

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

PHA Plans

5 Year Plan for Fiscal Years 2005- 2009

Annual Plan for Fiscal Year 2005-2006

NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES

**PHA Plan
Agency Identification**

PHA Name: SAN FRANCISCO HOUSING AUTHORITY

PHA Number: CA 001

PHA Fiscal Year Beginning: (10/2005)

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting: (select all that apply)

- Main administrative office of the PHA --- 440 Turk Street, Reception Desk
- PHA development management offices
 - District Offices:
 - District 1 --- 90 Kiska Road
 - District 2 --- 2501 Sutter Street
 - District 3 --- 1010 Webster Street
- PHA local offices
- Section 8 Office --- 1815 Egbert Avenue

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- Main administrative office of the PHA
- PHA development management offices
 - District Offices:
 - District 1 --- 90 Kiska Road
 - District 2 --- 2501 Sutter Street
 - District 3 --- 1010 Webster Street
- PHA local offices
- Main administrative office of the local government
- Main administrative office of the County government
- Main administrative office of the State government
- Public library
- PHA website
- Other (list below) Section 8 Administrative Office --- 1815 Egbert Avenue

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

Main business office of the PHA --- 440 Turk Street

PHA development management offices

District Offices:

District 1 --- 90 Kiska Road

District 2 --- 2501 Sutter Street

District 3 --- 1010 Webster Street

Other (list below) Section 8 Administrative Office --- 1815 Egbert Avenue

5-YEAR PLAN
PHA FISCAL YEARS 2000 - 2004
[24 CFR Part 903.5]

A. Mission

State the PHA's mission for serving the needs of low-income, very low income, and extremely low-income families in the PHA's jurisdiction. (Select one of the choices below)

- The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.
- The PHA's mission is to continue to provide affordable housing for nearly 12,000 public housing residents and approximately 21,000 Section 8 participants. A primary goal of the Authority is to continue to provide housing for these low-income households while improving housing and economic opportunities for residents and maintaining high standards of property management, fiscal management and service delivery. Coordination with City efforts and collaborations with other public and private entities will continue to be emphasized.

B. Goals

The goals and objectives listed below are derived from HUD's strategic Goals and Objectives and those emphasized in recent legislation. PHAs may select any of these goals and objectives as their own, or identify other goals and/or objectives. Whether selecting the HUD-suggested objectives or their own, **PHAS ARE STRONGLY ENCOURAGED TO IDENTIFY QUANTIFIABLE MEASURES OF SUCCESS IN REACHING THEIR OBJECTIVES OVER THE COURSE OF THE 5 YEARS.** (Quantifiable measures would include targets such as: numbers of families served or PHAS scores achieved.) PHAs should identify these measures in the spaces to the right of or below the stated objectives.

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

- PHA Goal: Expand the supply of assisted housing.
- Objectives:
- Apply for additional rental vouchers:
 - Reduce public housing vacancies:
 - Leverage private or other public funds to create additional housing opportunities:
 - Acquire or build units or developments
 - Other (list below)
Locate infill affordable and market rate housing, where density permits, at family and elderly/disabled public housing units.
Use Section 8 Project-Based Voucher Program assistance in conjunction with HOPE VI revitalization efforts to increase supply of housing units.

- PHA Goal: Improve the quality of assisted housing
 - Objectives:
 - Improve public housing management: (PHAS score)
 - Improve voucher management: (SEMAP score)
 - Increase customer satisfaction:
 - Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)
 - Renovate or modernize public housing units:
 - Demolish or dispose of obsolete public housing:
 - Provide replacement public housing:
 - Provide replacement vouchers:
 - Other: (list below)
 - Partner with locally-based developers, non-profit community and supportive service organizations and City agencies

- PHA Goal: Increase assisted housing choices
 - Objectives:
 - Provide voucher mobility counseling:
 - Conduct outreach efforts to potential voucher landlords
 - Increase voucher payment standards
 - Implement voucher homeownership program:
 - Implement public housing or other homeownership programs:
 - Implement public housing site-based waiting lists:
 - Convert public housing to vouchers:
 - Other: (list below)
 - (1) Voucher Homeownership in conjunction with comprehensive revitalization, infill housing, partnerships with community-based organizations, City agencies, Family Self-Sufficiency (FSS) and other homeownership programs.
 - (2) Use Section 8 Project-Based Voucher Program assistance in conjunction with HOPE VI revitalization efforts to increase supply of housing units.
 - (3) Utilize to the fullest extent possible the Section 8 Project-Based Voucher Program

HUD Strategic Goal: Improve community quality of life and economic vitality

- PHA Goal: Provide an improved living environment
 - Objectives:
 - Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:
 - Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
 - Implement public housing security improvements:

- Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
- Other: (list below)
 - (1) De-concentrate poverty by bringing higher income public housing and other households into lower density developments where more housing --- with other ancillary non-residential uses --- can be added to the site, creating a mixed-income, mixed-use community.
 - (2) Develop better one-on-one relationships with communities surrounding public and senior housing sites.

HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals

- PHA Goal: Promote self-sufficiency and asset development of assisted households .

Objectives:

- Increase the number and percentage of employed persons in assisted families:
- Provide or attract supportive services to improve assistance recipients' employability:
- Provide or attract supportive services to increase independence for the elderly or families with disabilities.
- Other: (list below)
 - (1) Identify and implement programs with community-based partners that can promote family self-sufficiency, including first time homeownership opportunities for low-income families.
 - (2) Apply for as many SuperNOFA grants as applicable, including the ROSS grant funds.
 - (3) In addition to Section 3 goals, the SFHA has a policy that at least 25% of total workforce hours, funded through contracts with outside sources awarded through a bid process, will be made available to residents of public housing.

HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans

- PHA Goal: Ensure equal opportunity and affirmatively further fair housing
- Objectives:
- Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:
 - Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:

- Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
- Other: (list below)
The SFHA has the Office of Fair Housing to respond to residents and applicants relating to possible discrimination-based incidents and the implementation of procedures for addressing allegations of incidents with a perceived or actual discriminatory dimension. The SFHA also investigates allegations of discrimination based on sexual orientation.

Other PHA Goals and Objectives: (list below)

Annual PHA Plan
PHA Fiscal Year 2005
[24 CFR Part 903.7]

i. Annual Plan Type:

Select which type of Annual Plan the PHA will submit.

Standard Plan

Streamlined Plan:

- High Performing PHA**
- Small Agency (<250 Public Housing Units)**
- Administering Section 8 Only**

Troubled Agency Plan

ii. Executive Summary of the Annual PHA Plan

[24 CFR Part 903.7 9 (r)]

Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan.

Executive Summary

Established in 1938, the San Francisco Housing Authority (Authority) is located in the City and County of San Francisco. The Authority manages 6451 units of public housing stock in 53 developments scattered throughout the city. It is one of the largest public housing agencies in the nation, serving 32,946 eligible low- and very-low income residents. The Authority houses very low-income families, and without its assistance, many of San Francisco's residents, who come from many different ethnic backgrounds and who create the city's unique flavor, would be forced to live elsewhere. As a priority, the Authority is seeking ways to address the growing needs of working families in addressing housing options and home ownership opportunities.

Given the age and condition of its current housing stock, the Authority could lose as much as three percent (3%) of its viable housing units each year. A large part of the problem is the extraordinary cost of maintaining these units as safe and livable; given current budget restrictions, gang and crime rates in the community, and strict federal regulations regarding fiscal responsibilities. Drastic measures must be taken and alternatives must be found to address these conditions in order to maintain safe and affordable housing for low-income residents of the city.

The Authority has six major goals it is seeking to accomplish in the short- and long-term future. First, it is committed to the preservation and rehabilitation of its existing public housing stock. The Authority will continue to seek funding sources, in addition to those provided through formula grants provided by the U.S. Department of Housing

and Urban Development, to address the physical needs of the various family and senior/disabled housing developments.

Secondly, the Authority is committed to addressing the growing need for low-income housing in the San Francisco area by developing ways to increase the public housing stock through creative partnerships with local developers and investors for the benefit of all low-income San Francisco residents.

Thirdly, the Authority is working towards developing a comprehensive plan to address home ownership needs for low-income residents in the San Francisco area. We will continue to explore other resources to make low-income home ownership a reality for the population it serves.

Fourth, the Authority is dedicated to providing a safe and secure environment for residents in public housing developments. It is our belief that no one, especially those in subsidized housing, should be in peril, physical or emotional. Therefore, the Authority has established working relationships, solidified in numerous Memoranda of Understanding, with contract security companies, local social service agencies, and city agencies, in order to increase the safety and security of all residents in public housing. It will continue to work with local agencies to improve communications and enhance relationships to the betterment of the mutual clients we serve.

Fifth, the Authority is committed to finding new and better ways to encourage and support resident businesses, increased job opportunities, access to quality health care and dependent care, enhanced transportation options, and other social service needs. Through partnerships with local social service and city agencies, the Authority will increase the opportunity for public housing residents to improve their quality of life, in or out of subsidized housing.

Finally, the Authority continues to implement the Community Service and Self-Sufficiency Requirement, section 512 of the Quality Housing and Work Responsibility Act of 1998, as specified (NOTICE PIH 2003-17 HA) by the U.S. Department of Housing and Urban Development.

iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

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Attachments

Indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

Required Attachments:

- Admissions and Occupancy Policy (ACOP) for De-concentration
- FY 2005-2006 Capital Fund Program Annual Statement
- Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)
- Section 8 Administration Plans and Attachments

Optional Attachments:

- Attachment II - PHA Management Organizational Chart
- Attachment V - FY 2006 Capital Fund Program 5-Year Action Plan and Performance and Evaluation Reports for Years 2001, 2002, 2003 and 2004 Capital Fund Program

- Public Housing Drug Elimination Program (PHDEP) Plan
- Attachment VI - Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)
- Other (List below, providing each attachment name)
 - (1) Attachment I – Flat Rent Analysis
 - (2) Attachment II --- Organizational Chart
 - (3) Attachment III – Preventive Maintenance Schedule
 - (4) Attachment IV – Resident Assessment Subsystem Follow-up Activities Plan
 - (5) Attachment V --- Capital Fund Program Information
 - (6) Attachment VI --- Resident Advisory Board Information
 - (7) Attachment VII – PHA Governing Board ---Resident Participation
 - (8) Attachment VIII --- Deconcentration Analysis
 - (9) Attachments IX & X --- Community Service Documents
 - (10) Attachment XI --- PHA Lease
 - (11) Attachment XII --- PHA Utility Schedule Analysis

Supporting Documents Available for Review

Indicate which documents are available for public review by placing a mark in the “Applicable & On Display” column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
	<i>Template & supporting Documents on display at five locations: Administrative Office at 440 Turk Street, Section 8 Office at 1815 Egbert Avenue, PH District Office at 90 Kiska Road, PH District Office at 1010 Webster Street, and PH District Office at 2501 Sutter Street</i>	
√	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
√	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
√	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
√	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
N/A	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
	<i>Template & supporting Documents on display at five locations: Administrative Office at 440 Turk Street, Section 8 Office at 1815 Egbert Avenue, PH District Office at 90 Kiska Road, PH District Office at 1010 Webster Street, and PH District Office at 2501 Sutter Street</i>	
√	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
√	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
√	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: PHA Plan Template, Attachment VIII -- Deconcentration Analysis
√	Public housing rent determination policies, including the methodology for setting public housing flat rents <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
√	Schedule of flat rents offered at each public housing development <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
√	Section 8 rent determination (payment standard) policies <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
√	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
√	Public housing grievance procedures <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
√	Section 8 informal review and hearing procedures <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
√	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
	<i>Template & supporting Documents on display at five locations: Administrative Office at 440 Turk Street, Section 8 Office at 1815 Egbert Avenue, PH District Office at 90 Kiska Road, PH District Office at 1010 Webster Street, and PH District Office at 2501 Sutter Street</i>	
N/A	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	
√	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
√	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
√	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
N/A	Approved or submitted applications for designation of public housing (Designated Housing Plans)	
N/A	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	
√	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
√	Policies governing any Section 8 Homeownership program <input checked="" type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
√	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
√	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
N/A	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	
N/A	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	
√	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
N/A	Troubled PHAs: MOA/Recovery Plan	
√	Other supporting documents (optional) <ul style="list-style-type: none"> • New Public Housing Lease Agreement • Public Housing Utility Analysis 	Admissions & Continued Occupancy Policies

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

A. Housing Needs of Families in the Jurisdiction/s Served by the PHA

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by completing the following table. In the "Overall" Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being "no impact" and 5 being "severe impact." Use N/A to indicate that no information is available upon which the PHA can make this assessment.

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Loca-tion
Income <= 30% of AMI	66,768	5	5	5	5	5	5
Income >30% but <=50% of AMI	46,178	5	5	5	5	5	5
Income >50% but <80% of AMI	65,323	5	5	5	5	5	5
Elderly	76,156	5	5	5	5	5	5
Families with Disabilities	78,464	5	5	5	5	5	5
Race/Ethnicity <i>Which One?</i>	93,630 Asian	5	5	5	5	5	5
Race/Ethnicity <i>Which One?</i>	34,617 African American	5	5	5	5	5	5
Race/Ethnicity <i>Which One?</i>	153,632 Caucasian	5	5	5	5	5	5

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

- Draft Consolidated Plan of the Jurisdiction/s
Indicate year: 2005
- U.S. Census data: the Comprehensive Housing Affordability Strategy ("CHAS") dataset and 2000 U.S. Census Data
- American Housing Survey data
Indicate year:
- Other housing market study
Indicate year:
- Other sources: (list and indicate year of information)

B. Housing Needs of Families on the Public Housing and Section 8 Tenant-Based Assistance Waiting Lists

State the housing needs of the families on the PHA's waiting list/s. **Complete one table for each type of PHA-wide waiting list administered by the PHA.** PHAs may provide separate tables for site-based or sub-jurisdictional public housing waiting lists at their option.

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input type="checkbox"/>	Section 8 tenant-based assistance		
<input checked="" type="checkbox"/>	Public Housing		
<input type="checkbox"/>	Combined Section 8 and Public Housing		
<input type="checkbox"/>	Public Housing Site-Based or sub-jurisdictional waiting list (optional)		
If used, identify which development/sub jurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	28,493		600
Extremely low income <=30% AMI	27,882	97.9%	
Very low income (>30% but <=50% AMI)	576	2.0%	
Low income (>50% but <80% AMI)	33	0.01%	
Not Declared	2	0.5%	
Families with children	6,881	24.1%	
Elderly families	9,688	34.0%	
Families with Disabilities	3,139	11.0%	
Race/Caucasian	7,955		
Race/African Amer.	8,260		
Race/Asian/Pacific Islander	10,769		
Race/Native Amer.	405		
Not Declared	1104		
Total # of People	51,989		
Characteristics by Bedroom Size	PH	PH %	PH (Average)
0 BR	6301	22.1%	36
1 BR	11,672	41.0%	37
2 BR	6,266	22.0%	145
3 BR	3,915	13.7%	61

Housing Needs of Families on the Waiting List			
4 BR	249	1.0%	12
5 BR	28	0.0%	4
5+ BR	1	0.0%	-
None Listed	61	1.0%	
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)?			
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input type="checkbox"/> Yes			

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input checked="" type="checkbox"/> Section 8 tenant-based assistance			
<input type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/sub jurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	25,921		
Extremely low income <=30% AMI	23,562	90.9%	
Very low income (>30% but <=50% AMI)	2,229	8.6%	
Low income (>50% but <80% AMI)	130	0.5%	
Families with children	8,016	30.9%	
Elderly families	6,853	26.4%	
Families with Disabilities	6159	23.8%	
Race/Caucasian	6,567	25.3%	
Race/African Amer.	8,155	31.5%	
Race/Native Amer.	1,185	4.6%	
Race/Asian	9,698	37.4%	
Not Declared	316	1.2%	

Characteristics by			
--------------------	--	--	--

BR Size (public housing only)			
1BR			
2 BR			
3 BR			
4 BR			
5 BR			
5+ BR			
Is the waiting list closed (select one)? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes: How long has it been closed (# of months)? 34 months or since Sept. 21, 2001 Does the PHA expect to reopen the list in the PHA Plan year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			

C. Strategy for Addressing Needs

Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list **IN THE UPCOMING YEAR**, and the Agency's reasons for choosing this strategy.

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:

Select all that apply

- Employ effective maintenance and management policies to minimize the number of public housing units off-line
- Reduce turnover time for vacated public housing units
- Reduce time to renovate public housing units
- Seek replacement of public housing units lost to the inventory through mixed finance development
- Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program

- Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- Other (list below)
 - (1) Use Section 8 Project –Based Voucher Program in conjunction with HOPE VI revitalization efforts to increase supply of housing units.
 - (2) In partnership with public/private entities, provide infill-housing opportunities utilizing available and underutilized SFHA land.

Strategy 2: Increase the number of affordable housing units by:

Select all that apply

- Apply for additional section 8 units should they become available
- Leverage affordable housing resources in the community through the creation of mixed - finance housing
- Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- Other: (list below)
 - (1) Use Section 8 Project –Based Voucher Program in conjunction with HOPE VI revitalization efforts to increase supply of housing units.
 - (2) Utilize to the fullest extent possible the Section 8 Project-Based Voucher Program.

