

# Policy Guide

Governing Admission to and Continued Occupancy of Low-Income Housing Tax Credit (*LIHTC*) Units Operated by



The Housing Authority of the City of San Buenaventura

Effective: 6/8/2022 (*Board of Commissioners Resolution 22-06*)

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## Policy Statement

It is the primary policy of the Housing Authority of the City of San Buenaventura (*HACSB*) to provide and develop quality affordable housing for eligible low-income residents and operates all its housing programs in a manner that ensures equal access and opportunity, provide safe, decent, and affordable housing and meets the needs of the residents for whom the housing was developed to the greatest extent possible. The HACSB recognizes that it must operate and maintain itself in a fiscally solvent manner by controlling operating and capital expenses establishing tenant rents that ensure solvency, and, at the same time, adhering to occupancy requirements, rent and income limitations for a given development as dictated by its funding sources (i.e., LIHTC, HOME, Section 8, AHP, CDBG, USDA, etc.).

This Statement of Policies will apply to all LIHTC financed units operated by the HACSB. This Policy also applies to all units owned or managed by the HACSB that are not governed by the Admissions of Continued Occupancy Policy (ACOP) or to units identified as Public Housing. These units are referred to herein as “Tax Credit” or “LIHTC” units. (See Exhibit A).

***If there is a conflict between these requirements of this Policy and the requirements in the Management Plan or Agreement for a specific property, such Management Plan or Agreement shall govern.***

## **Section I. Applications**

The sections set forth are basic steps that are to be taken in obtaining and verifying information from applicants and all household members for the purposes of determining whether they meet the conditions of eligibility for admission.

### **A. Establishing an Application Pool**

1. Applications are to be accepted from all household members presumably eligible for and seeking admission to the Low-Income Housing Tax Credit (LIHTC) housing units by Project. Families eligible for LIHTC housing units are those whose income does not exceed the percentage of median income limitation(s) imposed by the California Tax Credit Allocation Committee (CTCAC) for the LIHTC program in general and for a given LIHTC project in specific, as well as any other state, local or federal occupancy requirements imposed on the project for which the applicant seeks admission (i.e. age restrictions, number of persons per unit, etc.).

Families may obtain application forms from the HACSB's office during normal business hours. Applicants may also obtain the application form from HACSB's website: <http://www.hacityventura.org>. Families may also request (by telephone or by mail) that an application form be sent to the family via first-class mail.

Completed applications must be returned to the HACSB by mail, fax, or submitted in person during normal business hours. Applications must be complete to be accepted by the HACSB for processing. If an application is incomplete, the HACSB will notify the family of the additional information required.

### **B. Procedure Governing Receipt and Processing of Applications**

1. The application constitutes the basic record of each family applying for admission. Each applicant (herein defined as any family member over the age of eighteen years) shall be required to supply information as called for on the application form and sign the application, certifying the accuracy of the data provided. *Placement on the waiting list does not indicate that the family is, in fact eligible. A final determination of eligibility will be made when the family is selected from the waitlist.*

2. The HACSB shall record on each application the date it is received in the HACSB office. The application, together with all other materials relating to the family's eligibility, priority, and preference rating shall be maintained in an active file for each potentially eligible applicant

3. If the HACSB determines that the applicant is ineligible, the applicant shall be notified in writing. The reason for the determination of ineligibility shall be entered in the file.

**C. Verification of Documentation of Application Data**

When the family is selected from the waitlist, each Applicant shall provide sufficient reliable documentation upon which the HACSB can base a determination of eligibility, preference, status, rent to be paid, and size of dwelling required. Such documentation may include, but is not limited to:

1. Verification of identity, such as California ID or Driver's license, birth certificate, passport, etc.
2. Copy of Social Security Card for each household member.
3. Current proof of the earned and unearned household income for **ALL** adults.
4. Copies of Tax returns with attached W-2 forms.
5. Current proof of all assets (i.e., checking, savings, IRA, and stocks accounts, including accounts of minors) for the period of 6 prior to the date of determination of eligibility.

Where information received is not complete or adequate, the HACSB staff shall inform the applicant and request supplemental or additional information. Failure to submit supplemental or additional information requested by the HACSB within 10 business days of written notice, will result in denial of the application and the applicant will be removed from the waiting list. In addition, the LIHTC program prevents a household entirely comprised of full-time students to lease at tax credit properties. A full-time student household can qualify for LIHTC housing if (*Internal Revenue Code §42(i) (3) (D)*):

1. A student receives assistance under Title IV of the Social Security Act (the Temporary Assistance for Needy Families (TANF) program)
2. A student was previously in the foster care program
3. A student is enrolled in a job training program and receiving assistance under the Job Training Partnership Act or under other federal, state, or local laws
4. The household comprises of single parents and their children. Such parents must not be dependents of another individual and the children must not be dependents of another individual other than their parent. None of the tenants (parents or children) can be dependents of a third party
5. The household is comprised of a married couple entitled to file joint tax returns

**D. Summary of Verification Data**

As verification of all necessary items described in Section C is completed, a summary of conclusions shall be entered in the applicant file. The summary shall address the following determinations and the basis for each:

1. Eligibility of the family with respect to income limits: and, if applicable, age and/or disability or any need determinations for admission that are applicable to certain LIHTC projects operated by the HACSB.
2. Rent which the family shall pay.
3. Preference status, if any.
4. Size of the unit to which the family should be assigned.
5. Proof of social security cards for all household members.

