



Housing Authority
of the
City of San Buenaventura
Denise Wise, Chief Executive Officer

BOARD OF COMMISSIONERS

John Polansky, Chair
Jim White, Vice Chair
William Cornell
Barbara Keller
Andy Pattison
Selfa Saucedo
Wanda Sumner

November 9, 2015

To: All Public Housing Residents

From: Property Management

Subject: Lease Revisions

The Housing Authority of the City of San Buenaventura (HACSB) hereby provides a 30 day notice to its tenants and resident organizations of proposed changes to the Public Housing Lease. All comments must be submitted in writing no later than December 9, 2015 at the conclusion of the HACSB PHA Plan public hearing. Attached you will find the proposed changes to the lease. These changes will not become effective until: 1) our Public Housing Authority Plan has been approved by the U.S. Department of Housing Urban Development (HUD); and 2) you have executed a new copy of this Lease with the HACSB.

Please provides your written comments to your Property Manager or on our website <http://www.hacityventura.org>. Written comments may only be submitted by tenants and resident organizations.

If you have any questions regarding this notice please contact your Property Manager.

Respectfully,

Public Housing Manager



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Noviembre 9, 2015

Para: Todos los residentes de Viviendas Publicas

De: Departamento de Administración de Propiedades

Tema: Cambios/Revisiones al arrendamiento

La Autoridad de Viviendas de la Ciudad de San Buenaventura (HACSB) por este medio proporciona un aviso de 30 días a sus inquilinos y organizaciones de residentes de los cambios propuestos al contrato de arrendamiento de vivienda pública. Todos los comentarios deben presentarse por escrito a más tardar el 9 de Diciembre del 2015 al concluir la Audiencia Pública del Plan de la Autoridad de Viviendas de la Ciudad de San Buenaventura (HACSB). Adjunto encontrara los cambios propuestos para de arrendamiento. Estos cambios no entran en vigor hasta que: 1) nuestro plan de la Autoridad de la Autoridad de Viviendas Públicas haya sido aprobado por el departamento de Desarrollo Urbano de los estados unidos (HUD); y 2) hasta que usted haya firmado una nueva copia de este contrato de arrendamiento con la Autoridad de Viviendas de la Ciudad de San Buenaventura (HACSB).

Por favor lleve sus comentarios por escrito a su Manejador/Manejadora de propiedad o en nuestro sitio de internet <http://www.hacityventura.org>. Comentarios por escrito deberán ser entregados solamente por inquilinos y organizaciones de residentes.

Si tiene preguntas al respecto a esta noticia por favor de comunicarse con su manejador.

Respectivamente,

Public Housing Manager

occupancy of any other unit assisted under any Federal Housing Assistance Program; (n) tenants shall be permitted to keep not more than two common household pets, only one of which may be a dog or a cat, bird or aquarium upon the following conditions:

1. Pet shall remain under complete control of tenant at all times and shall not be permitted to use the common area unattended.
2. Tenant shall be responsible for all residue left by pet at any location.
3. Tenant agrees to indemnify and hold Housing Authority, its employees and agents harmless from any and all liability arising from the presence or ownership of pet by tenant.
4. Tenant agrees to deposit with the PHA an additional security deposit in the amount of \$200.00. (refundable when the unit is vacated or termination of the Lease.)
5. Tenant agrees to remove from the property any pet whose conduct or condition is duly determined, in the opinion of the PHA, to constitute a threat or nuisance to other occupants of the PHA. No pet shall be kept in violation of humane or health laws. PHA may prohibit species identified as potentially aggressive.
6. Pet's size shall be limited to 20 pounds.
7. Certain types of animals classified as dangerous will be prohibited.