Need: Specific Family Types: Families at or below 30% of median

Strategy 1: Target available assistance to families at or below 30 % of AMI

Select all that apply

- Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- Employ admissions preferences aimed at families with economic hardships
- Adopt rent policies to support and encourage work
- Other: (list below)

Need: Specific Family Types: Families at or below 50% of median

Strategy 1: Target available assistance to families at or below 50% of AMI

Select all that apply

- Employ admissions preferences aimed at families who are working
- Adopt rent policies to support and encourage work
- Other: (list below)

Need: Specific Family Types: The Elderly

Apply for special purpose vouchers and programs targeted to elderly people should they become available. Also, create partnerships with local development teams to create infill senior housing at specific SFHA sites.

Strategy 1: Target available assistance to the elderly:

Select all that apply

- Seek designation of public housing for the elderly
- Apply for special-purpose vouchers targeted to the elderly, should they become available
- Other: (list below)

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

Select all that apply

- Seek designation of public housing for families with disabilities
- Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- Affirmatively market to local non-profit agencies that assist families with disabilities
- Other: (list below)

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:

Select if applicable

- Affirmatively market to races/ethnicities shown to have disproportionate housing needs
- Other: (list below)

Strategy 2: Conduct activities to affirmatively further fair housing

Select all that apply

- Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- Market the section 8 program to owners outside of areas of poverty /minority concentrations

- Other: (list below) To continue finding opportunities for building new public and affordable housing to meet the 54,414 families on the public housing and Section 8 waiting lists.

Other Housing Needs & Strategies: (list needs and strategies below)

(2) Reasons for Selecting Strategies

Of the factors listed below, select all that influenced the PHA’s selection of the strategies it will pursue:

- Funding constraints
- Staffing constraints
- Limited availability of sites for assisted housing
- Extent to which particular housing needs are met by other organizations in the community
- Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- Influence of the housing market on PHA programs
- Community priorities regarding housing assistance
- Results of consultation with local or state government
- Results of consultation with residents and the Resident Advisory Board
- Results of consultation with advocacy groups
- Other: (list below)

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2006 grants)		
a) Public Housing Operating Fund	\$30,332, 421	
b) Public Housing Capital Fund	\$15,000,000	
c) Annual Contributions for Section 8 Tenant Based Assistance	\$116,726,700	
d) Resident Opportunity and Self-Sufficiency Grants	0	
Other Federal Grants (list below)	N/A	

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
e) CDBG, MOCD & MOH	\$353,277	
2. Prior Year Federal Grants (unobligated funds only) (list below)		
2004 CFP	\$8,627,455	Modernization Activity
2003 CFP	\$3,030,318	Modernization Activity
3. Public Housing Dwelling Rental Income		
FY 2005-06 Estimated Annual Rent Roll	\$ 16,505,320	Public Housing Management & Maintenance Operations
4. Other income (list below)		
Mod Rehab	\$7,923,612	Section 8 Tenant Based Assistance
New Construction	\$6,364,152	Section 8 Tenant Based Assistance
Substantial Rehab	\$3,142,680	Section 8 Tenant Based Assistance
Pension Fund	\$955,692	Section 8 Tenant Based Assistance
Shelter Plus Care (Contract w/ DHS)	\$3,888,280	Section 8 Tenant Based Assistance
HOPWA	\$3,143,674	Section 8 Tenant Based Assistance
5. Non-federal sources (list below)	N/A	
Total Resources	\$215,993,581	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

(1) Eligibility

a. When does the PHA verify eligibility for admission to public housing? (select all that apply)

- When families are within a certain number of being offered a unit: (state number)
- When families are within a certain time of being offered a unit: (state time)
- Other: (describe) At time of interview

b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?

- Criminal or Drug-related activity
- Rental history
- Housekeeping
- Other (describe)

c. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

d. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

e. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2)Waiting List Organization

a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)

- Community-wide list
- Sub-jurisdictional lists
- Site-based waiting lists
- Other (describe) SFHA Website

b. Where may interested persons apply for admission to public housing?

- PHA main administrative office
- PHA development site management office
- Other (list below) SFHA Website and Community Based Agencies

c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection **(3) Assignment**

1. How many site-based waiting lists will the PHA operate in the coming year?
Not Applicable

2. Yes No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?

If yes, how many lists?

3. Yes No: May families be on more than one list simultaneously
If yes, how many lists?

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?

- PHA main administrative office
 All PHA development management offices
 Management offices at developments with site-based waiting lists
 At the development to which they would like to apply
 Other (list below)

(3) Assignment

- a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)

- One
 Two
 Three or More

- b. Yes No: Is this policy consistent across all waiting list types?

- c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

- a. Income targeting:

- Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

- b. Transfer policies:

In what circumstances will transfers take precedence over new admissions? (list below)

- Emergencies
 Over housed
 Under housed
 Medical justification
 Administrative reasons determined by the PHA (e.g., to permit modernization work)
 Resident choice: (state circumstances below)
 Other: (list below)

HOPE VI relocates, potential revitalization relocatees or permanently transferred households from HOPE VI sites.

c. Preferences

1. Yes No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If “no” is selected, skip to subsection **(5) Occupancy**)
2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition and Victims of reprisals or hate crimes)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

- Working families and those unable to work because of age or disability
- Veterans and veterans’ families
- Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

3. If the PHA will employ admissions preferences, please prioritize by placing a “1” in the space that represents your first priority, a “2” in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use “1” more than once, “2” more than once, etc.

1 Date and Time

Former Federal preferences:

- 2 Involuntary Displacement (Disaster, Government Action, Action of Housing

- Owner, Inaccessibility, Property Disposition)
- 2 Victims of domestic violence
- 2 Substandard housing
- 2 Homelessness
- 1 Homeless with Department of Human Services Supportive Services
- 1 High rent burden

Other preferences (select all that apply)

- 1 Working families and those unable to work because of age or disability
- 2 Veterans and veterans' families
- 1 Residents who live and/or work in the jurisdiction (homeless families automatically receive this preference)
- 2 Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Participants of welfare-to-work type programs
- Other preference(s)

4. Relationship of preferences to income targeting requirements:

- The PHA applies preferences within income tiers
- Not applicable: the pool of applicant families ensures that the PHA will meet income-targeting requirements

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

- The PHA-resident lease
- The PHA's Admissions and (Continued) Occupancy policy
- PHA briefing seminars or written materials
- Other source (list) SFHA Website

b. How often must residents notify the PHA of changes in family composition? (select all that apply)

- At an annual reexamination and lease renewal
- Any time family composition changes
- At family request for revision
- Other (list)

(6) Deconcentration and Income Mixing

- a. Yes No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing? **See Attachment VIII --- Deconcentration Analysis**
- b. Yes No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?
- c. If the answer to b was yes, what changes were adopted? (select all that apply)
- Adoption of site based waiting lists
If selected, list targeted developments below:
- Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments
If selected, list targeted developments below:
- Employing new admission preferences at targeted developments
If selected, list targeted developments below:
- Other (list policies and developments targeted below)
- d. Yes No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?
- e. If the answer to d was yes, how would you describe these changes? (select all that apply)
- Additional affirmative marketing
- Actions to improve the marketability of certain developments
- Adoption or adjustment of ceiling rents for certain developments
- Adoption of rent incentives to encourage deconcentration of poverty and income mixing
- Other (list below)
- f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)
- Not applicable: results of analysis did not indicate a need for such efforts
- List (any applicable) developments below:
- g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)
- Not applicable: results of analysis did not indicate a need for such efforts

- List (any applicable) developments below:

B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Eligibility

- a. What is the extent of screening conducted by the PHA? (select all that apply)
- Criminal or drug-related activity only to the extent required by law or regulation
 - Criminal and drug-related activity, more extensively than required by law or regulation
 - More general screening than criminal and drug-related activity (list factors below)
 - Other (list below)
- b. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
- c. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
- d. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)
- e. Indicate what kinds of information you share with prospective landlords? (select all that apply)
- Criminal or drug-related activity
 - Other: (describe below)
Lease violation issues, along with housekeeping habits, as reflected in the participant's file. Note: this information is shared only when requested by landlord.

(2) Waiting List Organization

- a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)
- None
 - Federal public housing

- Federal moderate rehabilitation
- Federal project-based certificate program
- Other federal or local program (list below)

b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)

- PHA main administrative office
- Other (list below)
Section 8 Administrative Offices at 1815 Egbert Avenue
However, the Section 8 Wait List is currently closed.

(3) Search Time

- a. Yes No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:

The SFHA may, at its discretion, grant an additional 90-day extension up to a cumulative maximum of 180 days.

(4) Admissions Preferences

a. Income targeting

- Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

1. Yes No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent **(5) Special purpose section 8 assistance programs**).
2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing

- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s): (list below)
Participants of welfare-to-work type programs

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

Date and Time

Former Federal preferences:

- 1 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
Victims of domestic violence
- 1 Substandard housing
- 1 Homelessness
- 1 High rent burden

Other preferences: (select all that apply)

- Working families and those unable to work because of age or disability
- 2 Veterans and veterans' families
- 2 Residents who live and/or work in your jurisdiction
- 1 Those enrolled currently in educational, training, or upward mobility programs (Welfare-to-work type program)
- 3 Households that contribute to meeting income goals (broad range of incomes)
- 3 Households that contribute to meeting income requirements (targeting)
- 1 Those previously enrolled in educational, training, or upward mobility programs (Welfare-to-work type program)
- Victims of reprisals or hate crimes
- 1 Other preference(s) (list below)

Welfare-to-work Participants

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)
- Date and time of application
- Drawing (lottery) or other random choice technique
5. If the PHA plans to employ preferences for “residents who live and/or work in the jurisdiction” (select one)
- This preference has previously been reviewed and approved by HUD
- The PHA requests approval for this preference through this PHA Plan
6. Relationship of preferences to income targeting requirements: (select one)
- The PHA applies preferences within income tiers
- Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Section 8 Assistance Programs

- a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)
- The Section 8 Administrative Plan
- Briefing sessions and written materials
- Other (list below)
Family Handbooks
- b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?
- Through published notices
- Other (list below)
Targeted notices to community supportive services organizations

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

(1) Income Based Rent Policies

Describe the PHA’s income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

- a. Use of discretionary policies: (select one)

- The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the highest of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

- The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)

- \$0
 \$1-\$25
 \$26-\$50

2. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below:

A hardship exists in the following circumstances:

- a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;
- b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
- c. When the income of the family has decreased because of changed circumstances, including loss of employment;
- d. When the family has an increase in expenses because of changed circumstance, for medical costs, childcare, transportation, education, or similar items;
- e. When a death has occurred in the family.

c. Rents set at less than 30% than adjusted income

1. Yes No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below: Flat Rents are a tenants option. See Attachment I – Flat Rent Analysis.

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

For the earned income of a previously unemployed household member

For increases in earned income

Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

Fixed percentage (other than general rent-setting policy)

If yes, state percentage/s and circumstances below:

For household heads

For other family members

For transportation expenses

For the non-reimbursed medical expenses of non-disabled or non-elderly families

Other (describe below)

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (select one)

Yes for all developments

Yes but only for some developments

No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

For all developments

For all general occupancy developments (not elderly or disabled or elderly only)

For specified general occupancy developments

For certain parts of developments; e.g., the high-rise portion

For certain size units; e.g., larger bedroom sizes

Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

Market comparability study

- Fair market rents (FMR)
- 95th percentile rents
- 75 percent of operating costs
- 100 percent of operating costs for general occupancy (family) developments
- Operating costs plus debt service
- The "rental value" of the unit
- Other (list below)

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

- Never
- At family option
- Any time the family experiences an income increase
- Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____
- Other (list below)
At any time there is a decrease in income.

g. Yes No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

(2) Flat Rents

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)

- The section 8 rent reasonableness study of comparable housing
- Survey of rents listed in local newspaper
- Survey of similar unassisted units in the neighborhood
- Other (list/describe below)
Rent reasonableness study of comparable housing, conducted by an independent contractor, in addition to the Section 8 study

B. Section 8 Tenant-Based Assistance

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Payment Standards

Describe the voucher payment standards and policies.

a. What is the PHA's payment standard? (select the category that best describes your standard)

- At or above 90% but below 100% of FMR
- 100% of FMR
- Above 100% but at or below 110% of FMR
- Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)

- FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
- The PHA has chosen to serve additional families by lowering the payment standard
- Reflects market or sub market
- Other (list below)

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)

- FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
- Reflects market or sub market
- To increase housing options for families
- Other (list below)

d. How often are payment standards reevaluated for adequacy? (select one)

- Annually
- Other (list below)
Will be reviewed less than annually, if market conditions indicate changes in market rents.

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)

- Success rates of assisted families
- Rent burdens of assisted families
- Other: (list below) Market rent in community, FMR comparison to market rent

(2) Minimum Rent

a. What amount best reflects the PHA's minimum rent? (select one)

- \$0
- \$1-\$25
- \$26-\$50

b. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)

A hardship exists in the following circumstances:

- a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;
- b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
- c. When the income of the family has decreased because of changed circumstances, including loss of employment;
- d. When the family has an increase in expenses because of changed circumstance, for medical costs, childcare, transportation, education, or similar items;
- e. When a death has occurred in the family.

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

A. PHA Management Structure

Describe the PHA’s management structure and organization.

(select one)

- An organization chart showing the PHA’s management structure and organization is attached. See Attachment II – Organizational Chart.
- A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use “NA” to indicate that the PHA does not operate any of the programs listed below.)

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	6451	600
Section 8 Vouchers	7379	276
Section 8 Certificates	0	
Section 8 Mod Rehab	1163	
Special Purpose Section 8 Certificates/Vouchers (list individually)		

• Homeless/Robert Wood Johnson	130	
• Aftercare Program	195	
• Earthquake Victims	291	
• Geneva Towers Relocation	321	
• Mainstream Program	75	
• 1915 (C) Program	54	
• Veterans Affairs Supportive Housing (VASH)	54	
• HOPE VI Relocation/Replacement	31	
• Conventional Public Housing Priority Transfers	412	
• Preservation Vouchers	6	
Public Housing Drug Elimination Program (PHDEP)	N/A	

Other Federal Programs(list individually)		
New Construction	477	
Substantial Rehab	230	
AFL-CIO Pension Fund	102	
HOPWA	271	
Shelter Plus Care	400	

C. Management and Maintenance Policies

List the PHA's public housing management and maintenance policy documents, manuals and handbooks that contain the Agency's rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

The San Francisco Housing Authority Preventive Maintenance Program Plan can be found in Attachment III - Preventive Maintenance Schedule. Also Attachment IV, Resident Assessment Subsystem (RASS) includes the follow-up activities.

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub-component 6A.

A. Public Housing

1. Yes No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)
- PHA main administrative office
 - PHA development management offices
 - Other (list below)

B. Section 8 Tenant-Based Assistance

1. Yes No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)
- PHA main administrative office
 - Other (list below)
San Francisco Housing Authority
Section 8 Housing Department
1815 Egbert Avenue
San Francisco, CA 94124

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

Exemptions from Component 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

A. Capital Fund Activities

Exemptions from sub-component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

(1) Capital Fund Program Annual Statement

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template **OR**, at the PHA's option, by completing and attaching a properly updated HUD-52837.

Select one:

The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (Attachment V)

-or-

The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

(2) Optional 5-Year Action Plan

Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template **OR** by completing and attaching a properly updated HUD-52834.

a. Yes No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)

b. If yes to question a, select one:

The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (Attachment V)

-or-

The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)

Applicability of sub-component 7B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

Yes No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)

b-1) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name: **Hayes Valley**
2. Development (project) number: **CAL 1-18 (2)**
3. Status of grant: (select the statement that best describes the current status)
 - Revitalization Plan under development
 - Revitalization Plan submitted, pending approval
 - Revitalization Plan approved
 - Activities pursuant to an approved Revitalization Plan **Completed and Occupied since 1998 (North) & 1999 (South)**

b-2) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name: **Bernal Dwellings**
2. Development (project) number: **CAL 1-5**
3. Status of grant: (select the statement that best describes the current status)
 - Revitalization Plan under development
 - Revitalization Plan submitted, pending approval
 - Revitalization Plan approved
 - Activities pursuant to an approved Revitalization Plan **Completed and Occupied since 2001**

b-3) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name: **Plaza East**
2. Development (project) number: **CAL 1-18 (2)**
3. Status of grant: (select the statement that best describes the current status)
 - Revitalization Plan under development
 - Revitalization Plan submitted, pending approval
 - Revitalization Plan approved
 - Activities pursuant to an approved Revitalization Plan **Completed and Occupied since early 2003**

b-4) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name: **North Beach**
2. Development (project) number: **CAL 1-11**
3. Status of grant: (select the statement that best describes the current status)
 - Revitalization Plan under development
 - Revitalization Plan submitted, pending approval
 - Revitalization Plan approved
 - Activities pursuant to an approved Revitalization Plan **Completed and Occupied in Spring 2005**

b-5) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name: **Valencia Gardens**
2. Development (project) number: **CAL 1-4**
3. Status of grant: (select the statement that best describes the current status)
 - Revitalization Plan under development
 - Revitalization Plan submitted, pending approval
 - Revitalization Plan approved
 - Activities pursuant to an approved Revitalization Plan underway **Activities continuing according to Implementation Plan**

Yes No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?
If yes, list development name/s below: Hunters View

Yes No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?
If yes, list developments or activities below: Hunters View, Alice Griffith, Potrero Terrace, Potrero Annex, Westbrook, Alemany, Hunters Point, Sunnydale, Ping Yuen North, 75-77 Coleridge, 275 Thrift, 101-103 Lundy's Lane and Rosa Parks.