## **Section II. Eligibility of Applicants**

### **A. Eligibility for Admission**

The HACSB must perform an income certification for each low-income household and receive documentation to support the initial certification. Upon receipt of all verifications, the HACSB will determine if the family qualifies, based upon applicable income limits and regulations as established by the California Tax Credit Allocation Committee (CTAC) for the operations of the LIHTC program and if applicable, other regulatory agreement guidelines.

- 1) Qualifying households must have a gross household annual income that does not exceed the applicable income limits established for admission, to the given LIHTC project and if applicable, additional funding sources for which they have applied. (See Exhibit B for income limits by LIHTC project).
- 2) The HACSB is required to count **all** income anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date.
- 3) The HACSB will verify all income and assets of the household via regular mail, e-mail, or fax.
- 4) If applicable qualify as a family as defined in Section VIII. G
- 5) Meet the suitability for admission requirements as listed in Section II, B.
- 6) Not be a registered sex offender, subject to a lifetime registration requirement.
- 7) Not have ever been convicted of manufacturing, producing or selling any controlled illegal substances or drugs.
- 8) In general, a single-person household who is a full-time student is not eligible for admission pursuant to LIHTC regulations (*Internal Revenue Code §42(i) (3) (D)*).

### **B. Suitability for Admission**

Prior to admission, the HACSB will conduct a detailed interview of all prospective applicants. The interview form will contain questions designed to evaluate the ability of the applicants to meet the essential requirements of the tenancy. Answers will be subject to third-party verification. An applicant's intentional misrepresentation of any information related to eligibility, suitability, award of preference for admission, housing history, or rent may result in denial of admission. The HACSB examination of relevant information may include but is not limited to, an assessment of:

- a) Ability to assume financial responsibility for rent obligations.
- b) The past performance in meeting financial obligations, especially rent within the past 5 years.
- c) Credit reports.
- d) Eviction or record of disturbance of neighbors sufficient to warrant a police call, destruction of property, or evidence of unsuitable living or housekeeping habits at present or prior residences.

- e) Any history of criminal activity including drug related criminal activity.
- f) Any history or evidence of acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy by neighbors
- g) Any history issuing threats or behaving in manner indicating intent to assault employees or agents of the HACSB or their tenants.
- h) Any current history of alcohol or substance abuse that would threaten the health, welfare or right to peaceful enjoyment of the premises by other residents.
- i) The ability and willingness of an applicant to comply with the essential lease requirements

The history of conduct and behavior by all members of the applicant’s family must demonstrate that they can reasonably be expected NOT to:

- a) Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare.
- b) Adversely affect the physical environment or financial stability of the project.
- c) Violate the terms and conditions of the lease.

**C. Order of Preference**

Preference in the selection of tenants shall be given based on the date and time of application. Some individual LIHTC projects may have other preference criteria related to the project and/or local housing needs as determined by the HACSB (refer to Exhibit C). If the development is a Project-Based Voucher Development or Rental Assistance Demonstration (RAD) Development, and the waitlist for the designated project has been exhausted without finding an eligible applicant, the HACSB will make the selection from their regular Housing Choice Voucher waitlist.

**D. No Invidious or Arbitrary Discrimination**

Unless authorized by law or policy, priorities and preferences shall be implemented without regard to race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (cancer related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services.

**E. Date and Time Sequence**

If two or more eligible applicants for the same unit size with identical preference status apply, the date and time sequence of applications will govern the tenant selection.

**F. Refusal of Dwelling Offered**

If an applicant presents to the satisfaction of the HACSB clear evidence that acceptance of a given offer of suitable vacancy will result in undue hardship or handicap (not related to or motivated by



considerations of race, creed, sexual orientation, color, or national origin), such as inaccessibility to the place of employment, medical care, children's daycare and the like, the applicant shall retain his place on the eligible applicant list and be offered the next succeeding vacancy of appropriate size( Ref. 34322.22 CA Health and Safety Code).

If an applicant rejects an offer, other than for a justifiable reason as stated above, the applicant will be removed from the waitlist.

**G. Transfer of Tenants**

Transfer of a family from one housing unit to another operated by this HACSB when such family is eligible for continued occupancy may occur without transfer being subject to preferences. When a dwelling has become unsuitable to a tenant because of occupancy standards (see Section IV. B), the tenant shall be required to move to a dwelling of appropriate size as soon as is practicable. Tenants may be required to transfer by the HACSB for other reasons. Note: Tenants who transfer between buildings within a given LIHTC project, must be prequalified on the basis of the current income limits for the project/building to which they are transferring.

### **SECTION III. Rent and Deposit Determination**

#### **A. RENT**

The tenant rent shall not exceed the maximum rent approved and set by the California Tax Credit Allocation Committee for the given LIHTC project in which the applicant seeks residency or tenant resides in. Such rent limits are generally adjusted and published annually by the California Tax Credit Allocation Committee and if applicable, other regulatory agreement guidelines.

#### **B. Deposits and Charges**

A security deposit shall be required of all tenants (see Exhibit D), which shall be payable at the time of leasing, unless it imposes a financial hardship, in which event a payment agreement may be negotiated to be paid within 3 months. Such deposits shall be retained until occupancy is terminated. Any charges and/or unpaid rent may be deducted from the deposit. Notification and accounting of security deposit use, if any, shall be made in the amount and manner established by California Civil Code Section 1950.5.

#### **C. Gross Household Income**

Limits for admission shall be restricted to lower-income households as further defined by California Tax Credit Allocation Committee for the given LIHTC project and if applicable, other regulatory agreement guidelines.

