DOCUMENTS AND DATA**

**YOLO COUNTY HOUSING**  
**Security Policy for Confidential Documents and Data**

The Yolo County Housing Security Policy is intended to provide administrative policies covering acquisition, utilization, maintenance and disposition of documents and data which may contain confidential income-related information about residents, applicants, employees and others engaged in business with YCH.

In regard to residents and applicants, the data collected includes, but is not limited to: Tenant-supplied income data captured on Form HUD-50058 and maintained in YCH computer data base and hard copy files for electronic submission to and storage in the Public Housing Information Center (PIC); Wage information from the State Wage Information Collection Agencies (SWICAs); Social Security and Supplemental Security Income from the Social Security Administration; User Profile information from the PIC database. Such data collected is used only to verify a tenant's eligibility for participation in a YCH housing program and to determine the level of assistance the tenant is entitled to receive. Any other use, unless approved by HUD, is specifically prohibited and may result in civil or criminal penalties on the responsible person or persons,

The procedures outlined in this document apply to all programs administered by YCH and to all documents and data acquired and stored for use in these programs. Computerized media will be afforded the same levels of protection.

The purpose of this policy is to provide guidance to assure that the practices, controls and safeguards used by YCH adequately protect the confidentiality of persons and entities doing business with YCH and are in compliance with federal laws regarding the protection of this information. YCH has established occupancy procedures for electronic acquisition of data and documents which involve the Federal Privacy Act, e.g., third-party income, medical and other documents.

The data and documents acquired by YCH are handled, protected and stored to ensure that they are used for official purposes only and the information contained therein is not disclosed in any way that would violate the privacy of the individuals represented.

YCH obtains a copy of Form HUD-9886, Authorization for the Release of Information/Privacy Act Notice, signed by each member of an assisted household age 18 years old or older at the time of admission and thereafter on an annual basis. By signing this form, the tenant authorizes HUD and YCH to obtain and verify income and unemployment compensation information from various sources including current and former employers, State agencies and the Social Security Administration.

It is the responsibility of all YCH department supervisors to maintain appropriate levels of security for the data and documents under their control. These security levels must be approved by the Chief Executive Officer and must prevent unauthorized use of the information and protect the confidentiality of the information. Data security responsibilities include, but are not limited to:

- Maintaining and enforcing the security procedures with staff
- Keeping records and monitoring security issues

- Communicating security information and requirements to appropriate personnel, including coordinating and conducting security awareness training
- Conducting an annual review of all User ID's and access rights issued for access to YCH computer databases and EIV data to determine if the employee still has a valid need to access the electronic data, and taking the necessary steps to ensure that access rights are revoked or modified as appropriate; and
- Taking immediate action to address the impact of the breach including but not limited to prompt notification to appropriate authorities including the Director of the HUD Field Office
- Other safeguards as required

Access to EIV data is restricted only to persons whose duties or responsibilities require access. It is the responsibility of the Chief Executive Officer to determine which employees have access rights to EIV data. EIV data is collected only by employees engaged in verification of income and is maintained in secured files at all times.

Documents are kept in locked files and offices during non-working hours.

YCH does not save EIV data to a computer hard drive or any other automated information system. EIV data is printed and placed in secured files for the sole purpose of income verification. All staff have computers equipped with screen savers and are instructed in appropriate computer security measures to avoid leaving confidential data displayed on their computer screens where unauthorized users may view it.

User accounts are established for YCH computer systems on a need-to-know basis, with appropriate approval and authorization by the Chief Executive Officer. The level of access granted determines the functionalities, features, and amounts of data that the user can see. An Access Form is used to request additions, deletions, or modifications of user accounts for the HUD EIV system.

All YCH Employees who access the EIV system have a current signed User Agreement on file with their department supervisor. Users are responsible to maintain the security of their User Accounts.

YCH conducts an annual file purge of documents that can be destroyed under the federal records retention guidelines. Documents identified for the annual purge are destroyed by means of on-site shredding conducted by a document disposal contractor and witnessed by YCH staff. A log of destroyed documents is maintained by each department identifying documents to be purged.

Security awareness training is conducted by department supervisors as part of all new employee training. Employees are made aware of the importance of respecting the privacy of data, following established procedures to maintain privacy and security, and notifying management in the event of a security or privacy violation.