Yes No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?
If yes, list developments or activities below: Hunters View, Alice Griffith, Potrero Terrace, Potrero Annex, Westbrook,

Alemany, Hunters Point, Sunnyside, Ping Yuen North, 75-77 Coleridge, 275 Thrift, 101-103 Lundy's Lane and Rosa Parks

EXISTING HOPE VI

The SFHA's two most recently designated HOPE VI sites, North Beach and Valencia Gardens, along with Hunters View, a HOPE VI applicant possibility, are underutilized sites and provide opportunities for the development of apartments and homeownership opportunities for working families while improving distressed public housing. At the two awarded sites, the plans allowed us to reclaim and repair the blighted and abandoned sites within the existing vibrant neighborhoods with modernization, new construction and in-fill development. North Beach and Valencia Gardens have been reconfigured and comprehensively revitalized in order to maintain the same 475 apartments for public housing residents while introducing an additional 126 affordable housing units. North Beach opened in Spring 2005 and Valencia Gardens opens in Summer 2006. As previously mentioned, the Section 8 Project Based Voucher (PBV) Program will be used in conjunction with HOPE VI revitalization efforts. North Beach has been approved for 118 units assisted under the Section 8 PBV Program. This strategy creates both income diversity and addresses the acute shortage of housing for moderate-income households in San Francisco. Additionally, North Beach, surrounded by a thriving commercial district, offers unique economic opportunities with a new Trader Joe's grocery store as part of the development. Finally, PBV assistance (80 units) has been made available at Valencia Gardens as well.

SITES PROPOSED FOR REVITALIZATION

The following sites are severely distressed and require comprehensive revitalization. Over \$200 million in Comprehensive Grant Program funds would be needed for capital improvement needs if funding through HOPE VI and leveraged financing is not made available.

Funding status for these projects are projections of proposed funding only. The resources available from tax credits, federal grants and local funds will constrain the time frame for carrying out the revitalization activities listed here, probably requiring 10-20 years at currently anticipated levels to complete, even if other resources are available.

Ping Yuen North CAL 1-18(6)

Add six units of public housing at the top floor of this building in the location of the former laundry room on the top floor of the building (now replaced at another more ADA accessible location at the site). This will not affect the existing 194 units, but will add six more units of public housing units to the site for a total of 200 units. The six units are proposed to be for senior and physically disabled residents on the Authority's waiting list. The primary funding source for the construction is HUD

Replacement Housing Factor (RHF) \$524,044 funds with \$403,009 of leveraged funds.

Although the use of the RHF funds does not require “substantial leverage” for the first five-year increments, the Authority is proposing to leverage an amount of non-public housing funds that is greater than one-third of the total RHF funds. One-third of \$524,044 is approximately \$175,000. Leverage will be accomplished with \$203,277 of funds from the Mayor’s Office of Housing (MOH) and an estimated \$199,732 from the proceeds of the disposition of a two-unit vacant dilapidated scattered site property located at 77 Coleridge Street, for which HUD disposition approval is pending.

<u>Fund</u>	<u>Amount</u>
Proposed Federal sources of funds	
• RHF	\$524,044
• MOH CDBG Funding	\$203,277
Proposed Non-Federal Funds	
• Proceeds from 77 Coleridge Sale	\$199,732
TOTAL	\$927,053

Rosa Parks CAL 1-18(5)

The San Francisco Redevelopment Agency (SFRA) recently increased the density of the Western addition District where the Rosa Parks Senior Housing Development (CAL 1-18(5)) is located on their Redevelopment Plan. The Authority wishes to build up to 100 units at this very low-density site with substantial underutilized land. All units are proposed to be for senior, and physically and developmentally disabled residents on the Authority’s waiting list.

<u>Fund</u>	<u>Amount</u>
Proposed Federal sources of funds	\$ 18,000,000
Proposed Non-Federal funds	\$ 13,085,043
• Tax Exempt Bonds	\$ 4,056,363
• Low Income Housing Tax Credits	\$ 3,925,512
• Grants/Sweat Equity (Habitat Home)	\$ N/A
• Private Mortgage	\$ 3,271,260
• Local	\$ 1,439,354
• PHA	\$ 392,551

Hunters View CAL 1-18(3)

Demolish and rebuild the site with a total of up to 600 mixed income units – 346 rental apartments (267 public housing and 237 tax credit) and 96 for sale homes. All 267 public housing units will be replaced and 333 new housing units will be added.

- 267 public housing rental (237 family and 30 senior)
- 62 senior apartments
- 175 market rate rental units
- 96 first-time homeowner units (50 at 40% to 60% median income, 46 at 60% to 80% median income) All 267 public housing units will be replaced and 333 new units will be added.

Proposed Federal sources of funds	\$35,000,000
Proposed Non-Federal funds	\$71,649,444
• Tax Exempt Bonds	\$ 670,338
• Low Income Housing Tax Credits	\$38,274,396
• Grants/Sweat Equity (Habitat Home)	\$ 9,975,332
• Private Mortgage	\$18,567,099
• Local	\$ 2,979,259
• PHA	\$ 1,183,020

Alice Griffith

Demolish and rebuild the site with a total of 406 mixed income units – 351 rental apartments (256 public housing and 95 tax credit) and 55 for sale homes. All 256 public housing units will be replaced and 150 new housing units will be added.

Proposed Federal sources of funds	\$35,000,000
Proposed Non-Federal funds	\$91,532,880
• Tax Exempt Bonds	\$24,999,975
• Low Income Housing Tax Credits	\$27,273,051
• Grants/Sweat Equity (Habitat Home)	\$ 9,418,420
• Private Mortgage	\$19,648,050
• Local	\$ 9,025,000
• PHA	\$ 1,168,384

Hunters Point

Demolish and rebuild the sites with a total of 330 mixed income units – 285 rental apartments (213 public housing and 72 tax credit) and 45 for sale homes. All 213 public housing units will be replaced and 117 new housing units will be added.

Proposed Federal sources of funds	\$29,994,727
Proposed Non-Federal funds	\$75,915,991
• Tax Exempt Bonds	\$20,908,170
• Low Income Housing Tax Credits	\$27,204,477
• Grants/Sweat Equity (Habitat Home)	\$ 7,937,159
• Private Mortgage	\$15,785,243
• Local	\$ 3,079,646
• PHA	\$ 1,001,296

Westbrook

Demolish and rebuild the site with a total of 376 mixed income units – 316 rental apartments (226 public housing and 90 tax credit) and 60 for sale homes. All 226 public housing units will be replaced and 150 new housing units will be added.

Proposed Federal sources of funds	\$35,000,000
Proposed Non-Federal funds	\$88,634,468
• Tax Exempt Bonds	\$23,877,908
• Low Income Housing Tax Credits	\$23,110,698
• Grants/Sweat Equity (Habitat Home)	\$10,900,320
• Private Mortgage	\$20,844,750
• Local	\$ 8,806,500
• PHA	\$ 1,094,292

Sunnydale

Substantially rehabilitate 618 units (700 less 82 completed), demolish 67 units and add infill housing for a total of 960 mixed income housing units – 816 rental apartments (767 public housing and 49 tax credit) and 144 for sale homes.

Proposed Federal sources of funds	\$ 35,000,000
Proposed Non-Federal funds	\$120,086,110
• Tax Exempt Bonds	\$ 31,275,000
• Low Income Housing Tax Credits	\$ 26,221,937
• Grants/Sweat Equity (Habitat Home)	\$ 71,070,000
• Private Mortgage	\$ 27,623,125
• Local	\$ 4,938,514
• PHA	\$ 3,081,966

Potrero Terrace

Substantially rehabilitate all existing units and add new housing for a total of 619 mixed income units – rental apartments (469 public housing and 93 tax credit) and 57 for sale homes. All 469 public housing units will be rehabilitated and 150 new housing units will be added.

Proposed Federal sources of funds	\$34,807,024
Proposed Non-Federal funds	\$87,261,328
• Tax Exempt Bonds	\$27,142,352
• Low Income Housing Tax Credits	\$14,956,441
• Grants/Sweat Equity (Habitat Home)	\$10,985,952
• Private Mortgage	\$22,113,000
• Local	\$ 9,654,330
• PHA	\$ 2,409,253

Potrero Annex

Substantially rehabilitate all existing units (159) and add new housing for a total of 214 mixed-income units --- rental apartments (159 public housing and 55 tax credit).

<u>Fund</u>	<u>Amount</u>
Proposed Federal Sources of Funds	\$ 11,800,249
Proposed Non-Federal funds	\$ 29,583,264
• Tax Exempt Bonds	\$ 9,170,811
• Low Income Housing Tax Credits	\$ 5,029,154
• Grants/Sweat Equity (Habitat Home)	\$ 3,845,824
• Private Mortgage	\$ 7,395,816
• Local	\$ 3,254,159
• PHA	\$ 887,497

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

Applicability of component 8: Section 8 only PHAs are not required to complete this section.

1. Yes No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If “No”, skip to component 9; if “yes”, complete one activity description for each development.)

2. Activity Description

Yes No: Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 9. If “No”, complete the Activity Description table below.)

Demolition/Disposition Activity Description	
1a. Development name:	75-77 Coleridge
1b. Development (project) number:	CAL 1-30B
2. Activity type:	Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one)	Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/> , pending environmental assessment
4. Date application approved, submitted, or planned for submission:	April 18, 2005
5. Number of units affected:	2
6. Coverage of action (select one)	<input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development, disposition of site submitted to SAC April 18, 2005
7. Timeline for activity:	a. Actual or projected start date of activity: June 2005 b. Projected end date of activity: December 2005

Demolition/Disposition Activity Description	
1a. Development name:	Rosa Parks
1b. Development (project) number:	CAL1-18 (5)
2. Activity type:	Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/> (Portion of site)
3. Application status (select one)	Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/> , once design, financing and schedule have been identified
4. Date application approved, submitted, or planned for submission:	December 2005
5. Number of units affected:	0
6. Coverage of action (select one)	<input checked="" type="checkbox"/> Part of the development (vacant portion of site) rebuild senior center, existing building capital improvements and build 100 senior housing units <input type="checkbox"/> Total development
7. Timeline for activity:	a. Actual or projected start date of activity: June 2005 b. Projected end date of activity: September 2008

Demolition/Disposition Activity Description	
1a. Development name: Hunters View	
1b. Development (project) number: CAL 1-18 (3)	
2. Activity type: Demolition <input checked="" type="checkbox"/>	
Disposition <input checked="" type="checkbox"/>	
3. Application status (select one)	
Approved <input type="checkbox"/>	
Submitted, pending approval <input type="checkbox"/>	
Planned application <input checked="" type="checkbox"/>	
4. Date application approved, submitted, or planned for submission: June 2006	
5. Number of units affected: 267	
6. Coverage of action (select one)	
<input type="checkbox"/> Part of the development	
<input checked="" type="checkbox"/> Total development, one-for-one replacement of public housing units and affordable homeownership units	
7. Timeline for activity:	
a. Actual or projected start date of activity: August 2005	
b. Projected end date of activity: December 2010	

Demolition/Disposition Activity Description	
1a. Development name: 101 & 103 Lundy's Lane	
1b. Development (project) number: CAL 1-30C	
2. Activity type: Demolition <input type="checkbox"/>	
Disposition <input checked="" type="checkbox"/>	
3. Application status (select one)	
Approved <input type="checkbox"/>	
Submitted, pending approval <input type="checkbox"/>	
Planned application <input checked="" type="checkbox"/>	
4. Date application approved, submitted, or planned for submission: September 2006	
5. Number of units affected: 2	
6. Coverage of action (select one)	
<input type="checkbox"/> Part of the development	
<input checked="" type="checkbox"/> Total development (Possible Disposition of Site)	
7. Timeline for activity:	
a. Actual or projected start date of activity: November 2006	
b. Projected end date of activity: January 2007	

Demolition/Disposition Activity Description	
1a. Development name:	275 Thrift Street
1b. Development (project) number:	CAL 1-33
2. Activity type:	Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one)	Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission:	September 2006
5. Number of units affected:	1
6. Coverage of action (select one)	<input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development --- (Possible Disposition of Site)
7. Timeline for activity:	a. Actual or projected start date of activity: November 2006 b. Projected end date of activity: January 2007

Demolition/Disposition Activity Description	
1a. Development name:	Alice Griffith
1b. Development (project) number:	CAL 1-18 (4)
2. Activity type:	Demolition <input checked="" type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one)	Approved <input type="checkbox"/> <input checked="" type="checkbox"/> A. Portion of Site (Submitted, pending approval) Vacant land used as a parking lot, Disposition Application submitted to SAC, Approved <input checked="" type="checkbox"/> B. Planned application for built site
4. Date application approved, submitted, or planned for submission:	September 2006
5. Number of units affected:	256
6. Coverage of action (select one)	<input checked="" type="checkbox"/> A. Part of the development on vacant land for homeownership <input checked="" type="checkbox"/> B. Total development, replacement of one-for-one public housing and new affordable housing units
7. Timeline for activity:	A. Vacant Land, Application Approved a. Actual or projected start date of activity: September 2005 b. Projected end date of activity: December 2008 B. Built Site (rebuild one on one and add existing units) a. Actual or projected start date of activity: September 2006 b. Projected end date of activity: December 2010

Demolition/Disposition Activity Description	
1a. Development name:	Hunters Point
1b. Development (project) number:	CAL 1-17 (A) (West); CAL 1-17 B (East)
2. Activity type:	Demolition <input checked="" type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one)	Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission:	September 2007
5. Number of units affected:	213
6. Coverage of action (select one)	<input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity:	a. Actual or projected start date of activity: December 2007 b. Projected end date of activity: December 2011

Demolition/Disposition Activity Description	
1a. Development name:	Westbrook
1b. Development (project) number:	CAL 1-9
2. Activity type:	Demolition <input checked="" type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one)	Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission:	September 2008
5. Number of units affected:	226
6. Coverage of action (select one)	<input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity:	a. Actual or projected start date of activity: December 2008 b. Projected end date of activity: December 2011

Demolition/Disposition Activity Description	
1a. Development name: Westside Courts	
1b. Development (project) number: CAL 1-8	
2. Activity type: Demolition <input checked="" type="checkbox"/>	
Disposition <input checked="" type="checkbox"/>	
3. Application status (select one)	
Approved <input type="checkbox"/>	
Submitted, pending approval <input type="checkbox"/>	
Planned application <input checked="" type="checkbox"/>	
4. Date application approved, submitted, or planned for submission: September 2009	
5. Number of units affected: 137	
6. Coverage of action (select one)	
<input type="checkbox"/> Part of the development	
<input checked="" type="checkbox"/> Total development	
7. Timeline for activity:	
a. Actual or projected start date of activity: December 2009	
b. Projected end date of activity: December 2012	

Demolition/Disposition Activity Description	
1a. Development name: Sunnysdale	
1b. Development (project) number: CAL 1-3	
2. Activity type: Demolition <input checked="" type="checkbox"/> 30 units	
Disposition <input checked="" type="checkbox"/> Portion of Site	
3. Application status (select one)	
Approved <input type="checkbox"/>	
Submitted, pending approval <input type="checkbox"/>	
Planned application <input checked="" type="checkbox"/>	
4. Date application approved, submitted, or planned for submission: September 2010	
5. Number of units affected: 30	
6. Coverage of action (select one)	
<input checked="" type="checkbox"/> Part of the development	
<input type="checkbox"/> Total development	
7. Timeline for activity:	
a. Actual or projected start date of activity: December 2010	
b. Projected end date of activity: December 2013	

Demolition/Disposition Activity Description	
1a. Development name: Potrero Terrace	
1b. Development (project) number: CAL 1-2	
2. Activity type: Demolition <input type="checkbox"/>	
Disposition <input checked="" type="checkbox"/> Portion of Site	
3. Application status (select one)	
Approved <input type="checkbox"/>	
Submitted, pending approval <input type="checkbox"/>	
Planned application <input checked="" type="checkbox"/>	
4. Date application approved, submitted, or planned for submission: June 2011	
5. Number of units affected: 0	
6. Coverage of action (select one)	
<input checked="" type="checkbox"/> Part of the development (portion of site)	
<input type="checkbox"/> Total development	
7. Timeline for activity:	
a. Actual or projected start date of activity: December 2011	
b. Projected end date of activity: December 2012	

Demolition/Disposition Activity Description	
1a. Development name: Potrero Annex	
1b. Development (project) number: CAL 1-8	
2. Activity type: Demolition <input checked="" type="checkbox"/>	
Disposition <input checked="" type="checkbox"/> Portion of Site	
3. Application status (select one)	
Approved <input type="checkbox"/>	
Submitted, pending approval <input type="checkbox"/>	
Planned application <input checked="" type="checkbox"/>	
4. Date application approved, submitted, or planned for submission: June 2012	
5. Number of units affected: 0	
6. Coverage of action (select one)	
<input checked="" type="checkbox"/> Part of the development (portion of site)	
<input type="checkbox"/> Total development	
7. Timeline for activity:	
a. Actual or projected start date of activity: December 2011	
b. Projected end date of activity: December 2012	

Demolition/Disposition Activity Description	
1a. Development name:	Woodside Gardens
1b. Development (project) number:	CAL 1-18 (10)
2. Activity type:	Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/> Portion of Site
3. Application status (select one)	Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission:	June 2011
5. Number of units affected:	0
6. Coverage of action (select one)	<input checked="" type="checkbox"/> Part of the development (portion of site) <input type="checkbox"/> Total development
7. Timeline for activity:	a. Actual or projected start date of activity: September 2011 b. Projected end date of activity: December 2015

Demolition/Disposition Activity Description	
1a. Development name:	951 Eddy Street
1b. Development (project) number:	CAL 1-39B
2. Activity type:	Demolition <input type="checkbox"/> Rescind Demolition Application and HOPE VI Demolition Grant CA 39VDR0011196. Building was rehabilitated to current SF building codes and reoccupied in July 2000. Disposition <input type="checkbox"/>
3. Application status (select one)	Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission:	N/A
5. Number of units affected:	24
6. Coverage of action (select one)	<input type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity:	a. Actual or projected start date of activity: September 2004 b. Projected end date of activity: December 2005

DEMOLITION AND DISPOSITION

As part of the Physical Needs Assessment conducted by SFHA on June 15, 2002, inspections were conducted at 42 of SFHA's public housing communities. Only developments recently developed or currently funded for a complete revitalization were omitted from this review. This review identified a backlog of immediate physical needs totaling \$195,000,000.