**SECTION IV. Leasing of dwelling units to eligible families**

A minimum 12-month lease agreement for LIHTC units shall be executed between the Owner/Agent and each tenant family upon initial occupancy. Project-Based Developments, RAD Developments, and HOME designated units will require a minimum of a 1-year lease. Thereafter, said Agreement may be month to month. The Rental Agreement is to be kept current at all times and is to reflect the rent being charged, the authorized household members, and other conditions governing occupancy.

**A. Execution of Rental Agreement**

1. Every adult member of each family accepted as a tenant is required to execute a Rental Agreement prior to occupancy. A copy of the Agreement shall be provided to the tenant(s) and the original shall be filed in the permanent record folder established for the tenant household.
2. If, through any cause, any of the signers of the Rental Agreement ceases to be a member of the tenant’s household, the Agreement shall be void, and a new Rental Agreement shall be executed and signed by each adult member of the family, provided the family remains eligible for continued occupancy of the unit.
3. If any family member is added to the family occupying the unit, the Rental Agreement shall be void and a new Rental agreement shall be executed and signed by each adult member of the family, provided the family remains eligible for continued occupancy of the unit.
4. If a tenant family transfers to a different housing unit operated by the HACSB, the existing Rental Agreement shall be void and a new Rental Agreement shall be executed.

All copies of amendments to the Rental Agreement shall be in writing, and a copy shall be provided to the tenant(s).

**B. Occupancy Standards**

The following occupancy standards will apply to projects with Project-Based Vouchers:

<u>Bedroom Size</u>	<u>Persons in Household (Minimum – Maximum)</u>
<u>0 Bedroom (Studio)</u>	<u>1-2</u>
<u>1 Bedroom</u>	<u>1-3</u>
<u>2 Bedrooms</u>	<u>3-5</u>
<u>3 Bedrooms</u>	<u>5-7</u>
<u>4 Bedrooms</u>	<u>7-9</u>
<u>5 Bedrooms</u>	<u>9-11</u>

### 1. Standards Used to Determine Acceptability of Unit Size

To avoid overcrowding and maximize use of space, each dwelling unit shall be assigned in accordance with the occupancy standards set forth below. Families may be required to move if the unit is overcrowded or under-occupied.

The occupancy standards may be waived for (1) families participating in supportive services at the Training for Independent Living Building or (2) families consisting of unrelated persons with a disability who require supportive services in order to live independently.

Occupancy standards allow two persons per living/sleeping room and would permit the following maximum occupancy, assuming a living room is used as a living/sleeping area.

#### 1. Standards Used to Assign Unit Size

Unit Size	Minimum Number of Persons in household	Maximum number of persons in household
0	1	2
1	1	3
2	2	5
3	4	7
4	7	9
5	8	11

#### 2. Counting Household Members

Every family member regardless of age is to be counted as a person. An unborn child will be counted as a person in determining the household size and applicable income limits. A full-time student residing away from home during the school year who continues to maintain permanent residency with the family may be considered a household member.

## **SECTION V. Review of Tenant Eligibility and Income**

### **A. Purpose and Interval**

To ensure tenancy in the housing units is targeted to families meeting the eligibility requirements for continued occupancy, HACSB must ensure such families are charged appropriate rents and must comply with LIHTC Occupancy Rules and if applicable, other regulatory agreement guidelines. The eligibility status and the family income of each tenant household are to be reexamined and re-determined at least annually.

### **B. Reexamination Procedures**

HACSB must, initially and on an annual basis, perform an income certification for each low-income household and receive documentation to support such certification. Upon receipt of all verifications, the HACSB will determine if the family continues to be a qualified household based upon applicable income limits and regulations as established by the California Tax Credit Allocation Committee for the operations of the LIHTC program and, if applicable, other regulatory agreement guidelines.

1. Recertification Notice- will be mailed out to the tenant 120 days prior to household's anniversary date.
2. Interview- before occupancy or ninety (90) days prior to the household's anniversary date HACSB shall schedule the family for an interview to review tenancy. Each member of the tenant family over the age of eighteen years shall attend the interview and sign the required forms.
3. Documentation of Data- to assure completeness and accuracy of the information on which determinations of eligibility for occupancy and size of dwelling are made, each tenant household shall provide supporting information documentation of family income, assets, size, and composition. Acceptable methods of verification include, in order of preference:
  - a) Verification by a third party (required).
  - b) Review of documents.
  - c) Applicant/Tenant Certification.

### **C. Eligibility for Continued Occupancy**

To be eligible for continued participation in LIHTC units operated by the HACSB, occupant(s) must be those:

1. Who qualify as a family as defined in Section VIII. G, or who is the remaining member of a tenant family.
2. Who conforms to the occupancy standards set forth in Section IV. B. above.
3. Who indicate: (1) a willingness to assume financial responsibility (e.g. a conscientious concern for meeting rent obligations, and (2) social responsibility, e.g. respect for the rights of neighbors and/or others sharing the same building, abstention from illegal drug use/sale, etc.); and (3) housekeeping responsibility, (e.g. a concern for the appearance, safety, and upkeep of the residence); and (4) ongoing compliance with the residential lease and house rules.
4. Who have a gross annual income that does not exceed the applicable income limits for continued occupancy at the given LIHTC project and if applicable, other regulatory agreement guidelines in which they reside.