Security violation may include the disclosure of private data as well as attempts to access unauthorized data, the sharing of User IDs and passwords, and allowing access to private documents and data to persons not authorized for such disclosure or access. Upon the discovery of a possible improper disclosure of information or another security violation by a YCH employee, the individual making the observation or receiving the information should contact the Chief Executive Officer. All improper

disclosures will be documented in writing providing details including who was involved, what was disclosed, how the disclosure occurred, and where and when it occurred.

The following contacts will be made:

- The supervisor receiving the report will contact and provide the Chief Executive Officer with the written documentation;
- The Chief Executive Officer will provide the Director of the HUD Field Office with written documentation; and
- The HUD Field Office Public Housing Director upon receipt of the written documentation will make a determination regarding the referral and the provision of the written documentation to the Headquarters EIV Coordinator and/or EIV Security Office for further review and follow-up action.

The Chief Executive Officer shall determine the appropriate personnel action for improper disclosure of confidential information and breaches of YCH security policy based on the disciplinary actions outlined in the Personnel Policy.

**APPENDIX J: GRIEVANCE PROCEDURE**

**YOLO COUNTY HOUSING**  
**Public Housing Grievance Procedure**  
**(24 CFR Part 966 Subpart B)**

**I. PURPOSE**

This Grievance Procedure has been adopted to provide a forum and procedure for residents to seek the just, effective, and efficient settlement of grievances against Yolo County Housing (YCH).

**II. GOVERNING LAW**

The law governing this Grievance Procedure is section 6(k) of the U.S. Housing Act of 1937 (42 U.S.C. sec. 1437d (k) and subpart B of 24 CFR part 966 (24 CFR secs. 966.50 – 966.57).

**III. APPLICABILITY**

In accordance with applicable federal regulations, this Grievance Procedure shall be applicable to all individual grievances (as defined in Section IV below) between a resident and YCH with the following two (2) exceptions:

- A. This Grievance Procedure is not applicable to disputes between residents not involving YCH or to class grievances involving groups of residents. Also, this Grievance Procedure is not intended as a forum for initiating or negotiating policy changes between residents, or groups of residents, and YCH’s Board of Commissioners.
- B. HUD has issued a determination that California State law provides the basic elements of due process necessary when eviction of a resident occurs in the following cases, and therefore this policy is not applicable when the eviction is due to:
  - (1) Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of HA; or
  - (2) Any drug-related criminal activity on or off such premises.

**IV. DEFINITIONS**

The following definitions of terms shall be applicable to this Grievance Procedure:

- A. **Grievance:** Any dispute which a resident may have with respect to an action or a failure to act by YCH in accordance with the individual resident’s lease or applicable regulations, which adversely affects the individual resident’s rights, duties, welfare, or status.
- B. **CFR:** The code of federal regulations that contains the federal regulation governing this Grievance Procedure.

- C. **Complainant:** Any applicant or resident (as defined in this section below) whose grievance is presented to the Central Office of YCH in accordance with the requirements set forth in this procedure.
- D. **Drug-related criminal activity:** The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sale, distribute, or use of a controlled substance as defined in sec. 102 of the Controlled Substances Act (21 U.S.C. sec 802), as from time to time amended; and alcohol abuse that YCH determines interferes with the health, safety or peaceful enjoyment of YCH's property by other YCH residents, YCH's employees, persons residing in the immediate vicinity of the dwelling, representatives, contractors, agents, law enforcement officials and/or the public.
- E. **PHA or "YCH":** Yolo County Housing, a body corporate and politic organized and existing under the laws of the State of California.
- F. **Elements of due process:** The following procedural safeguards are required to be followed in an eviction action or a termination of tenancy in a state or local court:
  - (1) Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
  - (2) Right of the resident to be represented by counsel;
  - (3) Opportunity for the resident to refute the evidence presented by YCH, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have;
  - (4) A decision on the merits.
- G. **Hearing Officer:** An impartial person selected in accordance with 24 CFR Sec 966.55 and this Grievance Procedure to hear grievances and render decisions with respect thereto.
- H. **Hearing Panel:** A three-member panel composed of impartial persons, selected in accordance with 24 CFR Sec. 966.55 and this procedure to hear grievances and render decisions with respect thereto.
- I. **HUD:** The United States Department of Housing and Urban Development.
- J. **Notice:** As used herein, the term notice shall, unless otherwise specifically provided, mean written notice.
- K. **Promptly:** Within the time period indicated in a notice from YCH of a proposed action that would provide the basis for a grievance if the resident has received a notice of a proposed action from YCH.