With a Capital Fund allocation of less than \$16,000,000 each year, SFHA will never be able to fully address these needs through the Capital Fund Program alone. In addition, the extent of the physical problems and the inappropriateness of existing site plans and building designs at many SFHA developments would make extensive repairs at these communities and ineffective long-term strategy.

Nevertheless, SFHA is committed to preserve every deteriorated low-income unit it manages, either through rehabilitation or replacement. SFHA has established an agency goal of pursuing every opportunity to increase the reconstruction of such units in San Francisco. The serious shortage of affordable housing opportunities within the City mandates that the number of very low-income units not be reduced (City and County of San Francisco Consolidated Plan). Consequently, in July 2003, Authority staff released a HUD-approved Request for Qualifications (RFQ) to determine community interest in improving these properties with non-SFHA funds.

Strategies:

#1 The subject Physical Needs Assessment identifies site priorities to aggressively pursue redevelopment opportunities. Based on their blight and capital improvements needs, four of these communities, Hunters View, Westbrook, Hunters Point A and Alice Griffith are the most distressed communities that could possibly benefit from this transformation. The prioritization and revitalization of these communities has also been a City priority through the San Francisco Redevelopment Agency's plans for the area.

#2 The subject Physical Needs Assessment identifies secondary site priorities to aggressively pursue preservation, modernization and possibly in-fill housing. Based on their location, recent improvements, readiness to improve due to available open space, zoning or planning process, four of these communities, Alemany, JFK Towers, Rosa Parks and Woodside Gardens are the top choices that could possibly benefit from this transformation.

#3 Finally, the subject Physical Needs Assessment identifies disposition of certain sites to aggressively pursue investment capital for either other development ventures or Capital Improvement priorities. Based on their location, recent improvements and readiness to vacate the properties, the following three communities, 75-77 Coleridge, 101-103 Lundy's Lane and 275 Thrift are the choices for immediate disposition.

As identified in the RFQ, a Resident and a Neighborhood representative have been identified for the evaluation panel, along with a site advisory team to engage in the pre-development process with the prospective development team, once selected by the SFHA Commission to enter into exclusive negotiations.

This comprehensive revitalization is planned for the needs assessment's old poorly configured sites with deteriorated structures and fundamental building construction and design problems. Additionally, disposition under ground lease agreements is planned for portions of low-density sites where development of additional public housing, affordable housing, and homeownership housing is feasible. In recent applications for demolition and disposition of five (5) HOPE VI public housing sites with 1,253 units were approved. During the next five years, several applications for disposition and/or demolition are planned involving approximately 2,862 existing public housing units with the potential for construction of 2,486 replacement public housing units and approximately 1,800 rental and homeownership housing units.

HUD CAL#	DEVELOPMENT NAME	ADDRESS	TYPE	NUMBER OF BEDROOMS							TOTAL UNITS	YEAR BUILT
				0	1	2	3	4	5	6		
1-2	Potrero Terrace	1095 Connecticut St.	F	0	27	387	55	0	0	0	469	'41
1-3	Sunnydale	1654 Sunnydale Ave.	F	0	71	531	150	15	0	0	767	'41
1-8	Westside Courts	2501 Sutter St.	F	0	84	24	20	8	0	0	136	'43
1-9	Westbrook Apartments	90 Kiska Road	F	0	4	60	116	33	12	0	225	'56
1-10	Potrero Annex	3 Turner Terrace	F	0	13	46	55	18	5	0	137	'55/'80
1-15	Ping Yuen	795 Pacific Ave.	F	0	46	92	75	21	0	0	234	'52
1-16	Alemanly	938 Ellsworth St.	F	0	13	96	48	0	0	0	157	'55/'90
1-17A	Hunters Point (A) UW	Oakdale at Griffith	F	0	0	20	6	4	0	0	30	'53/'78
1-17A	Hunters Point (A) LW	Palou at Griffith	F	0	13	58	16	6	9	1	103	'53/'83
1-17A	Hunters Point (A) East	Kirkwood at Earl	F	0	4	44	13	19	0	0	80	'53/'83
1-18(1)	JFK Towers	2451 Sacramento St.	S	76	21	1	0	0	0	0	98	'66
1-18(3)	Hunters View	112 Middle Point	F	0	4	75	112	68	8	0	267	'56
1-18(4)	Alice Griffith	207 Cameron Way	F	0	8	128	24	78	16	0	254	'62/'80
1-18(5)	Rosa Parks Apartments	1251 Turk St.	S	19	100	77	0	2	0	0	198	'61/'85
1-18(6)	Ping Yuen North	840 Pacific Ave.	F	44	31	99	20	0	0	0	194	'61
1-18(7)	Velasco	602-642 Velasco Ave.	F	5	8	5	0	0	0	0	18	'62
1-18(10)	Woodside Gardens	255 Woodside Ave.	S	87	22	1	0	0	0	0	110	'68

The Authority is now implementing some of these proposed plans based on timing, funding opportunities and residents and community advisory groups feedback.

COLERIDGE – proposed disposition/ sale of two (2) public housing units to provide improvements at other sites

The Authority has submitted an application for the disposition of one of its smallest properties due to their overall dilapidation and high ongoing maintenance costs associated with scattered sites. We are considering this action in order to provide the revenue from the property that could be used for improvements at many of our public housing developments where the Authority has a backlog of immediate physical needs. This is a vacant two unit property located at 75-77 Coleridge Street (CAL 1-30B), is severely deteriorated, and would need substantial capital improvements to be habitable.

PING YUEN NORTH – partially funded infill/ addition of six (6) public housing units on the top floor of the building

The Authority intends to use the net proceeds of the disposition of the Coleridge Property as leveraged funds for development of additional public housing and for other public housing purposes. The first project that is envisioned is the construction of six (6) new units at Ping Yuen North. In order to fully fund this project, the Authority will use \$524,044 in U.S. Department of Housing and Urban Development (“HUD”) Replacement Housing Factor funds that may only be used to construct new public housing and require leverage from other funding sources, which may include the disposition of public housing property. This funding must be used by September 16, 2005. The additional funding required will be met by \$203,277 awarded by the Mayor’s Office of Housing to build these public housing units at Ping Yuen North.

ROSA PARKS PHASE 2 – proposed infill/ addition of up to 100 subsidized housing units in underutilized land

Rosa Parks was identified as a great opportunity to add subsidized units in underutilized portions site. The Code of Federal Regulations states that with the development of public housing units using mixed-finance development methods, “the PHA may select a partner using competitive proposal procedures for qualifications-based procurement (subject to negotiation of fair and reasonable compensation, including Total Development Cost and other applicable cost limitations”. Therefore, the team of Citizens Housing Corporation, Tabernacle Community Development Corporation and their partners, has been approved by residents, and the Commission has given the Executive Director the authorization to begin negotiations, identify funding opportunities, and work with the residents and the community on a viable design.

HOPE VI SAN FRANCISCO – proposed Hunters View revitalization, up to 600 public, subsidized, and homeownership units

Mayor Gavin Newson has proposed a HOPE VI-like approach to revitalizing particular inner city areas. Hunters View is considered to be one of the most severely distressed of the Authority's housing developments. As a gateway to the Bayview Hunters Point neighborhood and the Hunters Point Shipyard, this site has tremendous potential for revitalization that will provide a safe and healthy environment for public housing residents and households with a mix of incomes. As part of the Authority's RFQ mentioned above, the development team of (1) Ridgepoint Non-Profit Housing Corporation, The John Stewart Company, and Devine & Gong, Inc., expressed interest in the comprehensive revitalization of Hunters View, and (2) Habitat for Humanity SF expressed interest in the construction of several homes for first-time homebuyers on a portion of the Hunters View site, both affordable and sweat-equity homeownership housing. The selection process is currently underway.

OTHER REVITALIZATION EFFORTS

Although the U.S. Congress has not approved HOPE VI funding for the last two years, the Authority continues to identify creative, feasible and much need approaches to build additional public and affordable housing. In cooperation with the San Francisco Redevelopment Agency, the Mayor's Office of Housing and the for- and non-profit sector developers, many new projects are in the pipeline.

Through partnerships with locally-based developers, the Authority added 13 Section 8 project-based apartments at Bernal Gateway in 2003 and is completing 85 Section 202 apartments for seniors at the Clementina Towers site by July 2005. The Authority plans to develop additional replacement public housing through disposition by ground lease of a portion of low-density public housing sites and on non-public housing sites in partnership with other housing developers at the sites mentioned in the table above.

SFHA is fully committed to follow the U.S. Department of Housing and Urban Development's (HUD's) Strategic Plan for fiscal years (FYs) 2003-2008. The Strategic Plan describes HUD's newly realigned strategic goals and objectives for the next six years and its plan of action for achieving these objectives and measuring results. SFHA's 2005-2009 PHA Plan, to be submitted to HUD shortly, and the City and County of San Francisco's 2005-2009 Consolidated Plan, also in preparation, fully focus and parallel HUD's activities to expand homeownership counseling and development opportunities for everyone, including minorities and low-income families.

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities

[24 CFR Part 903.7 9 (i)]

Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

1. Yes No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If “No”, skip to component 10. If “yes”, complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 10. If “No”, complete the Activity Description table below.

Designation of Public Housing Activity Description
1a. Development name: 1b. Development (project) number:
2. Designation type: Occupancy by only the elderly <input type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA’s Designation Plan <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: (DD/MM/YY)
5. If approved, will this designation constitute a (select one) <input type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 7. Coverage of action (select one) <input type="checkbox"/> Part of the development

Total development

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act

1. Yes No: Have any of the PHA’s developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? (If “No”, skip to component 11; if “yes”, complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

2. Activity Description
 Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 11. If “No”, complete the Activity Description table below.

Conversion of Public Housing Activity Description	
1a. Development name:	
1b. Development (project) number:	
2. What is the status of the required assessment?	<input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input type="checkbox"/> Other (explain below)
3. <input type="checkbox"/> Yes <input type="checkbox"/> No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)	
4. Status of Conversion Plan (select the statement that best describes the current status)	<input type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> Activities pursuant to HUD-approved Conversion Plan underway
5. Description of how requirements of Section 202 are being satisfied by means other	

than conversion (select one)

- Units addressed in a pending or approved demolition application (date submitted or approved: _____)
- Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved: _____)
- Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved: _____)
- Requirements no longer applicable: vacancy rates are less than 10 percent
- Requirements no longer applicable: site now has less than 300 units
- Other: (describe below)

B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937

C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

1. Yes No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If “No”, skip to component 11B; if “yes”, complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description

- Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 12. If “No”, complete the Activity Description table below.)

Public Housing Homeownership Activity Description (Complete one for each development affected)	
1a. Development name:	
1b. Development (project) number:	
2. Federal Program authority:	<input type="checkbox"/> HOPE I <input type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one)	<input type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY)	
5. Number of units affected:	
6. Coverage of action: (select one)	<input type="checkbox"/> Part of the development <input type="checkbox"/> Total development

B. Section 8 Tenant Based Assistance

1. Yes No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If "No", skip to component 12; if "yes", describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. **High performing PHAs** may skip to component 12.)

2. Program Description: The SFHA plans to administer a Section 8 Homeownership Program pursuant to 24 CFR 982. The Section 8 Department continues to develop partnership with lenders and community-based organizations.

a. Size of Program

Yes No: Will the PHA limit the number of families participating in the section 8 homeownership option?

If the answer to the question above was yes, which statement best describes the number of participants? (select one)

- 25 or fewer participants
 26 - 50 participants
 51 to 100 participants
 more than 100 participants

b. PHA-established eligibility criteria

Yes No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?

If yes, list criteria below:

- (1) Participation in the FSS Program; and
- (2) Two-year minimum work history or other financial institution requirement

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

Yes No: Has the PHA has entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? 12April1998

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

- Client referrals
- Information sharing regarding mutual clients (for rent determinations and otherwise)
- Coordinate the provision of specific social and self-sufficiency services and programs to eligible families
- Jointly administer programs
- Partner to administer a HUD Welfare-to-Work voucher program
- Joint administration of other demonstration program
- Other (describe)

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (select all that apply)

- Public housing rent determination policies
- Public housing admissions policies
- Section 8 admissions policies
- Preference in admission to section 8 for certain public housing families
- Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
- Preference/eligibility for public housing homeownership option participation
- Preference/eligibility for section 8 homeownership option participation
- Other policies (list below)

b. Economic and Social self-sufficiency programs

- Yes No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If “yes”, complete the following table; if “no” skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use.)

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
<u>Family Learning Centers</u>				
Bernal Dwellings	30	Residents of Development	Development Office	Public Housing
Alemany	30	Residents of Development	Development Office	Public Housing
Sunnydale	30	Residents of Development	Development Office	Public Housing

Hayes Valley	30	Residents of Development	Development Office	Public Housing
Ping Yuen	30	Residents of Development	Development Office	Public Housing
Rosa Parks	30	Residents of Development	Development Office	Public Housing
Plaza East	30	Residents of Development	Development Office	Public Housing
North Beach	30	Residents of Development	Development Office	Public Housing
Hunters View	30	Residents of Development	Development Office	Public Housing

Services and Programs				
<u>Other Programs</u>	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
<i>Pop Warner Football</i> Sunnydale and Hunters Point Development	50	Specific Criteria	Development Office	Public Housing
<i>Operation Dream</i> (Police/Youth Program) All Family Developments	200	Specific Criteria	S.F. Police Department	Public Housing
<i>Girls 2000</i> (Girls Self-Esteem Program) Hunters Point Development	15	Residents of Development	Development Office	Public Housing
Sunnydale Teen Center (Recreation, Job Training, Computer Learning) <i>Sunnydale Development</i>	75	Residents of Development	Development Office	Public Housing
Education & Career Development	203	All Participants	FSS Program Office	Section 8
Career Clothing			FSS Program Office	Section 8
Monthly Workshops			FSS Program Office	Section 8
				All Section 8 services are provided at the FSS Program Office at 1815 Egbert Avenue, S.F, CA 94124

(2) Family Self Sufficiency program(s)

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2000 Estimate)	Actual Number of Participants (As of: 01/04/04)
Public Housing	0	0
Section 8	303	203

- b. Yes No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?
If no, list steps the PHA will take below:

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)
- Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
 - Informing residents of new policy on admission and reexamination
 - Actively notifying residents of new policy at times in addition to admission and reexamination.
 - Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
 - Establishing a protocol for exchange of information with all appropriate TANF agencies
 - Other: (list below)

D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937

1. The SFHA has mailed the Community Service Requirement (CSR) announcement to all households.
2. The SFHA mailed the CSR announcement to every tenant association.
3. The SFHA has made staff available to explain the CSR.
4. The SFHA has compiled a list of agencies where residents can perform community service work.
5. The CSR has been added to the annual re-certification process.

See Attachments IX & X for further Community Service Documents.

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

A. Need for measures to ensure the safety of public housing residents

1. Describe the need for measures to ensure the safety of public housing residents

(select all that apply)

- High incidence of violent and/or drug-related crime in some or all of the PHA's developments
- High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
- Residents fearful for their safety and/or the safety of their children
- Observed lower-level crime, vandalism and/or graffiti
- People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
- Other (describe below)

2. What information or data did the PHA use to determine the need for PHA actions to improve safety of residents (select all that apply).

- Safety and security survey of residents
- Analysis of crime statistics over time for crimes committed "in and around" public housing authority
- Analysis of cost trends over time for repair of vandalism and removal of graffiti
- Resident reports
- PHA employee reports
- Police reports
- Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- Other (describe below)

2. Which developments are most affected? (list below)

Hunters View, Potrero Terrace/Potrero Annex, Sunnydale, Alice Griffith, Hunters Point, Ping Yuen, Westbrook and Alemany.

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

1. List the crime prevention activities the PHA has undertaken or plans to undertake:

(select all that apply)

- Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
- Crime Prevention Through Environmental Design

- Activities targeted to at-risk youth, adults, or seniors
- Volunteer Resident Patrol/Block Watchers Program
- Other (describe below) Establishment of San Francisco Police Department Substations

2. Which developments are most affected? (list below)

Hunters View, Potrero Terrace/Potrero Annex, Sunnydale, Alice Griffith, Hunters Point, Ping Yuen, Westbrook and Alemany.

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

- Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- Police provide crime data to housing authority staff for analysis and action
- Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
- Police regularly testify in and otherwise support eviction cases
- Police regularly meet with the PHA management and residents
- Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
- Other activities (list below)

2. Which developments are most affected? (list below)

Hunters View, Potrero Terrace/Potrero Annex, Sunnydale, Alice Griffith, Hunters Point, Westbrook, Ping Yuen and Alemany.

D. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2000 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

- Yes No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- Yes No: Has the PHA included the PHDEP Plan for FY 2000 in this PHA Plan?
- Yes No: This PHDEP Plan is an Attachment. (Attachment Filename: ____)

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

For the Pet Policy, see the Section 7, Appendix C - Admissions & Continued Occupancy Policy, attached.

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

For the Civil Rights Policy, see the Section 7, Appendix G - Admissions & Continued Occupancy Policy, attached.

16. Fiscal Audit

[24 CFR Part 803.7 9 (p)]

1. Yes No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))?
(If no, skip to component 17.)
2. Yes No: Was the most recent fiscal audit submitted to HUD?
3. Yes No: Were there any findings as the result of that audit?
4. Yes No: If there were any findings, do any remain unresolved?
If yes, how many unresolved findings remaining? Eight (8)
5. Yes No: Have responses to any unresolved findings been submitted to HUD?
If not, when are they due (state below)?

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

1. Yes No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock, including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?

2. What types of asset management activities will the PHA undertake? (select all that apply)

- Not applicable
- Private management
- Development-based accounting
- Comprehensive stock assessment
- Other: (list below)

3. Yes No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

1. Yes No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?

2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)

- Attached at Attachment VI
- Provided below:

3. In what manner did the PHA address those comments? (select all that apply)

- Considered comments, but determined that no changes to the PHA Plan were necessary.
- The PHA changed portions of the PHA Plan in response to comments
List changes below: Reviewed Resident Surveys and changed Capital Fund Priorities
- Other: (list below):

B. Description of Election process for Residents on the PHA Board

1. Yes No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)

2. Yes No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

3. Description of Resident Election Process

a. Nomination of candidates for place on the ballot: (select all that apply)

- Candidates were nominated by resident and assisted family organizations
- Candidates could be nominated by any adult recipient of PHA assistance
- Self-nomination: Candidates registered with the PHA and requested a place on ballot
- Other: (describe) The Mayor of the City and County of San Francisco selects two (one from a family development and one from a senior/disabled development) public housing residents to sit on the seven-person San Francisco Housing Authority Commission (i.e. PHA Board). See Appendix VII.

b. Eligible candidates: (select one)

- Any recipient of PHA assistance
- Any head of household receiving PHA assistance
- Any adult recipient of PHA assistance
- Any adult member of a resident or assisted family organization
- Other (list)

c. Eligible voters: (select all that apply)

- All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
- Representatives of all PHA resident and assisted family organizations
- Other (list)

(Not Applicable: Only the Mayor of the City and County of San Francisco can select public housing residents to sit on the San Francisco Housing Authority Commission/PHA Board). See Attachment VII.

C. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: (San Francisco, California)
2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

- The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
- The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
- The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)
- Other: (list below)

4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

D. Other Information Required by HUD

Use this section to provide any additional information requested by HUD.

Pursuant to notice PIH 99-51 (HA), the SFHA will use the HUD criteria detailed in Section III (G) of the notice to define “Substantial Deviation” and “Significant Amendment or Modification.” Specifically, a substantial deviation or significant amendment or modification, which requires public notice and comment, will be required if a change is made to the Plan, or any component thereof, related to the following:

- Changes to established Flat Rent amounts;
- Deconcentration of poverty and income mixing in public housing;
- Additions of Non-Emergency work items (items not included in the current Annual Statement or 5-Year Plan) or change in use of replacement reserve funds under the capital fund; or,
- Any change with regards to Demolition or Disposition, Homeownership programs or Conversion activities

Changes made to the Plan, or any component thereof, that do not relate to the above-mentioned issues will not be considered substantial or significant and will not require public notice and comment.

Attachments

Use this section to provide any additional attachments referenced in the Plans.

Optional Attachments:

- Attachment I --- Flat Rent Analysis
- Attachment II --- Organizational Chart
- Attachment III --- Preventive Maintenance Schedule 2005-06
- Attachment IV --- Resident Assessment Subsystem Follow-up
Activities Plan
- Attachment V --- Capital Fund Program Information
- Attachment VI --- Resident Advisory Board Information
- Attachment VII --- PHA Governing Board ---Resident Participation
- Attachment VIII --- Deconcentration Analysis
- Attachments IX & X --- Community Service Documents
- Attachment XI --- Public Housing Lease
- Attachment XII --- Public Housing Utility Schedule Analysis
- Attachment XIII --- Statement of Progress in Meeting 5-Year Plan

Attachment I

Flat Rent Analysis

FLAT RENT ANALYSIS

1/10/03

DEV #	DEVELOPMENT INFORMATION	CEILING RENT	FAIR MARKET RENT	ASSESSED MARKET RENT	FLAT RENT FY03	FLAT RENT FY04
1	HOLLY COURTS					
	1 bedroom	421	1,616	1,000	711	1,000
	2 bedroom	495	2,043	1,350	923	1,350
	3 bedroom	619	2,808	1,750	1,183	1,750
2/8	POINTEG TERRACE/ANNEX					
	1 bedroom	421	1,616	600	511	600
	2 bedroom	495	2,043	1,450	973	1,450
	3 bedroom	619	2,808	1,800	1,210	1,800
	4 bedroom	693	2,965	1,950	1,322	1,950
	5 bedroom	797	3,410	2,100	1,449	2,100
3/48	SUNNYDALE/VFLASCO					
	Studio	347	1,248	900	624	900
	1 bedroom	421	1,616	1,150	786	1,150
	2 bedroom	495	2,043	1,450	973	1,450
	3 bedroom	619	2,808	1,300	1,210	1,800
	4 bedroom	693	2,965	1,950	1,322	1,950
	5 bedroom	797	3,410	2,100	1,449	2,100
6	WESTSIDE COURTS					
	1 bedroom	421	1,616	1,000	711	1,000
	2 bedroom	495	2,043	1,200	848	1,200
	3 bedroom	619	2,808	1,500	1,090	1,500
	4 bedroom	693	2,965	2,000	1,347	2,000
7	WESTBROOK APTS.					
	1 bedroom	421	1,616	1,050	756	1,050
	2 bedroom	495	2,043	1,350	923	1,350
	3 bedroom	619	2,808	1,650	1,135	1,650
	4 bedroom	693	2,965	1,800	1,247	1,800
	5 bedroom	797	3,410	1,950	1,374	1,950
10	PING YUEN					
	1 bedroom	421	1,616	1,400	911	1,400
	2 bedroom	495	2,043	1,650	1,073	1,650
	3 bedroom	619	2,808	1,850	1,235	1,850
	4 bedroom	693	2,965	2,000	1,347	2,000
11	ALFMAN					
	1 bedroom	421	1,616	1,200	811	1,200
	2 bedroom	495	2,043	1,600	1,048	1,600
	3 bedroom	619	2,808	2,100	1,360	2,100
	4 bedroom	693	2,965	2,250	1,472	2,250

FLAT RENT ANALYSIS
1/10/03

DEV #	DEVELOPMENT INFORMATION	CENTING RENT	FAIR MARKET RENT	ASSESSED MARKET RENT	FLAT RENT FY03	FLAT RENT FY04
12	HUNTERS POINT WEST					
	1 bedroom	421	1,616	1,050	736	1,050
	2 bedroom	495	2,043	1,350	923	1,350
	3 bedroom	619	2,808	1,650	1,135	1,650
	4 bedroom	693	2,965	1,800	1,247	1,800
	5 bedroom	797	3,410	1,950	1,374	1,950
	6 bedroom	901	3,555	2,100	1,501	2,100
13	HUNTERS POINT EAST					
	1 bedroom	421	1,616	1,050	736	1,050
	2 bedroom	495	2,043	1,350	923	1,350
	3 bedroom	619	2,808	1,650	1,135	1,650
	4 bedroom	693	2,965	1,800	1,247	1,800
15	HUNTERS VIEW					
	1 bedroom	421	1,616	1,050	736	1,050
	2 bedroom	495	2,043	1,350	923	1,350
	3 bedroom	619	2,808	1,650	1,135	1,650
	4 bedroom	693	2,965	1,800	1,247	1,800
	5 bedroom	797	3,410	1,950	1,374	1,950
16	ALICE GRIFLTH					
	1 bedroom	421	1,616	1,100	761	1,100
	2 bedroom	495	2,043	1,400	948	1,400
	3 bedroom	619	2,808	1,750	1,185	1,750
	4 bedroom	693	2,965	1,900	1,297	1,900
	5 bedroom	797	3,410	2,050	1,424	2,050
17	ROSA PARKS					
	studio	347	1,616	850	599	850
	1 bedroom	421	2,043	1,175	798	1,175
	2 bedroom	495	2,808	1,550	1,023	1,550
	3 bedroom	619	2,808	1,938	1,278	1,938
	4 bedroom	693	2,965	2,170	1,432	2,170
18	PLING YUEN NORTH					
	Studio	347	1,248	1,075	711	1,075
	1 bedroom	421	1,616	1,400	911	1,400
	2 bedroom	495	2,043	1,650	1,073	1,650
	3 bedroom	619	2,808	1,850	1,235	1,850
	4 bedroom	693	2,965	2,000	1,347	2,000
20	IFK TOWERS					
	studio	347	1,248	1,000	674	1,000
	1 bedroom	421	1,616	1,300	861	1,300
21	MISSION DELORFS					
	studio	347	1,248	1,150	721	1,150
	1 bedroom	421	1,616	1,400	911	1,400

FLAT RENT ANALYSIS

1/10/03

DEV #	DEVELOPMENT INFORMATION	CEILING RENT	FAIR MARKET RENT	ASSESSED MARKET RENT	FLAT RENT FY03	FLAT RENT FY04
22	WOODSIDE GARDENS					
	studio	347	1,248	1,000	674	1,000
	1 bedroom	421	1,616	1,200	811	1,200
23	990 PACIFIC AVENUE					
	studio	347	1,248	1,075	711	1,075
	1 bedroom	421	1,616	1,600	911	1,400
24	227 BAY STREET					
	studio	347	1,248	1,075	711	1,075
	1 bedroom	421	1,616	1,400	911	1,400
25	350 ELLIS STREET					
	studio	347	1,248	900	624	900
	1 bedroom	421	1,616	1,050	756	1,050
26	THRIFT STREET					
	3 bedrooms	619	2,808	2,100	1,560	2,100
27	18TH/DORLAND					
	studio	347	1,248	1,100	724	1,100
	1 bedroom	421	1,616	1,400	911	1,400
28	162 DUBOCE					
	studio	347	1,248	1,100	724	1,100
	1 bedroom	421	1,616	1,400	911	1,400
29	COLERIDGE					
	3 bedrooms	619	2,808	1,750	1,385	1,750
30	LUNDY LANE					
	4 bedroom	635	2,965	1,950	1,522	1,950
31	320/330 CLEMENTINA					
	studio	347	1,248	850	599	850
	1 bedroom	421	1,616	990	706	990
32	666 ELLIS STREET					
	studio	347	1,248	900	624	900
	1 bedroom	421	1,616	1,050	756	1,050
33	1760 BUSH STREET					
	studio	347	1,248	1,050	699	1,050
	1 bedroom	421	1,616	1,250	856	1,250
	2 bedrooms	495	2,808	1,800	1,148	1,800
34	1880 PINE STREET					
	studio	347	1,248	1,050	699	1,050
	1 bedroom	421	1,616	1,250	856	1,250
	2 bedroom	495	2,045	1,800	1,148	1,800

FLAT RENT ANALYSIS

1/10/03

DEV #	DEVELOPMENT INFORMATION	CEILING RENT	FAIR MARKET RENT	ASSESSED MARKET RENT	FLAT RENT FY03	FLAT RENT FY04
35	4301 NORIEGA					
	2 bedroom	495	2,043	1,800	1,145	1,800
	3 bedroom	619	2,808	2,100	1,360	2,100
	4 bedroom	693	2,965	2,250	1,472	2,250
37	363 NOE STREET					
	studio	347	1,248	1,100	724	1,100
	1 bedroom	421	1,616	1,400	911	1,400
38	GREAT HIGHWAY					
	2 bedroom	495	2,043	1,800	1,145	1,800
	3 bedrooms	519	2,808	2,100	1,360	2,100
39	2698 CALIFORNIA STREET					
	studio	347	1,248	1,000	674	1,000
	1 bedroom	421	1,616	1,300	861	1,300
40	25 SANCHEZ STREET					
	studio	347	1,248	1,100	724	1,100
	1 bedroom	421	1,616	1,400	911	1,400
41	345 ARGUELLO					
	studio	347	1,248	1,065	706	1,065
	1 bedroom	421	1,616	1,260	841	1,260
42	491 31ST STREET					
	studio	347	1,248	1,050	699	1,050
	1 bedroom	421	1,616	1,300	861	1,300
43	1750 MCALLISTER					
	studio	347	1,248	1,300	824	1,248
	1 bedroom	421	1,616	1,500	961	1,500
46	939 LIDDY					
	studio	347	1,248	950	649	950
	1 bedroom	421	1,616	1,275	848	1,275
47	951 EDDY					
	studio	347	1,248	1,260	804	1,248
	1 bedroom	421	1,616	1,530	976	1,530
	2 bedroom	495	2,043	1,800	1,148	1,800
	3 bedroom	619	2,808	2,250	1,435	2,250
49	433 TURK STREET					
	studio	347	1,218	1,350	699	1,050
	1 bedroom	421	1,616	1,300	811	1,200
51	ROBERT PITTS					
	2 bedroom	495	2,043	1,700	1,098	1,700
	3 bedrooms	619	2,808	1,800	1,210	1,800
	4 bedrooms	693	2,965	1,950	1,322	1,950



ORGANIZATIONAL CHART

BOARD OF COMMISSIONERS

 President George Brown	 Vice-President Betty Smith	 Sululagi Palega Jr.	 Neola Gans	 Reverend George Woodruff	 Reverend Amos Brown	 Irene Yee Riley
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Executive Office
Executive Director
Gregg Fortner

Executive Office
Deputy Executive Director
Naja Boyd

Office of General Counsel
Managing Attorney
Donna Martin

Public Housing Operations Dept.
Deputy Executive Director
Naja Boyd

Finance Department
Administrator
Vacant

Section 8 Housing Department
Acting Administrator
Tony Ucciferri

Management Services & Support Dept.
Administrator
Michael Roetzer

Housing Development & Modernization
Administrator
Barbara Smith

Office of Fair Housing & Resident Relations
Acting Deputy Dept. Administrator
Belinda Jeffries

**San Francisco
Housing Authority
Central Services**



***SAN FRANCISCO HOUSING
PREVENTIVE MAINTENANCE
SCHEDULE
FISCAL YEAR 2005-2006***

**PREVENTIVE MAINTENANCE SCHEDULE
FISCAL YEAR 2005-2006
ROOF SYSTEM**

DISTRICTS/ DEVELOPEMENTS	FREQUENCY	INSEPECTED BY
SUNNYDALE	ANNUAL	UPCS INSPECTOR
VELASCO	ANNUAL	UPCS INSPECTOR
ALEMANY	ANNUAL	UPCS INSPECTOR
HOLLY COURTS	ANNUAL	UPCS INSPECTOR
ALICE GRIFFITH	ANNUAL	UPCS INSPECTOR
HUNTERS POINT A-WEST	ANNUAL	UPCS INSPECTOR
HUNTERS POINT A-EAST	ANNUAL	UPCS INSPECTOR
HUNTERS VIEW	ANNUAL	UPCS INSPECTOR
WESTBROOK	ANNUAL	UPCS INSPECTOR
POTRERO TERRACE	ANNUAL	UPCS INSPECTOR
POTRERO ANNEX	ANNUAL	UPCS INSPECTOR
SCATTERED SITES	ANNUAL	UPCS INSPECTOR
WESTSIDE COURTS	ANNUAL	UPCS INSPECTOR
990 PACIFIC	ANNUAL	UPCS INSPECTOR
227 BAY	ANNUAL	UPCS INSPECTOR
PING YUEN	ANNUAL	UPCS INSPECTOR
PING YUEN NORTH	ANNUAL	UPCS INSPECTOR
J.F.K. TOWERS	ANNUAL	UPCS INSPECTOR
1760 BUSH	ANNUAL	UPCS INSPECTOR
1880 PINE	ANNUAL	UPCS INSPECTOR
320/330 CLEMENETINA	ANNUAL	UPCS INSPECTOR

**PREVENTIVE MAINTENANCE SCHEDULE
FISCAL YEAR 2005-2006
ROOF SYSTEM**

DISTRICT/ DEVELOPMENTS	FREQUENCY	INSPECTED BY
WOODSIDE GARDENS	ANNUAL	UPCS INSPECTOR
491-31 ST AVE	ANNUAL	UPCS INSPECTOR
1750 MCALLISTER	ANNUAL	UPCS INSPECTOR
2698 CALIFORNIA	ANNUAL	UPCS INSPECTOR
ROSA PARKS	ANNUAL	UPCS INSPECTOR
939/951 EDDY	ANNUAL	UPCS INSPECTOR
345 ARGUELLO	ANNUAL	UPCS INSPECTOR
MISSION DELORES	ANNUAL	UPCS INSPECTOR
3850 18 TH	ANNUAL	UPCS INSPECTOR
462 DUBOCE	ANNUAL	UPCS INSPECTOR
25 SANCHEZ	ANNUAL	UPCS INSPECTOR
666 ELLIS	ANNUAL	UPCS INSPECTOR
350 ELLIS	ANNUAL	UPCS INSPECTOR
430 TURK	ANNUAL	UPCS INSPECTOR
ROBERT B. PITTS PLAZA	ANNUAL	UPCS INSPECTOR