D. Action Required Following Reexamination

1. Notice of Determination

Upon completion of reexamination interview and review of the verified supporting data, a determination of continued eligibility will be rendered. If the family is no longer a qualified household under the Program, HACSB shall notify the family of ineligibility. If the family is a current tenant, the family must vacate the premises upon thirty (30) days written notice of non-qualifying status, subject to any applicable grievance procedures.

- a. Change in Family Size - If the size or composition of the family no longer complies with the occupancy standards set forth in Section IV. B. above, the HACSB shall notify the family of the need to move to the appropriate unit size and the location of the dwelling to which they are being transferred. The family will be given 5 days from the date keys are received for the new unit to move between units and properly clean the vacated unit. If the family exceeds the 5-day period, prorated rent will be charged to the resident until the keys are turned into the HACSB.

## **SECTION VI. Appeals and Grievance Procedure for Applicants and Tenants**

Residents of RAD Developments have the additional grievance rights outlined in Section 17(N) of the HACSB's Housing Choice Voucher Administrative Plan.

Each LIHTC project will provide a grievance procedure to the tenant as an addendum to the lease.

### **A. Applicant Appeals Policy**

It is the policy of the HACSB, that if a decision has been made, that has a negative impact on an applicant's family; the applicant's family is often entitled to appeal the decision. For applicants, the appeal takes the form of an informal hearing.

Informal hearings are provided for applicants. An applicant is someone who has applied for the Low-Income Housing Program(s) but is not yet a tenant. Informal hearings are intended to provide a means for an applicant to dispute a determination of ineligibility for the tenancy to a project.

Informal hearings provide the applicant a means to hear the details of the reasons for rejection, an opportunity to present evidence to the contrary if available, and to claim mitigating circumstances if possible.

- The HACSB will only offer informal hearings to applicants for the purpose of disputing denials of Tenancy.
- A request for an informal hearing must be made in writing and delivered to the HACSB either in person or by first-class mail, by the close of the business day, no later than 10 business days from the date of the HACSB notification of denial of admission.
- The HACSB will schedule and send written notice of the informal hearing within 10 business days of the family's request.
- The informal hearing will be conducted by a person other than the one who made the decision under review, or a subordinate of this person.
- The applicant will be provided an opportunity to present written or oral objections to the decision of the HACSB.
- The person conducting the informal hearing will make a recommendation to the HACSB, but the HACSB is responsible for making the final decision as to whether admission should be granted or denied.
- Audio recording equipment will not be allowed in this hearing.
- The HACSB will notify the applicant of the HACSB final decision, including a brief statement of the reasons for the final decision.
- In rendering a decision, the HACSB will evaluate the following matters:
  1. Whether or not the grounds for denial were stated factually in the notice
  2. The validity of grounds for denial of tenancy. If the grounds for denial are not specified in the specified program regulations or in HACSB policy, then the decision to deny tenancy will be reconsidered. Refer to Section II-Eligibility of applicants for a detailed discussion of the grounds for applicant denial.
  3. The validity of the evidence. The HACSB will evaluate whether the facts presented prove the grounds for denial of tenancy. If the facts prove that there

are grounds for denial, and the denial is required by specified program regulations, the Housing Authority will uphold the decision to deny tenancy.

4. If the facts prove the grounds for denial, and the denial is discretionary, the HACSB will consider the recommendation of the person conducting the informal hearing in making the final decision on whether to deny tenancy.
5. The HACSB will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed, with a return receipt requested, within 10 business days of the informal hearing, to the applicant.
6. If the informal hearing decision overturns the denial, processing for tenancy will resume.
7. If the family fails to appear for their informal hearing, the denial of tenancy will stand, and the family will be notified.

### **B. Tenant Grievance Policy**

Each LIHTC project will provide a grievance procedure to the tenant as an addendum to the lease. In the event of a conflict between the grievance procedures described herein and the procedures provided by the lease addendum, the procedures provided by the lease addendum shall prevail.

It is the policy of the HACSB to provide administrative procedures for resolutions of complaints and disputes between the HACSB and its tenants and to the extent required by state and federal law. The HACSB shall, and by these regulations does provide, a right to a Grievance Hearing as required by state law and shall and by these regulations does provide an Informal Complaint procedure in those instances where a formal hearing is not required by state law.

Section 34331 of the California Health and Safety Code, as amended by the stats. 1974, c. 1112, p. 2385, Section 9, provides as follows:

1. Evictions (General): The HACSB shall not evict a tenant without reasonable cause and unless the tenant has been given a written statement of such cause (H & S Code Section 34331 (a)).
2. Evictions (Property Damage): The HACSB shall not file an eviction action for contested property damage before a decision has been reached by a grievance panel if the tenant has requested a grievance hearing. H & S Code Section 34331(g). A Property Damage Eviction is defined for purposes of this section as an eviction that is based on property damage inflicted by the tenant or tenant's family or guests of the tenant's family.