- L. **Resident Organization:** An organization of residents, which includes any Resident Management Corporation and specifically includes the Resident Organization.
- M. **Resident:** The adult person (or persons) other than a live-in aide:
  - (1) Who resides in the unit and who executed the lease with YCH as lessee of the dwelling unit, or, if no such person resides in the unit.
  - (2) The person who resides in the unit and who is the remaining head of the household of the resident family residing in the dwelling unit.
- N. **Business Days:** Monday through Thursday of each week, except for legal holidays recognized by the federal government.

**V. INCORPORATION IN LEASES**

This Grievance Procedure shall be incorporated by reference in all public housing dwelling leases between residents and YCH, whether or not so specifically provided in such leases.

**VI. INFORMAL SETTLEMENT OF GRIEVANCES**

- A. **Initial Presentation:** Any grievance must be personally and promptly presented, either orally or in writing to YCH Central Office, no later than ten (10) business days after the occurrence of the event giving rise to the grievance. Grievances received by YCH Central Office will be referred to the person responsible for management of the complex in which the Complainant resides. As soon as the grievance is received, it shall be reviewed by YCH management to determine whether the exclusions in Section III B (1) or III B (2) above apply to the grievance. Should one of the exclusions apply, the Complainant will be notified in writing that the matter raised is not subject to YCH's grievance procedure, with the reason therefore.
- B. **Informal Settlement Conference:** If the grievance is not determined to fall within one of the two exclusions mentioned in Sections III B (1) and III B (2) above, then YCH will, within ten (10) business days after the initial presentation of the grievance, informally discuss the grievance with the Complainant or his/her representatives in an attempt to settle the grievance without the necessity of a formal hearing. If the informal settlement conference cannot occur at the time the grievance is initially presented by the Complainant, then the Complainant will be promptly notified in writing of the time and place for the informal settlement conference.
- C. **Written Summary:** Within ten (10) business days after the informal settlement, YCH shall prepare a summary of the informal discussion and a copy thereof shall be provided to the Complainant. The summary shall be in writing and shall specify the names of the participants in the discussion, the date of the discussion, the nature of the proposed

disposition of the grievance, and the specific reasons for such disposition. This written summary will specify the procedures by which the Complainant may obtain a formal hearing if not satisfied with the proposed disposition of the grievance. A copy of the written summary shall be placed in the Complainant's resident file.

## **VII. FORMAL GRIEVANCE HEARING**

The following procedures apply to the request for a formal grievance hearing under this Grievance Procedure:

- A. Request for Hearing:** If the Complainant is not satisfied with the results of the informal settlement conference, the Complainant must submit a written request for a formal hearing to YCH's Central Office, no later than ten (10) business days after the date Complainant receives the summary of discussion delivered as required under Section VI above.

Complainant's written request for a formal hearing must specify:

- (1) The reasons for the grievance;
- (2) The action or relief sought by the Complainant; and
- (3) If the Complainant so desires, a statement setting forth the times at which the Complainant shall be available for a hearing during the next ten (10) business days;
- (4) If the Complainant has failed to attend an informal discussion conference, a request that the hearing officer waive this requirement.

- B. Failure to Request Hearing:** If the Complainant fails to request a hearing within ten (10) business days after receiving the written summary of the informal settlement conference, YCH's decision rendered at the informal hearing becomes final and YCH shall not thereafter be obligated to offer the Complainant a formal hearing, unless the Complainant can show good cause, in YCH's sole discretion, why he/she failed to proceed in accordance with this procedure.