**PREVENTIVE MAINTENANCE SCHEDULE
FISCAL YEAR 2005-2006
ELEVATOR SYSTEM**

ADDRESS	TYPE OF ELEVATOR	QUANTITY	INSPECTED BY
655 PACIFIC	TRACTION	1	CONTRACTOR
711 PACIFIC	TRACTION	1	CONTRACTOR
795 PACIFIC	TRACTION	1	CONTRACTOR
895 PACIFIC	TRACTION	1	CONTRACTOR
2451 SACRMANETO	TRACTION	2	CONTRACTOR
1251 TURK	TRACTION	3	CONTRACTOR
838 PACIFIC	TRACTION	3	CONTRACTOR
255 WOODSIDE	TRACTION	2	CONTRACTOR
1855 15 TH	TRACTION	2	CONTRACTOR
990 PACIFIC	TRACTION	2	CONTRACTOR
1750 MCALLISTER	TRACTION	2	CONTRACTOR
255 DORLAND	TRACTION	1	CONTRACTOR
3850 18 TH	TRACTION	1	CONTRACTOR
320 CLEMENTINA	TRACTION	2	CONTRACTOR
330 CLEMENTINA	TRACTION	2	CONTRACTOR
1880 PINE	TRACTION	2	CONTRACTOR
350 ELLIS	TRACTION	2	CONTRACTOR
666 ELLIS	TRACTION	2	CONTRACTOR
345 ARGUELLO	HYDRAULIC	2	CONTRACTOR
462 DUBOCE	VIRGINIA HYDRAULIC	1	CONTRACTOR
25 SANCHEZ	HYDRUALIC	2	CONTRACTOR
1760 BUSH	HYDRAULIC	2	CONTRACTOR
363 NOE	SUPERIOR HYDRAULIC	1	CONTRACTOR

ADDRESS	TYPE OF ELEVATOR	QUANTITY	INSPECTED BY
2698 CALIFORNIA	ATLAS HYDRAULIC	1	CONTRACTOR
227 BAY	ATLAS HYDRAULIC	1	CONTRACTOR
491 31 ST	HYDRAULIC	2	CONTRACTOR
939 EDDY	DOVER HYDRAULIC	1	CONTRACTOR
951 EDDY	DOVER HYDRAULIC	1	CONTRACTOR
430 TURK	U.S. TRACTION	2	CONTRACTOR
440 TURK	U.S. TRACTION	1	CONTRACTOR
1815 EGBERT	OTIS TRACTION	1	CONTRACTOR
1815 EGBERT	OTIS HYDRAULIC	1	CONTRACTOR
951 EDDY	MCKINLEY	1	ELEC. FOREMAN
1654 SUNNYDALE	MCKINLEY	1	ELEC. FOREMAN
1095 CONNECTICUT	CDX	1	ELEC. FOREMAN

**PREVENTIVE MAINTENANCE SCHEDULE
FISCAL YEAR 2005-2006
TRASH CHUTE SYSTEM**

ADDRESS	FREQUENCY	INSPECTED BY
666 ELLIS	ANNUALLY	UPCS INSPECTOR
350 ELLIS	ANNUALLY	UPCS INSPECTOR
939 EDDY	ANNUALLY	UPCS INSPECTOR
1251 TURK	ANNUALLY	UPCS INSPECTOR
1880 PINE	ANNUALLY	UPCS INSPECTOR
2451 SACRAMENTO	ANNUALLY	UPCS INSPECTOR
1760 BUSH	ANNUALLY	UPCS INSPECTOR
491-31 ST	ANNUALLY	UPCS INSPECTOR
430 TURK	ANNUALLY	UPCS INSPECTOR
255 WOODSIDE	ANNUALLY	UPCS INSPECTOR
320/330 CLEMENTINA	ANNUALLY	UPCS INSPECTOR
462 DUBOCE	ANNUALLY	UPCS INSPECTOR
1855-15TH	ANNUALLY	UPCS INSPECTOR
3850 18 TH ST/255 DORLAND	ANNUALLY	UPCS INSPECTOR
25 SANCHEZ	ANNUALLY	UPCS INSPECTOR
1750 MCALLISTER	ANNUALLY	UPCS INSPECTOR
2698 CALIFORNIA	ANNUALLY	UPCS INSPECTOR
363 NOE	ANNUALLY	UPCS INSPECTOR
345 ARGUELLO	ANNUALLY	UPCS INSPECTOR
227 BAY	ANNUALLY	UPCS INSPECTOR
PING YUEN NORTH	ANNUALLY	UPCS INSPECTOR
990 PACIFIC	ANNUALLY	UPCS INSPECTOR
PING YUEN	ANNUALLY	UPCS INSPECTOR
WESTSIDE COURT	ANNUALLY	UPCS INSPECTOR
350 ELLIS	ANNUALLY	UPCS INSPECTOR
951 EDDY	ANNUALLY	UPCS INSPECTOR

PREVENTIVE MAINTENANCE SCHEDULE

FISCAL YEAR 2005-2006

POWER GENERATOR SYSTEM

BUILDINGS	FREQUENCY	MONTH	INSPECTED BY
WOODSIDE GARDENS	BI-ANNUAL	NOV 2005/MAY 2006	CONTRACTOR
MISSION DELORES	BI-ANNUAL	NOV 2005/ MAY 2006	CONTRACTOR
1750 MCALLISTER	BI-ANNUAL	NOV 2005/MAY 2006	CONTRACTOR
350 ELLIS	BI-ANNUAL	NOV 2005/MAY 2006	CONTRACTOR
666 ELLIS	BI-ANNUAL	NOV 2005/MAY 2006	CONTRACTOR
895 PACIFIC	BI-ANNUAL	NOV 2005/MAY 2006	CONTRACTOR
711/795 PACIFIC	BI-ANNUAL	NOV 2005/MAY 2006	CONTRACTOR
PING YUEN NORTH	BI-ANNUAL	NOV 2005/MAY 2006	CONTRACTOR
JFK TOWERS	BI-ANNUAL	NOV 2005/MAY 2006	CONTRACTOR
990 PACIFIC	BI-ANNUAL	NOV 2005/MAY 2006	CONTRACTOR
1880 PINE	BI-ANNUAL	NOV 2005/MAY 2006	CONTRACTOR
ROSA PARKS	BI-ANNUAL	NOV 2005/MAY 2006	CONTRACTOR
320/330 CLEMENTINA	BI-ANNUAL	NOV 2005/MAY 2006	CONTRACTOR
2698 CALIFORNIA	BI-ANNUAL	NOV 2005/MAY 2006	CONTRACTOR

PREVENTIVE MAINTENANCE SCHEDULE

FISCAL YEAR 2005-2006

EXHAUST FAN SYSTEM

ADDRESS	FREQUENCY	INSPECTED BY
WOODSIDE GARDENS	ANNUAL	ELECTRICAL FOREMAN
990 PACIFIC	ANNUAL	ELECTRICAL FOREMAN
JFK TOWERS	ANNUAL	ELECTRICAL FOREMAN
330 CLEMENTINA	ANNUAL	ELECTRICAL FOREMAN
1880 PINE	ANNUAL	ELECTRICAL FOREMAN
255 DORLAND	ANNUAL	ELECTRICAL FOREMAN
320 CLEMENTINA	ANNUAL	ELECTRICAL FOREMAN
3850-18 TH	ANNUAL	ELECTRICAL FOREMAN
MISSION DELORES	ANNUAL	ELECTRICAL FOREMAN
227 BAY	ANNUAL	ELECTRICAL FOREMAN
491-31 ST	ANNUAL	ELECTRICAL FOREMAN
939 EDDY	ANNUAL	ELECTRICAL FOREMAN
345 ARGUELLO	ANNUAL	ELECTRICAL FOREMAN
2698 CALIFORNIA	ANNUAL	ELECTRICAL FOREMAN
666 ELLIS	ANNUAL	ELECTRICAL FOREMAN
WESTSIDE COURTS	ANNUAL	ELECTRICAL FOREMAN
1760 BUSH	ANNUAL	ELECTRICAL FOREMAN
430 TURK	ANNUAL	ELECTRICAL FOREMAN
350 ELLIS	ANNUAL	ELECTRICAL FOREMAN

**PREVENTIVE MAINTENANCE SCHEDULE
FISCAL YEAR 2005-2006**

PLUMBING SYSTEM

DISTRICT/ DEVELOPMENT	FREQUENCY	INSPECTED BY
SUNNYDALE	ANNUAL	PLUMBING PM CREW
VELASCO	ANNUAL	PLUMBING PM CREW
ALEMANY	ANNUAL	PLUMBING PM CREW
HOLLY COURT	ANNUAL	PLUMBING PM CREW
ALICE GRIFFITH	ANNUAL	PLUMBING PM CREW
HUNTERS POINT A-WEST	ANNUAL	PLUMBING PM CREW
HUNTERS POINT A-EAST	ANNUAL	PLUMBING PM CREW
HUNTERS VIEW	ANNUAL	PLUMBING PM CREW
WESTBROOK	ANNUAL	PLUMBING PM CREW
POTERO TERRACE	ANNUAL	PLUMBING PM CREW
POTRERO ANNEX	ANNUAL	PLUMBING PM CREW
SCATTERED SITES	ANNUAL	PLUMBING PM CREW
WESTSIDE COURTS	ANNUAL	PLUMBING PM CREW
990 PACIFIC	ANNUAL	PLUMBING PM CREW
227 BAY	ANNUAL	PLUMBING PM CREW
ROBERT B. PITTS PLAZA	ANNUAL	PLUMBING PM CREW
PINGYUEN	ANNUAL	PLUMBING PM CREW
PINGYUEN NORTH	ANNUAL	PLUMBING PM CREW
JFK TOWERS	ANNUAL	PLUMBING PM CREW

**PREVENTIVE MAINTENANCE SCHEDULE
FISCAL YEAR 2005-2006**

PLUMBING SYSTEM

DISTRICT/ DEVELOPMENTS	FREQUENCY	INSPECTED BY
1760 BUSH	ANNUAL	PLUMBING PM CREW
1880 PINE	ANNUAL	PLUMBING PM CREW
320/330 CLEMENTINA	ANNUAL	PLUMBING PM CREW
WOODSIDE GARDENS	ANNUAL	PLUMBING PM CREW
491-31 ST	ANNUAL	PLUMBING PM CREW
1750 MCALLISTER	ANNUAL	PLUMBING PM CREW
2698 CALIFORNIA	ANNUAL	PLUMBING PM CREW
ROSA PARKS	ANNUAL	PLUMBING PM CREW
939/951 EDDY	ANNUAL	PLUMBING PM CREW
345 ARGUELLO	ANNUAL	PLUMBING PM CREW
MISSION DOLORES	ANNUAL	PLUMBING PM CREW
3850-18 TH / 255 DORLAND	ANNUAL	PLUMBING PM CREW
363 NOE	ANNUAL	PLUMBING PM CREW
462 DUBOCE	ANNUAL	PLUMBING PM CREW
25 SANCHEZ	ANNUAL	PLUMBING PM CREW
666 ELLIS	ANNUAL	PLUMBING PM CREW
350 ELLIS	ANNUAL	PLUMBING PM CREW
430 TURK	ANNUAL	PLUMBING PM CREW

**PREVENTIVE MAINTENANCE
FURNACE & HEATER
SERVICE, CLEAN, AND INSTALL FILTERS**

DEVELOPMENT	FREQUENCY	# OF UNITS	WORK PERFORMED BY
ALEMANY	ANNUAL	157 UNITS	PLUMBING CREW
ROBERT PITTS	ANNUAL	215 UNITS	PLUMBING CREW
HUNTERS POINT A- WEST	ANNUAL	103 UNITS	PLUMBING CREW
HUNTERS POINT A- EAST	ANNUAL	80 UNITS	PLUMBING CREW
951 EDDY	ANNUAL	36 UNITS	PLUMBING CREW
RANDOLPH/HEAD	ANNUAL	16 UNITS	PLUMBING CREW
GREAT HIGHWAY	ANNUAL	16 UNITS	PLUMBING CREW
NORIEGA	ANNUAL	8 UNITS	PLUMBING CREW
75/77 COLERIDGE	ANNUAL	2 UNITS	PLUMBING CREW
101/103 LUNDY LANE	ANNUAL	2 UNITS	PLUMBING CREW
275 THRIFT	ANNUAL	1 UNIT	PLUMBING CREW
SAN JULES	ANNUAL	8 UNITS	PLUMBING CREW
HOLLY COURT	ANNUAL	118 UNITS	PLUMBING CREW
SUNNYDALE	ANNUAL	767 UNITS	PLUMBING CREW
HUNTERS VIEW	ANNUAL	261 UNITS	PLUMBING CREW
WESTBROOK	ANNUAL	225 UNITS	PLUMBING CREW
WESTSIDE COURT	ANNUAL	136 UNITS	PLUMBING CREW
POTRERO ANNEX	ANNUAL	137 UNITS	PLUMBING CREW

**PREVENTIVE MAINTENANCE SCHEDULE
FISCAL YEAR 2005-2006**

BACKFLOW SYSTEM

DISTRICT/ DEVELOPMENT	FREQUENCY	INSPECTED BY
SUNNYDALE	ANNUALLY	PLUMBING BACKFLOW CREW
VELASCO	ANNUALLY	PLUMBING BACKFLOW CREW
ALEMANY	ANNUALLY	PLUMBING BACKFLOW CREW
HOLLY COURT	ANNUALLY	PLUMBING BACKFLOW CREW
ALICE GRIFFITH	ANNUALLY	PLUMBING BACKFLOW CREW
HUNTERS POINT A-WEST	ANNUALLY	PLUMBING BACKFLOW CREW
HUNTERS POINT A-EAST	ANNUALLY	PLUMBING BACKFLOW CREW
HUNTERS VIEW	ANNUALLY	PLUMBING BACKFLOW CREW
WESTBROOK	ANNUALLY	PLUMBING BACKFLOW CREW
POTERO TERRACE	ANNUALLY	PLUMBING BACKFLOW CREW
POTRERO ANNEX	ANNUALLY	PLUMBING BACKFLOW CREW
SCATTERED SITES	ANNUALLY	PLUMBING BACKFLOW CREW
WESTSIDE COURTS	ANNUALLY	PLUMBING BACKFLOW CREW
990 PACIFIC	ANNUALLY	PLUMBING BACKFLOW CREW
227 BAY	ANNUALLY	PLUMBING BACKFLOW CREW
ROBERT B. PITTS PLAZA	ANNUALLY	PLUMBING BACKFLOW CREW
PINGYUEN	ANNUALLY	PLUMBING BACKFLOW CREW

DISTRICT/ DEVELOPMENT	FREQUENCY	INSPECTED BY
PINGYUEN NORTH	ANNUALLY	PLUMBING BACKFLOW CREW
JFK TOWERS	ANNUALLY	PLUMBING BACKFLOW CREW

PREVENTIVE MAINTENANCE SCHEDULE

FISCAL YEAR 2005-2006

BACKFLOW SYSTEM

DISTRICT/ DEVELOPMENTS	FREQUENCY	INSPECTED BY
1760 BUSH	ANNUALLY	PLUMBING BACKFLOW CREW
1880 PINE	ANNUALLY	PLUMBING BACKFLOW CREW
320/330 CLEMENTINA	ANNUALLY	PLUMBING BACKFLOW CREW
WOODSIDE GARDENS	ANNUALLY	PLUMBING BACKFLOW CREW
491-31 ST	ANNUALLY	PLUMBING BACKFLOW CREW
1750 MCALLISTER	ANNUALLY	PLUMBING BACKFLOW CREW
2698 CALIFORNIA	ANNUALLY	PLUMBING BACKFLOW CREW
ROSA PARKS	ANNUALLY	PLUMBING BACKFLOW CREW
939/951 EDDY	ANNUALLY	PLUMBING BACKFLOW CREW
345 ARGUELLO	ANNUALLY	PLUMBING BACKFLOW CREW
MISSION DOLORES	ANNUALLY	PLUMBING BACKFLOW CREW
3850-18 TH / 255 DORLAND	ANNUALLY	PLUMBING BACKFLOW CREW
363 NOE	ANNUALLY	PLUMBING BACKFLOW CREW
462 DUBOCE	ANNUALLY	PLUMBING BACKFLOW CREW
25 SANCHEZ	ANNUALLY	PLUMBING BACKFLOW CREW
666 ELLIS	ANNUALLY	PLUMBING BACKFLOW CREW
350 ELLIS	ANNUALLY	PLUMBING BACKFLOW CREW
430 TURK	ANNUALLY	PLUMBING BACKFLOW CREW

**PREVENTIVE MAINTENANCE SCHEDULE
FISCAL YEAR 2005-2006**

BOILER SYSTEM

DISTRICTS/ DEVELOPMENTS	FREQUENCY	INSPECTED BY
VELASCO	ANNUAL	STEAMFITTER
HOLLY COURTS	ANNUAL	STEAMFITTER
ALICE GRIFFITH	ANNUAL	STEAMFITTER
POTRERO TERRACE	ANNUAL	STEAMFITTER
WESTSIDE COURTS	ANNUAL	STEAMFITTER
990 PACIFIC	ANNUAL	STEAMFITTER
227 BAY	ANNUAL	STEAMFITTER
PING YUEN	ANNUAL	STEAMFITTER
PING YUEN NORTH	ANNUAL	STEAMFITTER
JFK TOWERS	ANNUAL	STEAMFITTER
1760 BUSH	ANNUAL	STEAMFITTER
1880 PINE	ANNUAL	STEAMFITTER
320/330 CLEMENTINA	ANNUAL	STEAMFITTER
WOODSIDE GARDENS	ANNUAL	STEAMFITTER
491-31 ST	ANNUAL	STEAMFITTER
1750 MCALLISTER	ANNUAL	STEAMFITTER
2698 CALIFORNIA	ANNUAL	STEAMFITTER
ROSA PARKS	ANNUAL	STEAMFITTER
939/951 EDDY	ANNUAL	STEAMFITTER
345 ARGUELLO	ANNUAL	STEAMFITTER