### **C. Informal Complaint Procedure**



1. Applicability: Any grievance must first be presented to the HACSB to allow for informal settlement or resolution.
2. Submittal requirements:
  - a. The grievance must be in writing and signed by the complainant.
  - b. The grievance must be filed within seven (7) calendar days of the HACSB action or failure to act which is the basis for the grievance.
  - c. The grievance must state with reasonable specificity the grounds on which it is filed, and the action requested. The grievance must be accompanied by copies of any documents relevant to its disposition.
  - d. The grievance shall be filed in duplicate; the original and the copy shall be stamped at the time of receipt by the HACSB, the original shall be retained by the HACSB, and the copy shall be returned to the Complainant.
3. Suspension of Eviction: Where a complainant has properly filed a grievance and requested a hearing related to a property damage eviction, an action to regain possession may not be commenced until after a final decision is made.
4. Response: The HACSB shall mail or deliver a response to the Complainant within a reasonable period of time, not to exceed (7) calendar days.  
The Response shall specify:
  - a. The proposed disposition of the grievance and the reasons therefore
  - b. The right of the grievant to a hearing, if any; and
  - c. The procedures by which a hearing may be obtained

**D. Right to a hearing**

1. A Grievant has a right to a hearing only in cases involving property damage evictions. In all other cases, unless otherwise provide for in the lease addendum, the mailing of the HACSB response constitutes the final administrative action.
2. The HACSB shall schedule a hearing at the earliest feasible date and shall provide reasonable notice of hearing to the Grievant and other affected parties.

**E. Hearing Officer**

1. The parties may be represented by an attorney or a lay representative. The Hearing Officer shall have the right to regulate all matters of procedure and conduct related to the hearing.
2. The hearing shall be private unless the grievant requests a public hearing. The proceedings may be tape-recorded only with the consent of all parties.
3. Prior to the hearing, the Grievant may examine and, at his/her expense, copy all documents, records, and regulations of the HACSB that are relevant to the hearing and not otherwise exempt from disclosure under the Public Records Act. Any document not made available after the Grievant's request may not be relied on by the

HACSB at the hearing. The grievant may request, at his/her expense, a transcript of the hearing. The HACSB is not obligated to record the hearing, to produce a transcript, nor to provide equipment needed to record or transcribe the hearing.

4. The Hearing before the Hearing Officer shall be informal and any oral documentary or other reasonably reliable evidence relevant to the issues raised by the written Grievance and response may be received and considered, regardless of whether that evidence would be admissible under the rules of evidence employed in judicial proceedings.

#### **F. Continuances**

1. Continuance may be granted by the Hearing Officer where good cause is shown.
2. Continuance should be requested in writing, in advance of the hearing date, if possible.
3. In no case shall a continuance exceed seven (7) calendar days
4. If a Grievant fails to appear, the Hearing Officer shall have discretion either to continue the hearing for up to seven (7) calendar days or dismiss the grievance *sua sponte*.

#### **G. Decision of the Hearing Officer**

1. The Hearing Officer may rule at the close of the hearing or take the matter under consideration. A written decision and the reasons, therefore, shall be prepared within ten (10) business days of the hearings and mailed or delivered to the HACSB and the Grievant.
2. The decision of the Hearing Officer shall be based solely and exclusively upon facts presented at the hearing and upon applicable HACSB policies and regulations. The decision shall be final and binding on the parties, to the extent consistent with state law. It is not the intent of this section to provide for judicial review by way of writ of mandate or any other procedure not expressly mandated by state law.

## **Section VII. Termination of Rental Agreement**

Tenancy may be terminated by the HACSB after proper notice is provided to the tenant as provided in the Rental Agreement, this policy, and state law. Reasons for termination of tenancy may include, but are not limited to:

- A. Nonpayment of rent due under the Rental Agreement
- B. Violation of terms of the Rental Agreement and/or House Rules, including, but not limited to:
  - 1. Use or occupancy of the dwelling by persons other than those listed on the application, without HACSB consent, except guests as permitted by the lease.
  - 2. Assignment or subleasing of the premises or providing accommodation for borderers or lodgers.
  - 3. Misrepresentation(s) by the tenant to the HACSB of facts material to the Rental Agreement.
  - 4. Interference with the quiet enjoyment of neighbors or adjacent property owner.
  - 5. Maintaining or permitting a nuisance on the premises.
  - 6. Violation of law by tenant in connection with occupancy of the premises.
  - 7. Violation of terms of Rental Agreement Addendum for Crime-Free/Drug-Free Housing.
  - 8. Refusal to permit reasonable inspections by the HACSB.
  - 9. Failure to maintain the premises, equipment, and furnishing, in good order and repair.
  - 10. Intentional or unreasonable damage to the premises, equipment or furnishings by a tenant or tenant family member or guest(s).
  - 11. Failure to provide timely and accurate statements of income, assets, family compositions and any other documentation as required by this policy and/or the LIHTC program at admission, interim, Special or Annual Recertifications.
  - 12. The Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control engaging in criminal activity, including drug-related criminal activity, on or off the premises.
  - 13. Alcohol abuse that the HACSB determines interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.
- C. Partial or Total Destruction of the premises that renders the dwelling unlivable by reason of the destruction, or displacement resulting from necessary repairs.
- D. Abandonment of the property or prolonged or repeated absence from the dwelling under circumstance that indicate the property is not being used as the usual or primary dwelling place of the tenant.

E. If the HACSB has reasonable cause to believe that continued occupancy of a dwelling unit by a tenant constitutes a serious threat to the health or safety of other tenants, neighboring persons, or HACSB employees and agents, the HACSB may terminate the tenancy of the tenant posing the threat or require the tenant family to move to another dwelling where the threat will be reduced.