## **VIII. SELECTION OF HEARING OFFICER**

- A.** All grievance hearings shall be conducted by an impartial person appointed by YCH as the hearing officer from a slate of impartial hearing officers. Hearing officers are usually, but not restricted to, attorneys with experience in housing, contract law, and other relevant legal practices.
- B.** The designation of hearing officers for grievance hearing shall be governed by the following provisions:

- (1) All hearings shall be held before a single hearing officer.
- (2) Appointments to serve as a hearing officer with respect to a particular grievance shall be made by YCH in random order, subject to availability of the hearing officer to serve in each such case. YCH may employ any reasonable system for random order choice.
- (3) No member of YCH Board of Commissioners or staff may be appointed as hearing officer in connection with the grievance contesting an action which was either made or approved by proposed appointee, or which was made or approved by a person under whom the proposed appointee works or serves as a subordinate.
- (4) No person shall accept an appointment, or retain an appointment, once selected as a hearing officer, if it becomes apparent that such person is not fully capable of impartiality.

Further, such persons are expected to disqualify themselves if the circumstances are such that a significant perception of partiality exists and is reasonable under the circumstances. If a Complainant fails to object to the designation of the hearing officer on the grounds of partiality, at the commencement or before the hearing, such objection is deemed to be waived, and may not thereafter be made.

## **IX. SCHEDULING OF HEARINGS**

A. **Hearing Prerequisites:** A Complainant does not have a right to a grievance hearing unless the Complainant has satisfied the following prerequisites to such a hearing:

- (1) The Complainant has requested a hearing in writing.
- (2) The Complainant has completed the informal settlement conference procedure or has requested a waiver for good cause.
- (3) If the matter involves the amount of rent which YCH claims is due under the Complainant's lease, the Complainant shall have paid to YCH an amount equal to the amount due and payable as of the first of the month preceding the month in which the complained of act or failure to act took place. And, in the case of situations in which hearings are, for any reason delayed, the Complainant shall thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer.

Unless waived by YCH in writing, no waiver shall be given by YCH except in cases of extreme and undue hardship to the Complainant, determined in the sole and absolute discretion of YCH. However, failure to make payment shall not

constitute a waiver of any the resident may have to contest YCH's disposition of Complainant's grievance in any judicial proceeding.

**B. Time, Place, Notice**

- (1) Upon Complainant's compliance with the prerequisites to a hearing set forth above, a hearing shall be scheduled by the hearing officer or hearing panel promptly for a time and place reasonably convenient to both the Complainant and YCH, no later than the tenth (10<sup>th</sup>) business day after Complainant has completed such compliance.
- (2) A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the Complainant and the appropriate YCH official, who, unless otherwise designated, shall be the Chief Executive Officer.

**X. PROCEDURES GOVERNING HEARINGS**

**A. Fair Hearings**

The hearings shall be held before a hearing officer as directed above in Section VIII. The Complainant shall be afforded a fair hearing, which shall include:

- (1) The opportunity to examine before the hearing any YCH documents, including records and regulations that are directly relevant to the hearing.  
  
The Complainant shall be allowed to copy any such document at the Complainant's expense. If YCH does not make the document available for examination upon request by the Complainant, YCH may not rely on such document at the grievance hearing.
- (2) The right to be represented by counsel or other person chosen as the Complainant's representative and to have such person make statements on the Complainant's behalf.
- (3) The right to a private hearing unless the Complainant requests a public hearing. The right to present evidence and arguments in support of the Complainant's complaint, to controvert evidence relied on by YCH and to confront and cross examine all witnesses upon whose testimony or information YCH or its management relies. YCH will record all hearings.
- (4) A decision solely and exclusively upon the facts presented at the hearing.

**B. Prior Decision in Same Matter**

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

**C. Failure to Appear**

If the Complainant or YCH fails to appear at a scheduled hearing, the hearing officer may make a determination that the party failing to attend has waived the right to a hearing. In such event, the hearing officer shall notify the Complainant and YCH of the determination.

**D. Required Showing of Entitlement to Relief**

At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and thereafter YCH must sustain the burden of justifying YCH's action or failure to act against which the Complainant is directed.

**E. Informality of Hearing**

The hearing shall be conducted informally by the hearing officer, and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceeding.