(o) Tenant is financially responsible for vandalism; (p) Tenants shall not make additions, alterations or paint the premises without prior written consent of PHA; (q) Tenant shall not place or install antennas or guy wires on any building without consent. The PHA reserves the right to determine the location of any installation of an antenna or guy wire. (r) Tenant shall not place or park any trailer or other non-operating vehicle, for purposes of this paragraph is defined as a vehicle which is not licensed for operation on the highways and/or cannot be started and driven under its own power. In addition, the Tenant shall not park any vehicle on the grass, sidewalks or yards of the premises; (s) Tenant shall not maintain, keep or store gasoline, solvents or any other flammable materials in the dwelling or on the premises. Tenant shall also take all necessary steps and precautions to prevent fires and shall exercise caution with respect to the Tenant's children or guests' handling of matches and other flammable material; (t) all members of the family who are subject to the community service requirement must comply with the service requirement of minimum 8 hours per month; (u) Tenant agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Resident agrees to uphold his responsibility in part by complying with the following responsibilities: (1) keep the unit free of dirt and debris that can harbor mold, (2) immediately report any water intrusion, such as plumbing leaks, drips, or "sweating" pipes, (3) report overflows from bathroom, kitchen or unit laundry facilities, (4) report any significant mold growth, (5) use bathroom fans while bathing and exhaust fans while cooking, dishwashing or cleaning, (6) close window and other opening to prevent outside water from penetrating to the interior, (7) immediately clean and dry moisture on windows, walls and surfaces.

7. UTILITIES: In an effort to reduce energy composition in the Unit and the property, the PHA wishes to track utility use in the Unit to determine if energy savings are realized and to assist the PHA in identifying future opportunities to save on utility usage. The PHA seeks the tenant's permission to monitor Tenants utility use for utilities that will be held in the tenants name. Tenant agrees that the PHA may contact Tenants utility providers directly to verify and/or obtain gas, electricity and water consumption data to measure the realized savings to identify future opportunities to save on utility usage. The Tenant grants the PHA permission to access and assess current and future gas, electricity and water billing and consumption information.

Tenant agrees to provide the PHA the utility account holders name and account number and to sign any additional authorization forms that may be provided by the utility provider.

Tenant hereby releases, hold harmless and indemnify the PHA from any liability, claims, demands, causes of action, damages or expenses resulting from the use of customer information obtained pursuant to this authorization and from the taking of any action pursuant to this authorization.

8. SMOKE-FREE PROPERTY POLICY: The PHA desires to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and re-decorating costs from smoking; (iii) the increased risk of fire from smoking, and (iv) the high costs of fire insurance for properties where smoking is permitted.

The term "Smoking" means inhaling, exhaling, breathing, allowing the burning of, or carrying any lighted cigar, cigarette, other tobacco product, cannabis or cannabis derivative, synthetic tobacco, synthetic nicotine, synthetic cannabis, hookah device, vapor device, e-cigarette, similar lighted or electronic product, in any manner or in any form Smoking of tobacco products is prohibited on the entire property, including individual units, common areas, every building and adjoining grounds.

Tenant(s) and members of Tenant(s) household shall not smoke tobacco products in these areas, nor shall Tenant(s) permit any guest or visitor under the control of the Tenant to do so.

Tenant(s) shall inform his/her guest(s) of the Smoke-Free policy. Tenant(s) shall promptly notify the PHA in writing of any incident where tobacco smoke is migrating into Tenant(s) unit from source outside of Tenant(s) Unit.

The PHA's adoption of Smoke-Free Areas, does not make the PHA the guarantor of the Tenant(s) health or the smoke-free condition of the areas. However, the PHA shall take reasonable steps to enforce the non-smoking areas. The PHA shall not be required to take steps in response to smoking unless the PHA has actual knowledge or has been provided written notice.

A breach of the Smoke-Free Areas by the Tenant(s) shall be deemed a material breach of the Residential Lease Agreement and grounds for immediate termination of the Residential Lease Agreement by the PHA.

The PHA's efforts to designate smoke-free areas does not in any way change the standard of care that the PHA would have to any Tenants household to render buildings and premises designated as Smoke-Free to be any safer, more habitable, or improved in terms of air quality than any other rental premises. The PHA specifically disclaims any implied or express warranties that the building common areas of Tenant(s) premises will have any higher or improved air quality standards than any other rental property. The PHA cannot and does not warrant or promise that the rental premises or any other portion of the property, including common areas will be free from secondhand smoke. The PHA's ability to police, monitor or enforce this policy is dependent in significant part on voluntary compliance by Tenant(s) and Tenant's guests.