## **Section VIII. Definition of Terms**

- A. **Adult**: All household members 18 years of age and older.
- B. **Dependent**: All members 17 years old and younger or a full-time student who is 18 years or older.
- C. **Disabled Person**: A person who is disabled per the definition contained in Section 223 of the Social Security Act or Section 102(7) of the Developmental Disability Assistance and Bill of Rights Act (42 U.S.C. Section 6001 (7)).
- D. **Displaced Family**: A family is or will be involuntarily displaced if they have vacated or will have to vacate his or her housing unit as a result of one or more of the following actions:
  - 1. A disaster, such as a fire or a flood, that results in the un-inhabitability of an applicant's unit.
  - 2. Activity carried on by an agency of the United States or by any state or local government body or agency in connection with code enforcement or a public improvement or development program
- E. **Drug related criminal activity**: The illegal manufacture, sale, distribution, use or the possession with intent to manufacture, sell, distribute or use of a controlled substance (as a defined in Section 102 of the Controlled Substance Act ( 21 U.S.C. 802)).
- F. **Elderly Family**: A family whose head or spouse (or sole member) is a person who is at least 62 years of age.
- G. **Family**: A family is (1) A group of two or more people related by blood, marriage, or adoption, or who have evidenced a stable family relationship, who will have in the same dwelling; or (2) single pregnant women with no other children (3) an Elderly Family or Single Person as defined in this part; (4) the remaining member of a tenant family; or (5) a displaced person. They may also be considered as part of a family who will live regularly as part of the family group (including members of the family temporarily absent) and whose income and resources are available for use in meeting the living expenses of the group. Lodgers will not be included in the household. Notwithstanding the foregoing, a family may also be unrelated persons with a disability who require supportive services in order to live independently.
- H. **Handicapped Person**: A person having a physical or mental handicap that: (1) is expected to be of long and indefinite duration, (2) impedes his or her ability to live independently, and (3) is of such nature that is not possible for the person to live independently, and (4) is of such nature that the person's ability to live independently could be improved by more suitable housing.
- I. **Head of Household**: the adult member of the family who is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a co-head or spouse
- J. **Homeless Family**: A homeless family includes any individual or family who lacks a fixed, regular, and adequate nighttime residence and has a primary nighttime residence that is:
  - 1. A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing).

2. An institution that provides a temporary residence for individuals intended to be institutionalized.
3. A public or private place not designed for, or ordinarily used as, regular sleeping accommodation for human beings.
4. Homeless family- A homeless family does not include any individual imprisoned or otherwise detained pursuant to an Act of Congress or a state law

K. Minor: A person less than eighteen (18) years of age, except that a family head, spouse, or unborn child shall not be considered a minor.

M. Remaining Member: The “remaining member” of a tenant family is a family member who remains in the unit when other members have moved out or have become deceased.

N. Rents: The actual amount due under a rental agreement between a tenant family and HACSB for the use of the dwelling accommodation, equipment, services, and utilities supplied with the dwelling. Monthly rent does not include charges for excess utility consumption or miscellaneous sales and service.

O. Servicemember: For the purpose of applying preferences a “Servicemember” means a person in the active military service of the United States. “Military or service of the United States” means only the Army, Navy, Air Force, Marine Corps, Space Force, an Coast Guard. Such service does not include Merchant Marine, Red Cross, or any other organization not actually part of the Military or Naval Service of the United States.

P. Single Person: Single persons are elderly, disabled, handicapped, or the remaining member of an assisted tenant family.

Q. Gross Household Annual Income: All the income from any source whatsoever before deductions or exemptions, including income stream from assets, anticipated to be received during the twelve months following admission or reexamination of household income. This includes income by all persons including minors, occupying, or who are to occupy the dwelling, and by a family member temporarily separated from the group.

R. Utilities means water, electricity, gas, other heating, refrigeration, and cooking fuels, trash collection and sewage services. Telephone and Cable TV service may not be included as a utility.

## Exhibit A

### List of LIHTC Projects and Owner

*The HACSB may update this Exhibit as new developments are added to the HACSB portfolio. Changes to this EXHIBIT are not a significant change to this policy.*

<b>Project</b>	<b>Owner</b>
<b>Chapel Lane Senior Apartments</b> 11122 Snapdragon Street Ventura, CA 93004	<i>Chapel Lane LP</i>
<b>SOHO Apartments</b> 1150 N. Ventura Ave. Ventura, CA 93001	<i>SOHO Associates LP</i>
<b>Encanto Del Mar Apartments</b> 351 E. Thompson Blvd. Ventura, CA 93001	<i>Encanto Del Mar LP</i>
<b>Vista Del Mar Commons Apartments</b> <ul style="list-style-type: none"> <li>• 137 S. Palm Street (The Palms)</li> <li>• 148 S. Palm Street (TIL Building)</li> <li>• 66 S. Ventura Ave. (Mission Park)</li> </ul>	<i>Vista del Mar Commons LP</i>
<b>Johnson Gardens Apartments</b> <ul style="list-style-type: none"> <li>• 9620 Telephone Rd</li> <li>• 1055 Johnson Drive</li> <li>• 1079 Johnson Drive</li> </ul>	<i>Johnson Gardens LP</i>
<b>Buena Vida Apartments</b> <ul style="list-style-type: none"> <li>• 9050 Telephone Rd</li> <li>• 9054-9092 Telephone Rd</li> </ul>	<i>Buena Vida LP</i>
<b>Castillo Del Sol</b> 3005 E Main St Ventura, CA 93003	<i>Castillo del Sol Apartments LP</i>
<b>Villages at Westview I</b> <ul style="list-style-type: none"> <li>• 1121,1133, 1140 ,1165, 1182, 1187 Riverside St</li> </ul>	<i>Villages at Westview I LP</i>