**F. Orderly Conduct Required**

The hearing officer shall require YCH, the Complainant, counsel, and other participants or spectators, to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

**G. Transcript of Hearing**

The Complainant or YCH may arrange in advance, and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

**H. Accommodation to Disabled Persons**

YCH must provide reasonable accommodations for persons with disabilities to participate in grievance hearings. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants. If the resident is visually impaired, any notice to the resident that is required by this procedure shall be in an accessible format.

**XI. INFORMAL HEARING PROCEDURE FOR DENIAL OF ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATION STATUS**

The resident family may request that YCH provide for an informal hearing after the family has notification of the United States Citizenship and Immigration Service (USCIS) decision on appeal, or in lieu of request of appeal to the USCIS. The resident family must make this request within thirty (30) calendar days of receipt of the Notice of Denial or Termination of Assistance, or within thirty (30) calendar days of receipt of the USCIS appeal decision.

## **XII. DECISION OF THE HEARING OFFICER**

At or subsequent to the completion of the grievance hearing, the hearing officer shall make a determination as to the merits of the grievance and the following provisions shall govern:

### **A. Written Decision**

The hearing officer shall prepare a written decision, together with the reasons for the decision within ten (10) business days after the completion of hearing

- (1) A copy of the decision shall be sent to the Complainant and YCH. YCH shall retain a copy of the decision in the Complainant's resident file.
- (2) A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by YCH and made available for inspection by any prospective Complainant, his representative, or the hearing officer.

### **B. Binding Effect**

The written decision of the hearing officer shall be binding upon YCH, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless YCH's Chief Executive Officer or Board of Commissioners determines, within ten (10) business days, and properly notifies the Complainant of its determination, that:

- (1) The grievance does not concern YCH action or failure to act in accordance or involving the Complainant's lease, or YCH's regulations, which adversely affect the Complainant's rights, duties, welfare or status, or
- (2) The decision of the hearing officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and YCH.

### **C. Continuing Right of Complainant to Judicial Proceedings**

A decision by the hearing officer in favor of YCH or which denies the relief requested by the Complainant, in whole or in part, shall not constitute a waiver of, nor affect in any way the rights of the Complainant to a trial or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

### **XIII. NOTICES**

All notices under this Grievance Procedure shall be deemed delivered:

- (1) Upon personal service thereof upon the Complainant or an adult member of the Complainant's household; or
- (2) Upon the date received for or refused by the addressee, in the case of certified or registered U.S. Mail; or
- (3) On the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail.

### **XIV. MODIFICATION**

This Grievance Procedure may not be amended or modified except by approval of a majority of YCH Board of Commissioners, present at a regular meeting or a special meeting called for such purposes. Further, in addition to the foregoing, any changes proposed to be made to this Grievance Procedure must provide for at least thirty (30) calendar days advance notice to residents and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. YCH shall consider the comments submitted before final adoption of any amendments hereto.

### **XV. MISCELLANEOUS**

#### **A. Captions**

Captions or paragraph headings set forth in this Grievance Procedure are for convenience of reference only and shall not be construed or interpreted to affect the substance of the paragraphs or sections so captioned.

#### **B. Concurrent Notice**

If a resident has filed a request for a grievance hearing hereunder in a case involving YCH's notice of termination of tenancy, the Complainant should be aware that the state law notice to vacate and the notice of termination of tenancy required under Federal law run concurrently.

Therefore, if the hearing officer upholds YCH's action to terminate the tenancy, YCH may commence an eviction action in court upon the sooner of the expiration of the date for termination of tenancy and vacation of premises stated in the notice of termination delivered to Complainant, or the delivery of the report of decision of the hearing officer to the Complainant.

**APPENDIX K: DECONCENTRATION POLICY**

## YOLO COUNTY HOUSING Deconcentration Policy

### INTRODUCTION

The Quality Housing and Work Responsibility Act of 1998 (QHWRA) requires that the Yolo County Housing adopt policies and procedures governing the deconcentration of poverty and income mixing as required by section 10(a)(3)(B) of the 1937 Housing Act. It is the Yolo County Housing's (YCH) policy to provide for deconcentration of poverty and encourage income mixing.