**PREVENTIVE MAINTENANCE SCHEDULE
FISCAL YEAR 2005-2006**

BOILER SYSTEM

ADDRESS	FREQUENCY	INSPECTED BY
MISSION DOLORES	ANNUAL	STEAMFITTER
3850-18 TH 255 DORLAND	ANNUAL	STEAMFITTER
363 NOE	ANNUAL	STEAMFITTER
462 DUBOCE	ANNUAL	STEAMFITTER
25 SANCHEZ	ANNUAL	STEAMFITTER
666 ELLIS	ANNUAL	STEAMFITTER
350 ELLIS	ANNUAL	STEAMFITTER
430 TURK	ANNUAL	STEAMFITTER

**PREVENTIVE MAINTENANCE SCHEDULE
FISCAL YEAR 2005-2006**

EXIT AND EMERGENCY LIGHTING SYSTEM

ADDRESS	FREQUENCY	INSPECTED BY
462 DUBOCE	ANNUAL	ELECTRICAL FOREMAN
255 DORLAND/ 3850-18 TH	ANNUAL	ELECTRICAL FOREMAN
363 NOE	ANNUAL	ELECTRICAL FOREMAN
990 PACIFIC	ANNUAL	ELECTRICAL FOREMAN
JFK TOWERS	ANNUAL	ELECTRICAL FOREMAN
320/330 CLEMENTINA	ANNUAL	ELECTRICAL FOREMAN
25 SANCHEZ	ANNUAL	ELECTRICAL FOREMAN
1880 PINE	ANNUAL	ELECTRICAL FOREMAN
227 BAY	ANNUAL	ELECTRICAL FOREMAN
491-31 ST	ANNUAL	ELECTRICAL FOREMAN
2698 CALIFORNIA	ANNUAL	ELECTRICAL FOREMAN
345 ARGUELLO	ANNUAL	ELECTRICAL FOREMAN
430 TURK	ANNUAL	ELECTRICAL FOREMAN
1750 MCALLISTER	ANNUAL	ELECTRICAL FOREMAN
666 ELLIS	ANNUAL	ELECTRICAL FOREMAN
MISSION DOLORES	ANNUAL	ELECTRICAL FOREMAN
255 WOODSIDE	ANNUAL	ELECTRICAL FOREMAN
939 EDDY	ANNUAL	ELECTRICAL FOREMAN
1251 TURK	ANNUAL	ELECTRICAL FOREMAN
440 TURK	ANNUAL	ELECTRICAL FOREMAN
350 ELLIS	ANNUAL	ELECTRICAL FOREMAN
1760 BUSH	ANNUAL	ELECTRICAL FOREMAN

**PREVENTIVE MAINTENANCE SCHEDULE
FISCAL YEAR 2005-2006**

SOLAR SYSTEM

BUILDINGS	FREQUENCY	INSPECTED BY
HOLLY COURTS	MONTHLY	CALIFORNIA SOLAR SERVICES
1760 BUSH	MONTHLY	CALIFORNIA SOLAR SERVICES
491-31 ST	MONTHLY	CALIFORNIA SOLAR SERVICES
666 ELLIS	MONTHLY	CALIFORNIA SOLAR SERVICES

**PREVENTIVE MAINTENANCE SCHEDULE
FISCAL YEAR 2005-2006**

FIRE ALARM SYSTEM

ADDRESS	FREQUENCY	INSPECTED BY
1251 TURK	ANNUALLY	ELECTRICAL FOREMAN
363 NOE	ANNUALLY	ELECTRICAL FOREMAN
255 DORLAND	ANNUALLY	ELECTRICAL FOREMAN
491-31 ST	ANNUALLY	ELECTRICAL FOREMAN
990 PACIFIC	ANNUALLY	ELECTRICAL FOREMAN
JFK TOWERS	ANNUALLY	ELECTRICAL FOREMAN
320/330 CLEMENTINA	ANNUALLY	ELECTRICAL FOREMAN
3850 18 TH	ANNUALLY	ELECTRICAL FOREMAN
25 SANCHEZ	ANNUALLY	ELECTRICAL FOREMAN
227 BAY	ANNUALLY	ELECTRICAL FOREMAN
939 EDDY	ANNUALLY	ELECTRICAL FOREMAN
345 ARGUELLO	ANNUALLY	ELECTRICAL FOREMAN
2698 CALIFORNIA	ANNUALLY	ELECTRICAL FOREMAN
491-31 ST AVE	ANNUALLY	ELECTRICAL FOREMAN
350 ELLIS	ANNUALLY	ELECTRICAL FOREMAN
838 PACIFIC	ANNUALLY	ELECTRICAL FOREMAN
951 EDDY	ANNUALLY	ELECTRICAL FOREMAN
462 DUBOCE	ANNUALLY	ELECTRICAL FOREMAN
320/330 CLEMENTINA	ANNUALLY	ELECTRICAL FOREMAN

PREVENTIVE MAINTENANCE SCHEDULE

FISCAL YEAR 2005-2006

WHEELCHAIR LIFTS

BUILDINGS	FREQUENCY	INSPECTED BY
1095 CONNECTICUT	MONTHLY	IN-HOUSE ELECTRICIAN
939 EDDY	MONTHLY	IN-HOUSE ELECTRICIAN
951 EDDY	MONTHLY	IN-HOUSE ELECTRICIAN
1654 SUNNYDALE	MONTHLY	IN-HOUSE ELECTRICIAN

EQUIPMENT AT ALL 4 LOCATIONS WILL BE INSPECTED BY MCKINLEY EQUIPMENT	BI-ANNUALLY
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PREVENTIVE MAINTENANCE SCHEDULE

FISCAL YEAR 2005-2006

PEST CONTROL

DEVELOPMENT	FREQUENCY	WORK PERFORMED BY
HOLLY COURT	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
POTRERO	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
SUNNYDALE	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
WESTSIDE COURTS	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
WESTBROOK	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
POTRERO ANNEX	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
PING YUEN	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
ALEMANY	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
HUNTERS POINT A-WEST	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
HUNTERS POINT A-EAST	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
HUNTERS VIEW	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
ALICE GRIFFITH	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
ROSA PARKS	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
PING YUEN NORTH	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
2451 SACRAMENTO	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
MISSION DOLORES	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
WOODSIDE	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR

DEVELOPMENT	ANNUALLY	PERFORMED BY
990 PACIFIC	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
227 BAY	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
350 ELLIS	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
275 THRIFT	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
18 TH /DORLAND	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
462 DUBOCE	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
75-77 COLERIDGE	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
LUNDY LANE	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
CLEMENTINA	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
666 ELLIS	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
1760 BUSH	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
1880 PINE	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
4101 NORIEGA	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
939 EDDY	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
951 EDDY	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
VELASCO	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
430/440 TURK	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
SAN JULES	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR
ROBERT B. PITTS	ANNUALLY	IN-HOUSE CREW-OUTSIDE CONTRACTOR

Attachment IV

HUD Resident Assessment SubSystem (RASS)

Follow-up Activities

San Francisco Housing Authority

HUD Resident Assessment SubSystem (RASS)

Follow-Up Activities

Maintenance and Repair

The SFHA conducts annual comprehensive inspections, which include Uniform Physical Condition Standard (UPCS) inspection, as well as a Preventive Maintenance (PM) inspection. The Administrative Manager is responsible for developing and monitoring the annual inspection schedule. The inspectors are responsible for accurately identifying all deficiencies, UPCS violations, as well as PM concerns. Because the inspector is a frontline service provider, s/he leaves a business card with the resident so those residents have yet another SFHA communication vehicle. Once the inspections have been completed, it is the responsibility of the Maintenance Planner to identify all outstanding work orders for the inspected unit and generate new work orders for any additional deficiencies identified. Upon completing this task, the Maintenance Planner turns over the work orders to the Maintenance Manager for each inspected unit.

It is the responsibility of the Manager of Central Maintenance to assign the work orders to the appropriate craft personnel. The Manager of Central Maintenance is also responsible for collecting all work orders, completed and incomplete, at the end of the day. S/he must review the work orders to ensure that they are filled out correctly and turn them over to the appropriate craft forepersons for re-scheduling any incomplete work orders. Once the work is complete, it is turned over to the Data Entry Operators for close out in the CCS system and file the work orders in the appropriate file.

Maintenance personnel complete the regular PM inspections of systems, with assistance/input from Modernization and contractor personnel. The PM repair work is assigned to Maintenance PM crews and supplemented by other Maintenance sector support crafts, and outside contractors whenever necessary. These crews record the results, and make the necessary repairs. Whenever needed, an outside contractor is utilized to make the repairs needed. The Manager of Central Services is responsible for correcting identified PM deficiencies in no more than twenty (20) working days. He is also responsible for verifying the successful completion of the contractor work and the closing out of the associated PM work order. PM program report forms by site and building address shall be filed and maintained.

The Maintenance Plan can represent a source of cost savings (labor hours, material, travel and overtime) to the SFHA through the correction of routine maintenance deficiencies before the conditions become emergencies, and as such, costly to repair. It also allows a more planned response to maintenance of units, major systems, and common areas rather than correcting deficiencies when they happen which usually causes down time and unnecessary overtime cost. If the plan is correctly performed, the maintenance workload will be more manageable and will assist to maintain an acceptable turnaround time for all maintenance work.

All exigent and fire safety hazards as defined by REAC shall be considered an emergency work order. As such, these work orders shall be completed within 24 hours, and a work order or document shall be maintained by Central Services, showing the date and time the work was performed and completed. The

guidelines for the determination and classification of emergencies will be amended to reflect such change. Emergency work orders shall be tracked daily for completion. During the fiscal year 2002-2003, there were 2,266 emergency work orders that were entered into the system. Of that number, only two (2) emergency work orders were not completed within the 24-hour requirement.

The communication exchange between Maintenance, Property Management Offices, and residents has recently been improved. This is through the creation of an additional address in the SFHA network outlook. This is called the "Maintenance Request" address, which allows direct access to the Director of Maintenance for all types of maintenance request, follow-up and related services. Property Management staff can now access the office of the Director of Central Services directly by opening the "Maintenance Request" addresses. All requests received through this system are immediately routed to the appropriate forepersons, which immediately dispatch the work requested out into the field. Both the request and response times are documented, and forwarded to the requestor, the craft who completed the work, the Manager of Central Services, and the outlook file of the Director of Central Services. Moreover, Central Services management staff attends all resident meetings and/or town hall meetings to determine resident needs and concerns in the delivery of maintenance services. The information gathered during these meetings is compared to outstanding work orders relative to the specific deficiencies raised by the residents. These work orders are then scheduled for completion by appropriate staff. In addition, maintenance staff advises residents of the ongoing or future modernization programs in their developments. This is part of our effort to notify residents of the improvements being made to the development, and to encourage them to maintain their neighborhood better.

All craft forepersons as well as journeymen are required to attend HTVN training which is provided by the Authority. Classes on different craft classification are published and key craft personnel are required to attend. This is part of our effort to ensure that maintenance staffs are adequately trained by offering training opportunities, which include subjects for professional conduct standards in communicating with residents. It is extremely important that maintenance staffs are polite and effective in communicating with residents.

Communication

As a service-oriented agency, the SFHA seeks to communicate effectively with its clientele, i.e., the residents. This will be accomplished in the following manner:

- Hold resident meetings, both on a group and individual basis, regarding their concerns and perceptions.
- Train agency staff to communicate effectively and professionally with residents.
- Ensure adequate internal communications to management/staff on policy and procedural matters.
- Make written housing policies and procedures available to the residents. Allow residents an opportunity to comment and make suggestions.
- Through the agency's Diversity Office, avail interpreters to those, for whom English is not their primary language.
- Send informational brochures, flyers, and letters periodically to the residents. This may include general notices with the monthly rent bill, leaving notices at their dwelling units and/or in the Property Offices.
- Encourage resident committees and organizations to participate more fully on improving their development and community.
- Notify families and seniors of upcoming physical improvements. Help foster a positive resident attitude and have them assist as agents of change.

- Bridge the gap between young and older mothers through the establishment of a Mothers' Committee, creating an open communication channel for young mothers to dialogue.

Safety

The Authority continues to forge strong working relationships with residents, local police, and private security personnel in its efforts to combat crime and crime-related issues, in-and-around all SFHA developments.

At present, the SFHA contracts with several private security firms to provide armed security patrols at many of the Authority developments. The agency also works closely with the San Francisco Police Department (SFPD). It continues to provide a high level of officer presence and visibility on Authority developments, particularly during critical periods where increased gun violence occurs.

The Drug Elimination Program (DEP) funds had greatly enhanced the Authority's efforts to combat crime on several developments, particularly involving resident safety and security issues. Since the beginning of DEP and through the coordination and cooperation of local law enforcement and private security, crime has decreased significantly at several authority developments. However, in recent years, HUD curtailed the program nationally because of restricted funding.

The Authority implemented several strategies that have substantially reduced crime at several developments. They include, in part, the following:

- Monthly community meetings involving residents, City police, and private security firms
- Increased private armed security
- Variable shift changes/deployment of private security guards
- Cooperation with SFPD for special recognition and surveillance
- New prevention and intervention strategies
- Stricter enforcement of gated community rules
- Use deprogrammed dwelling units as police substations
- Cooperate and assist police, when requested, in accessing vacant units and facilitating surveillance and pursuit
- Provide units or recreation space for community policing activities
- Work with other agencies, parole, and probation for increased information sharing on individuals living on Authority developments

In addressing residents' needs and responding to HUD RASS Safety concerns, the agency imposed strict performance standards on companies providing security services at Authority developments. They are expected to be highly visible and proactive while on-patrol. The firms provide management and legal staff documented written reports of incidents occurring on public housing developments. These reports have been extremely useful in the Authority's efforts to convict residents for serious lease violations.

Many past, successful strategies used to reduce and combat crime at SFHA developments will continue to be a part of the San Francisco Housing Authority's Follow-Up Plan. The Authority will continue to develop plans and strategies that involve cooperation and a close, collaborative working relationship with residents, local police, and security firms in combating crime in our developments.

Services

The SFHA recognizes that it provides more-than-shelter to its residents. As such, its many supplemental services include:

- In-house job training, placement, and referral services
- HOPE VI Case Management Program
- Self-Sufficiency Family Grant Program
- Campus of Learners Program
- Computer Learning Centers at numerous developments
- Citywide Tutorial Program
- Tutorial After School Program
- Imagine Art Bus Project Program
- Childcare Assistance
- Head Start Programs
- Senior/Youth Community Resources
- Diversity Office to assist families/seniors on needed translation services
- Working with local schools/junior colleges to further the residents' education opportunities

Neighborhood Appearance

- Being mindful of its clientele, the SFHA deems it paramount to communicate with residents. Therefore, group and individual meetings are held on the upkeep and appearance of their development and to address their concerns.
- SFHA has a process in place for dealing with abandoned buildings and vacancies.
- Pests are exterminated regularly and on an as-needed basis.
- SFHA has initiated quarterly trash days, so residents may dispose of their large items.
- Being proactive on improving the appearance of the neighborhoods, the agency has regular, monthly clean-up days. The Authority will continue to work closely with Sunset Scavenger, the local trash collection company, on its nationally-renown recycling program.
- Establish and engage the neighborhood in a monthly clean-up program. The team will plant gardens and take other actions to help beautify the development.
- Strive toward eliminating graffiti promptly, e.g., within 24-hours of report.

1. NARRATIVE

This Narrative sets forth the San Francisco Housing Authority (SFHA) overall modernization and new construction strategy and highlights proposed implementation programs for the 2005 Capital Fund Program (CFP).

1.1 INTRODUCTION

The SFHA Commission, its Executive Director, and its Resident Advisory Board (RAB), have involved residents in the development and prioritizing of this modernization funding application in partnership with SFHA staff. A letter inviting all residents and resident leaders to participate was mailed on March 18, 2005 to encourage residents of Section 8 and conventional (public) housing to attend the 2005 PHA Annual Plan Submission Review Process meetings. This partnership began with a SFHA staff meeting with residents and resident leaders to discuss the plan, its requirements and program goals and objectives, and time lines. A CFP/ HOPE VI RAB subcommittee was created at the first meeting. Residents participated in and advised on all activities required to complete the 2005 CFP/HOPE VI portion of the PHA Plan Application. Two other RAB sub-committees were formed, a Section 8-focused RAB sub-committee to discuss the Administrative Plan, and a new SFHA lease sub-committee focusing in changes proposed to the existing lease. Subsequently, these RAB subcommittees met on three other occasions to discuss the progress of the plan and attended a public hearing to receive feedback from the community. Two meetings with Community Partners and three SFHA in-house staff meetings were also held to inform these groups of RAB recommendations and to assure public and staff input.

➤ The Capital Fund Program (CFP)

The Physical Improvement goals focus on completion of capital improvements in progress and mandated work, such as:

- Urgently needed infrastructure improvements, including water main and sewer replacements, heating and plumbing improvements, boiler replacements, roof replacements, emergency generator installation, site electrical improvements, concrete restoration and waterproofing; paving repairs, and
- Interior unit upgrades including range and window replacements, asbestos and lead abatement, 504/ADA reasonable accommodations, and
- Modernization of senior and family developments including elevator upgrades, hardwire smoke detector installations, sidewalk repairs, and common space improvements such as exterior painting.