<ul style="list-style-type: none"> <li>• 1153 Village Way</li> <li>• 232,251, 289,327,328, 340, 365 403W Vince St</li> <li>• 235,249,347 W Flint</li> </ul>	
<p><b>Rancho Verde</b> 10503-10599 Los Gatos Street Ventura, CA 93004</p>	<p><i>Rancho Verde Ventura LP</i></p>
<p><b>Willett Ranch Apartments</b> 54&amp; 55 Willett St Ventura, CA 93001</p>	<p><i>Willett Ranch LP</i></p>
<p><b>El Portal Apartments</b> 1254-1280 N. Ventura Ave Ventura, CA 93001</p>	<p><i>El Portal Ventura LP</i></p>



## Exhibit B

### **Income Limits by LIHTC Project**

All tenants at initial occupancy shall be at or below the income limits detailed below:

<b>Chapel Lane 11122 Snapdragon St.</b>	<b>38 Senior Housing Units</b>
4 units- shall be occupied by tenants at or below 30% of area median income	
19 units- shall be occupied by tenants at or below 50% of area median income	
15 units- shall be occupied by tenants at or below 60% of area median income	

All tenants at initial occupancy shall be at or below the income limits detailed below:

<b>SOHO Apartments 1150 N. Ventura Ave.</b>	<b>12 Family Housing Units</b>
2 units- shall be occupied by tenants at or below 25% of area median income	
3 units- shall be occupied by tenants at or below 35% of area median income	
7 units- shall be occupied by tenants at or below 50% of area median income	

All tenants at initial occupancy shall be at or below the income limits detailed below:

<b>Encanto Del Mar Apartments 351 E. Thompson Blvd.</b>	<b>36 Family Housing Units</b>
4 units- shall be occupied by tenants at or below 30% of area median income	
11 units- shall be occupied by tenants at or below 45% of area median income	
21 units- shall be occupied by tenants at or below 50% of area median income	

All tenants at initial occupancy shall be at or below the income limits detailed below:

<b>Vista Del Mar Commons Apartments</b>	<b>Senior/Disabled Units 74 senior/disabled units</b>
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<b>137 S. Palm Avenue (The Palms)</b> <b>148 S. Palm Avenue (TIL Building)</b> <b>66 S. Ventura Avenue (Mission Park)</b>	<b>13 disabled units</b> <b>53 senior/disabled units</b>
<u>15 units</u> - shall be occupied by tenants at or below 30% of area median income	
<u>28 units</u> - shall be occupied by tenants at or below 40% of area median income	
<u>56 units</u> - shall be occupied by tenants at or below 50% of area median income	
<u>41 units</u> - shall be occupied by tenants at or below 60% of area median income	

<b>Johnson Gardens Apartments</b> 9620 Telephone Rd 1055 Johnson Drive 1079 Johnson Drive	<b>Senior/Disabled Units</b> <b>51 senior/disabled units</b> <b>25 senior/disabled units</b> <b>25 senior/disabled units</b>
<u>21 units</u> - shall be occupied by tenants at or below 50% of area median income	
<u>80 units</u> - shall be occupied by tenants at or below 60% of area median income	

<b>Buena Vida Apartments</b> <b>9050 Telephone Rd</b> <b>9054-9092 Telephone Rd</b>	<b>75 senior/disabled units</b> <b>20 Family Units</b>
<u>29 units</u> - shall be occupied by tenants at or below 50% of area median income	
<u>66 units</u> - shall be occupied by tenants at or below 60% of area median income	

<b>Castillo del Sol</b> <b>3005 E Main St.</b>	<b>39 SPECIAL NEEDS (SRO)</b> <b>5 Chronically Homeless-Ventura County Human Services Agency</b> <b>19 Ventura County Behavioral Health</b> <b>15 Tri Counties Regional Center</b>
<u>4 units</u> - shall be occupied by tenants at or below 30% of area median income	
<u>31 units</u> - shall be occupied by tenants at or below 40% of area median income	
<u>4 units</u> - shall be occupied by tenants at or below 50% of area median income	

<b>Villages at Westview I</b> <b>340 W Vince St</b>	<b>130 Family units</b>
<u>72 units</u> - shall be occupied by tenants at or below 50% of area median income	
<u>58 units</u> - shall be occupied by tenants at or below 60% of area median income	

<b>Rancho Verde</b> 10503-10599 Los Gatos Street	<b>23 Farmworker Family units</b>
<u>14 units</u> - shall be occupied by tenants at or below 50% of area median income	
<u>6 units</u> - shall be occupied by tenants at or below 45% of area median income	
<u>3 units</u> - shall be occupied by tenants at or below 30% of area median income	

<b>Willett Ranch</b> <b>54 &amp; 55 Willett St</b>	<b>49 Senior units</b> <b>15 units must also be Homeless units:</b> <b>3- COC</b> <b>6- HSA</b> <b>6-VCBH</b>
<u>49 units</u> - shall be occupied by tenants at or below 30% of area median income	

<b>El Portal</b> 1254-1280 N Ventura Ave	<b>28 Family Units-Special Needs</b> <b>15 Homeless</b> <b>11 Special needs *3 must be senior 62 or older.</b> <b>Refer to Development Map for specific unit requirements</b>
<u>11 units</u> - shall be occupied by tenants at or below 50% of area median income	
<u>4 units</u> - shall be occupied by tenants at or below 60% of area median income	
<u>13 units</u> - shall be occupied by tenants at or below 30% of area median income	

**The Median income figures above shall be pursuant to those set and update annually by the California Tax Credit Allocation Committee and if applicable, other regulatory agreement guidelines.**