The goal of this policy is lessen the concentration of poverty and to create mixed-income communities and within YCH's public housing developments. This will be accomplished through admissions practices designed to bring in higher income residents to lower income developments and lower income residents into higher income developments. Toward this end, YCH will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The Deconcentration Policy is intended to work in conjunction with YCH's annual income targeting requirements. The QHWRA requires that 40 percent of all new admissions to public housing developments during a fiscal year must be residents whose household income, at the time of admission, is equal to or lower than 30 percent of the Area Median Income. This "income targeting" requirement is separate from the Deconcentration Policy, which is comparative in nature.

YCH will affirmatively market housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

### DEFINITIONS

The following definitions are provided in order to clearly and define the affected developments and families under this Deconcentration Policy.

**A final rule was published at 24 CFR 903 on August 6, 2002, amending the definition of "Established Income Range" and that change is reflected in this revised policy.**

**Covered Developments:** Public housing developments that are of general occupancy or family public housing developments that are not exempt from the deconcentration requirement.

**Exempt Developments:** Public housing developments that are operated by housing authorities with fewer than 100 units; public housing developments that house only elderly persons or persons with disabilities, or both; public housing developments operated by housing authorities that operate only one general occupancy development; public housing developments approved for demolition or conversion to tenant-based assistance; and public housing developments that include units operated in accordance with a HUD-approved mixed-finance plan using HOPE VI or public housing funds awarded before the effective date of the Deconcentration Final Rule.

**Jurisdiction-Wide Established Income Range:** The average annual household income of all residents of all covered developments is the Jurisdiction-Wide Established Income Range (EIR).

**Development Average Household Income:** The average annual household income of all residents of a specific covered development.

**Developments Outside the Jurisdiction-Wide Established Income Range:** A development where the Average Household Income is between 85 percent and 115 percent of the Jurisdiction-Wide EIR is considered to be within the Jurisdiction-Wide EIR. If the average household income in a development is less than 85% of the EIR or greater than 115% of the EIR, the development is considered to be outside the Jurisdiction-Wide EIR **with the following exception:**

A covered development with an average household income exceeding 115% of the Jurisdiction-Wide EIR shall not be considered outside the Jurisdiction-Wide EIR if the upper limit that exceeds 115% of EIR is less than 30 per cent of area median income. **(24 CFR 5.603(b)).**

## **ANALYSIS**

In order to achieve and maintain deconcentration, YCH will comply with the following:

- a) Determine the Jurisdiction-Wide Established Income Range for all covered developments at least an annual basis.
- b) Determine the average household income for each covered development.
- c) Determine whether each covered development falls above, within, or above the established income range, **except that the upper limit shall never be less than 30 per cent of the median area income limit.**
- d) Determine, for those developments having average incomes outside the established income range, if there are factors to explain and/or justify the income profile as being consistent with and furthering two sets of goals: the goals of deconcentration and income mixing as specified by the statute; and the local goals and strategies contained in YCH Annual Plan.
- e) Where the income profile for a covered development is not explained and/or justified in YCH Annual Plan a specific policy to provide for deconcentration and income mixing in applicable covered developments.

Analysis will be completed at least annually, but may be accomplished more frequently to determine the effectiveness of various initiatives employed to achieve deconcentration.

## **ACTION PLAN**

If a covered development has been identified as falling above or below the established income range, YCH will define and communicate specific procedures to be employed with the goal of achieving deconcentration. It is the goal of YCH to generally increase the level of income for residents of public

housing, create more stratified developments, and obtain agency self-sufficiency, therefore; the Deconcentration Policy shall not be employed to be counterproductive to that goal.

In addition, the policy will, under no circumstances, be employed through steering or in any way reducing the choice in residence of the individual family.

In order to deconcentrate a development, YCH will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the deconcentration goal and/or the income-targeting goal. To the greatest extent possible, YCH will provide incentives to encourage families with incomes below the established income range to accept units in developments with incomes above the established income range or to encourage families with incomes above the established income range to accept units in developments with incomes below the established income range.

YCH may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development. Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

These may include but are not limited to:

- a) Rent Incentives to select particular developments.
- b) Payment Plans for deposits.
- c) Flexibility in move-in dates.

A family has the sole discretion whether to accept an offer of a unit made under YCH's deconcentration policy. YCH shall not take any adverse action toward any eligible family for choosing not to accept an offer of a unit under the deconcentration policy.