## **Exhibit C**

### **Occupancy Preference and Restrictions by LIHTC Project**

#### **Chapel Lane Senior Housing Apartments:**

- The Head of Household or spouse must be at least 62 years of age or older. Additional household members must be at least 45 years of age or older.
- Project is 100% Project Based
- Project is subject to CTCAC and HOME requirements

#### **SOHO Apartments:**

Preference will be given to employees of:

- County of Ventura
- City of Ventura
- Ventura Unified School District
- Project is 100% Project Based
- Project is subject to CTCAC and HOME requirements

#### **Encanto Del Mar Apartments:**

Preference will be given to employees of:

- Downtown Ventura Area Employers
- Projects is subject to CTCAC, HCD, and HOME requirements

#### **Vista Del Mar Commons (RAD Development):**

Three (3) separate waiting lists having the following preferences and restrictions.

1. The Training for Independent Living (TIL) Building, located at 148 S. Palm:
  - Preference will be given to families (including individuals with disabilities): (1) who have disabilities that significantly interfere with their ability to obtain and maintain themselves in housing; (2) who, without appropriate supportive services, will not be able to obtain or

maintain themselves in housing; and (3) for whom such services cannot be provided in a non-segregated setting.

- Project is 100% Project-Based
- Project is subject to CTCAC and RAD Requirements

2. The Palms, located at 137 S. Palm:

- Preference will be given to senior/disabled
- Project is 100% Project-Based
- Project is subject to CTCAC and RAD Requirements

3. Mission Park, located at 66 S. Ventura:

- Preference will be given to senior/disabled
- Project is 100% Project-Based
- Project is subject to CTCAC and RAD Requirements

**Johnson Gardens (RAD Development):**

Two (2) separate waiting lists having the following preferences and restrictions:

1. Gregory Gardens, located at 9620 Telephone Road:

- Preference will be given to senior/disabled
- Project is 100% Project-Based
- Project is subject to CTCAC, RAD and HOME Requirements

2. Johnson Buildings, located at 1055 and 1079 Johnson Drive:

- Preference will be given to senior/disabled
- Project is 100% Project-Based
- Project is subject to CTCAC, RAD and HOME Requirements

**Buena Vida (RAD Development):**

- Project is 100% Project-Based
- Project is subject to CTCAC and RAD Requirements

**Castillo del Sol:**

- Preference will be given to applicants as follows:  
5 units-Human Services Agencies applicants  
15 units-Tri Counties  
19 units-Behavioral Health  
The organizations will provide supportive services to applicants upon being leased.
- Project is 100% Project-Based
- Project is subject to CTCAC requirements

**Villages at Westview I (RAD Development):**

- Project is 100% Project-Based
- Project is subject to CTCAC, RAD, and AHP Requirements

**Rancho Verde:**

- Eligible applicants will be processed and selected in the order in which completed applications are received. Priority will be given to eligible active farm laborer households. Second priority must be given to retired or disabled farm laborer households who were active in the local farm area during the time of retirement. Third Priority must be given to other retired or disabled domestic farm laborer who were not active in the local farm labor market area at the time of retirement or becoming disabled. Within each of the priorities above, occupancy priority within each ranking category is according to the household's income: Very low, low, and then moderate. Eligibility will be determined on stated income. If an applicant is deemed eligible on stated income, then full processing is undertaken. If an applicant is deemed to be over-the-income limit they will become ineligible and therefore processing will cease at that time.
- Projects is subject to USDA requirements

**Willett Ranch:**

- Project is 100% Project-Based Voucher
- Project is subject to CTCAC, HOME, and HCD requirements

**El Portal:**

- Project consist of 5 VASH Vouchers, 10 Mainstream Vouchers, and 13 Project- Based Vouchers
  - a. Project is subject to CTCAC, HCD-Project Homekey, HOME, and AHP

**All the projects above are non-smoking projects.**

Smoking of tobacco products is prohibited on the entire property, including individual units, common areas, every building and adjoining grounds.

Projects may have a designate smoking area on the grounds.

**Exhibit D**

**Security Deposits**

**Chapel Lane Senior Apartments:**

- \$500.00

**Pet Deposits:**

- \$200.00

**Soho Apartments:**

- \$1000.00

**Pet Deposits:**

- \$200.00

**Encanto Del Mar Apartments:**

Unit Size	Security Deposit
1 bedroom	\$500.00
2 bedroom	\$750.00
3 bedroom	\$1000.00

**Pet Deposits:**

- \$200.00

**Vista Del Mar Commons:**

- The greater of \$200.00 or the Tenant's monthly rent portion

**Pet Deposits:**

- \$200.00



**Johnson Gardens:**

- The greater of \$200.00 or the Tenant’s monthly rent portion

**Pet Deposits:**

- \$200.00

**Buena Vida:**

- The greater of \$200.00 or the Tenant’s monthly rent portion

**Pet Deposits:**

- \$200.00

**Villages at Westview I:**

- The greater of \$200.00 or the Tenant’s monthly rent portion

**Pet Deposits:**

- \$200.00

**Rancho Verde:**

- The greater of \$200.00 or the Tenant’s monthly rent portion

**Pet Deposits:**

- \$200.00

**Willett Ranch:**

Unit Size	Security Deposit
1 bedroom	\$500.00
2 bedroom	\$750.00

**El Portal:**

Unit Size	Security Deposit
0 bedroom	\$400.00
1 bedroom	\$500.00
2 bedroom	\$750.00