The Management Improvements (MI) goals include security and police protection, public housing authority (PHA-wide) computer software upgrades, and the implementation of a resident employment program.

The proposed work for the 2005 CFP complements and completes tasks in progress that are part of the 2005 Performance and Evaluation Report under the 2001, 2002, 2003 and 2004 Capital Fund Programs, which include:

1. Exterior and interior stabilization of lead based paint, and site improvement at family developments and asbestos abatement at senior and family developments.
2. 504/ ADA (Americans with Disabilities Act) accessibility modifications to apartments and common spaces, in particular completion of senior building access compliance, and continuing upgrades to family developments.
3. The major work to be completed includes: boiler and hot waterline replacement, waterproofing and structural repairs; window replacement, security gate and lighting improvement, hardwire smoke detector installation, elevator upgrades, disability modifications to apartments and common areas, range replacement, asbestos removal, utility line replacement, heating system improvements, exterior painting and site improvements.
4. Elevator repairs, fire alarm system, and emergency generator improvements at senior developments.
5. Interior modernization of resident management offices, public housing tenant association offices, property offices, and administration buildings.

The San Francisco Housing Authority is the largest landlord in the City of San Francisco with over 6,200 public housing units and over 7,000 Section 8 Voucher holders, and one of the few sources of permanently affordable housing for low-income households. Operating subsidies and modernization funds, through the Capital Fund Program (CFP) provided by the Federal government on an annual basis, have not been adequate to keep conventional public housing in sound condition due to the obsolescence and deterioration of 40-plus year old infrastructure. Increased Federal support, innovative local financing techniques, fuel and water efficiency measures, weatherization, alternative low-cost heating/cooling systems, creative property management and improved customer service are all required to maintain, stabilize and improve the valuable supply of affordable housing. Additionally, long-range plans for public housing are being developed including identifying opportunities for potential mixed-income infill development for homeownership and affordable housing, where consistent with overall social goals and inter-agency collaboration.

➤ HOPE VI and the Disposition, Infill and Revitalization of Public and Affordable Housing

In June 2002, a Comprehensive Physical Needs Assessment completed for all Authority properties identified several sites best suited for disposition, infill or revitalization. These actions have been identified as a high priority in every Authority Annual Plan since the 2002 Fiscal Year. From August 3, 2003 through September 30, 2003, the Authority publicly advertised for and distributed

extensively to developers, a Request For Qualifications (RFQ) to Develop Authority-Owned Land that included 18 public housing sites. The Authority is now implementing some of these proposed plans based on timing, funding opportunities, and resident/community advisory group feedback.

COLERIDGE -disposition/ sale of two (2) public housing units to provide improvements at other sites

The Authority has applied to HUD for the disposition of one of its smallest properties due to their overall dilapidation and high ongoing maintenance costs associated with scattered sites. We are considering this action in order to provide program income from the property that could be used for constructing six (6) additional public housing apartments at Ping Yuen North and making improvements at other public housing sites where the Authority has a backlog of immediate physical needs. This vacant two unit property located at 75-77 Coleridge Street, is severely deteriorated, and would need substantial capital improvements to be habitable.

PING YUEN NORTH -infill/addition of six (6) public housing units on the top floor of the building

The Authority received \$524,044 in U.S. Department of Housing and Urban Development (“HUD”) Replacement Housing Factor (RHF) funds that may only be used to construct new public housing. The funding will be used to build six(6) new apartments at Ping Yuen North on the top floor in unimproved vacant space. The RHF funds must be obligated by September 16, 2005 and requires leverage from other funding sources, which may include the disposition of public housing property. The additional funding required as leverage will be met by \$203,277 awarded by the Mayor’s Office of Housing and program income from the disposition of the Coleridge.

ROSA PARKS PHASE 2 -infill/ addition of up to 100 subsidized housing units in underutilized land

Underutilized portions of the Rosa Parks site were identified as a great opportunity to add subsidized units. In response to a Request For Qualifications (RFQ) for developers, the Authority received a strong Statement of Qualifications for adding housing at this site from a well qualified development team Citizens Housing Corporation and the Related Companies and their co-sponsors. A selection panel that included residents and community representatives has approved the team,, and the Commission has authorized the Executive Director to begin negotiations, identify funding opportunities, and work with the residents and the community on a viable design.

HOPE VI SAN FRANCISCO - Hunters View revitalization, up to 600 public, subsidized, homeownership units

Mayor Gavin Newsom has proposed a HOPE VI-like approach to revitalizing target inner city areas. Hunters View is considered to be one of the most severely distressed of the Authority’s housing developments. As a gateway to the Hunters Point neighborhood and the Hunters Point Shipyard, this site has tremendous potential for revitalization that will provide a safe and healthy environment for public housing residents and households with a mix of incomes. As part of the Authority’s RFQ mentioned above, the development team of (1) Ridgepoint Non-Profit Housing Corporation, The John Stewart Company, and Devine & Gong, Inc., expressed interest in the comprehensive revitalization of Hunters View, and (2) Habitat for Humanity SF expressed

interest in the construction of several homes for first-time homebuyers on a portion of the Hunters View site. The selection process is currently underway.

OTHER REVITALIZATION EFFORTS

Although the U.S. Congress has not approved HOPE VI funding for the last two years, the Authority continues to identify creative, feasible and much need approaches to build additional public and affordable housing. In cooperation with the San Francisco Redevelopment Agency, the Mayor's Office of Housing and the for- and non-profit sector developers, many new projects are in the pipeline.

In the meantime, SFHA is completing its fifth HOPE VI site, Valencia Gardens in the Mission District, and is almost 100% occupied at the nationally acclaimed North Beach Place residential development. The three completed HOPE VI sites, Hayes Valley, Bernal Dwellings and Plaza East, are also serving as national models to public housing everywhere, hence changing the way we perceive public housing.

1.2 IDENTIFICATION OF PHYSICAL AND MANAGEMENT NEEDS (based on the 2002 Comprehensive Physical Assessment as updated with resident and staff input):

The SFHA is continually identifying physical and management needs at all of the forty-six public housing developments. The identification process started in 1990 with the hiring of two consulting firms to prepare formal physical and management needs assessments. These original Management and Physical Assessment Plans were presented in the 1991 CGP Submittal. In 1997 they were updated with the guidance and assistance of the U.S. Department of Housing and Urban Development (HUD) Intervention and Recovery Teams.

In 2002, a new, Comprehensive Physical Needs Assessment was developed by soliciting input from resident groups, individuals, resident organizations, and SFHA staff in an effort lead by the Consultant, DLR Group. The review and prioritizing of the results of the residents' surveys was completed by the RAB comprised of Resident leaders, Residents, and Staff members.

Based on SFHA needs and federal regulations for the Capital Fund Program, program goals and objectives were developed. They serve as a guide in determining the specific work items and priorities that will be included in the Capital Fund Program Plan. This overall strategy is consistent with the needs of the SFHA and reflects the urgency of each work item. The strategy must also reflect those items that are mandated by law, local and federal regulations or previous commitments made by the SFHA:

PRIORITY ONE: MANDATORY PHYSICAL & MANAGEMENT IMPROVEMENTS

- 1a. Lead Based Paint (LBP) abatement or in-place management activities.
- 1b. Asbestos Containing Material (ACM) abatement activities.
- 1c. Modification of apartments and common areas for use by disabled to comply with ADA and/or 504 requirements.
- 1d. Emergency improvements for life safety problems, and property stabilization by addressing leaking roofs and waterproofing buildings exterior.
- 1f. Management improvement activities required by legal settlement, HUD audit finding, or identified by HUD's PHAS.
- 1e. Completion of Comprehensive modernization activities funded through CFP

PRIORITY TWO: URGENT PHYSICAL & MANAGEMENT IMPROVEMENTS

- 2a. Emergency improvements such as chronic malfunctioning elevators, correction of hazardous conditions, etc.
- 2b. Identification and proper abatement of potentially toxic materials and unhealthy conditions. Specific activities would include testing and abatement of asbestos, lead, chronic mildew, etc. Repair/replacement/installation of ventilation systems.
- 2c. Improvements that will enhance the security of residents. Such activities would include installation of vandal resistant security lighting, security grills, gates, etc.
- 2d. Control of criminal activities. Such activities would include continuation of the successful public safety program of expanded patrols of San Francisco police officers at selective SFHA sites that have known criminal actives.

PRIORITY THREE: SERIOUS PHYSICAL & MANAGEMENT IMPROVEMENTS

- 3a. Major repairs to heating, plumbing, sewer, electrical systems, etc.
- 3b. Physical improvements to non-dwelling space for the expansion or improvement of resident activities and services and SFHA management operations.
- 3c. Improvements to SFHA management operations to improve efficiency and the delivery of services to residents.

REMAINING PHYSICAL, MANAGEMENT, AND OTHER NEEDS

Remaining physical and management improvements are those that are addressed based on the severity of the problem, the efficiency of addressing the problem along with other more urgent items or on the cost savings that will result from completing the improvement.

- Management Issues - timely street cleaning, tree pruning, sidewalk repair, anti-vandalism strategies, appropriate trash collection system, proper cleaning of site, on-site security, site resident monitors, neighborhood programs to monitor loitering, recycling programs for each site, TA offices for the senior developments, and graffiti abatement, among others.
- Maintenance Issues- clean up of playground facilities, better maintenance programs for elevators and boilers, availability of maintenance workers who live in the city during emergency calls, intercom systems for all the senior developments, new furnishings for public areas when needed, well maintained doors and windows, proper graffiti abatement, addition of weather stripping on all doors, addition of handrails to dangerous areas/ areas with seniors, add landscape irrigation system, timely maintenance response, kitchen cabinet repair, wall heater replacement, general unit improvements and need for new appliances, among others.
- Self-Sufficiency Issues - family planning services, senior care services, age-specific programs for children, summer programs, lunch programs, resident-owned businesses, social service programs, computer resource centers at all family developments and some senior developments, on-site activities/ programs for the senior developments, TA/ RMC monitoring and coordination, monitoring of TA/ RMC elections process, resident involvement in the expenditure of programs such as DEP, etc., and transportation arrangements for seniors, among others.

ADDRESSING DEVELOPMENTS WITH HIGHER NEEDS

Where many serious improvements are needed and the repair, replacement or redesign of major building elements will require the temporary relocation of families to allow for the work to proceed, a comprehensive rehabilitation approach is developed. All-important physical problems will be addressed at that time, funding permitting to maximize the efficiency and long-range success, and to reduce overall cost associated with such efforts. When family relocation is not required and improvements can be completed without major disruptions, funding permitting, a sequenced rehabilitation approach will be followed.

COORDINATED ACTIVITIES TO ENSURE EFFICIENCY

When work items are to be completed at different times at one particular development, activities are sequenced to maximize efficiency. Building exteriors are not repainted until lead-based paint testing has been completed, for example. No completed work should have to be disturbed to address a subsequent non-emergency work item. This strategy may vary according to the condition of the building.

When special mobilization is required to address an item that is needed at several developments, the inclusion of all of these developments into a single effort will be considered.

Maintenance and management issues brought up at the RAB meetings and citywide public hearings shall be referred to the appropriate departments, including Maintenance and Management.

1.3 STRATEGY STATEMENT

To ensure that the CFP funding is effectively and efficiently utilized, a clear and appropriate set of program goals and objectives was developed to serve as a guide in determining the specific work items and location priorities that will be included in the Capital Fund Plan. These program goals and objectives were discussed at length at the RAB meetings and used to develop this year's plans.

This overall strategy is consistent with the needs of SFHA and reflects the urgency of each work item and the priorities as identified by both residents and staff members of the RAB. The strategy also reflects those items that are mandated by law, local and federal regulations or previous commitments made by the SFHA. The strategy that has been developed for this program is in accordance to the priorities identified in Section 1.2.

RESIDENT HIRING

For all job tasks and contracts that are over a certain amount and subsidized with federal dollars, the maximum number on public housing residents will be hired as part of the on-site work, and will be trained according to their skills, performance evaluation and desire to acquire job experience in either building trades, landscaping or administrative/ clerical positions. The goal will be to assist these residents to become self-sufficient, so that they can move on to jobs outside of the SFHA. Any contractors with the SFHA will be required to provide resident hiring per San Francisco Housing Authority Policies and Section 3 federal requirements.

1.4 RESIDENT PARTNERSHIP PROCESS SUMMARY:

PREPARATION OF CAPITAL FUND PROGRAM 2005 ANNUAL SUBMISSION

The San Francisco Housing Authority has consistently involved residents in the development of modernization funding applications. The following are activities involving resident notifications and meetings regarding the 2005 Capital Fund Program Annual Submission.

On March 18, 2005, a letter and survey form translated in five (5) languages, was sent to Resident leaders, Tenant Associations, RMC's and Citywide Public Housing and Section 8 Residents informing them of the 2005 Public Housing Authority (PHA) Plan, annual submittal and its requirements. Over 13,000 families were summoned to meet at the West Bay Conference Center, located at 1230 Fillmore Street, San Francisco.

On April 16, 2005, a meeting was held with residents and resident leaders from Section 8 and public housing developments throughout the city. At this meeting the overall PHA Plan submittal process and requirements were discussed and an invitation to join the RAB was suggested. The role of this RAB would be to ensure resident participation throughout the application development process.

On April 19, 2005, Sub-Committees were established to discuss the different areas to be covered by the PHA Plan submittal. The CFP/HOPE VI subcommittee was established; along with two other RAB sub-committees, a Section 8-focused RAB sub-committee to discuss the Administrative Plan and a Lease sub-committee focusing in changes proposed to the existing lease. The first meeting of these committees was held on this date. The RABs reviewed and discussed the Annual Submission application schedule and process.

On April 26, 2005, the second meeting of the RAB subcommittees was held. The Performance and Evaluation Report for the 2001/02/03/04 Capital Fund Program were presented. The Committee then reviewed the budgets with specific modernization items listed. After discussion, the four program reports were approved. The ROSS Grant and potential HOPE VI applications were discussed.

On May 3, 2005, the third meeting of the RAB subcommittees was held. The RAB reviewed and discussed the program's strategy and priorities. The 2005 CFP/HOPE VI and Modernization strategies and priorities were defined. All Physical and Management Improvement items submitted for 2005 Annual Statement were reviewed and prioritized

On May 10, 2005, the fourth meeting of the RAB subcommittees was held. The 2005 Five-Year Plan strategies and priorities were defined. All Physical and Management Improvement items submitted for 2005 Five-Year Plan were reviewed and prioritized. The overall application schedule and process was then reviewed. The details of the Public Hearing were discussed and plan for a presentation by the RAB subcommittees was discussed. The RAB approved the proposed 2005 CFP Annual Statement and Five Year Plan as presented and discussed at this meeting.

On June 15, 2005, a Public Hearing on the 2005 PHA Plan Annual and the Capital Fund Program Submission was held at the West Bay Conference Center in the Fillmore District. All public housing and Section 8 residents were notified of this meeting by mail on June 5, 2005. The Public Hearing was advertised on local newspapers on April 27, 2005. Drafts of the 2005 PHA Plan and CFP annual Statement, revised Five-year Plan and Performance and Evaluation reports were posted at all Property Managers' Offices, Tenants Associations' Offices and SFHA management offices at 440 Turk and 1815 Egbert Avenue for public review during 45 days previous to this Public Hearing. The Plan's issues were presented and results were discussed in detail.

On June 23, 2005, SFHA staff presented the 2005 PHA Plan Annual Submission to the SFHA Commission Board for review and approval.

On July 15, 2005, the approved, Final 2005 PHA Plan and its attachments will be submitted to the local, United States Housing and Urban Development (HUD) office for approval.

1.5 LOCAL GOVERNMENT REVIEW

The SFHA has been participating in the city of San Francisco's Comprehensive Housing Affordability Strategy (CHAS) since early 1991. This group is coordinated by the Mayor's Office of Housing (MOH) and includes numerous other city agencies, community-based housing development organizations, housing advocacy groups, and service providers. In late 1997, a CHAS Public Housing Subcommittee was created and sponsored by the SFHA - it meets on a monthly basis, the second Tuesday of the month. This CHAS Subcommittee has been influential in assessing and reviewing of issues and gives support to the SFHA's tasks at hand, including HOPE VI, Modernization, and the SFHA's approach to development activities, along with getting continuous support from city agencies, non-profits and other stakeholders.

SFHA needs, based on the 2002 Comprehensive Plan for Physical Improvements and the 2002 Comprehensive Management Assessment Report and Improvement Plan have been discussed in the context of this citywide comprehensive housing planning process and have been developed in consultation with the CHAS Subcommittee. Long-range SFHA goals and information on the total SFHA physical and management improvement needs have been presented to this group, and made available at the management offices for their review. As new SFHA plans for improvements are developed and as funding is identified, they will also be discussed.

Under the leadership of the Executive Director, SFHA's 2005 PHA Plan implementation will re-evaluate needs and develop subsequent annual plans, and will continue to be coordinate with the Mayor's Office of Housing, Mayor's Office of Community Development, the San Francisco Redevelopment Agency, and other city agencies and stakeholders.

**Five-Year Action
Part I: Summary
Capital Fund Program (CFP) 2005 - 2009**

**U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing**

OMB Approval No. 2577-0157
(exp. 06/30/2005)

HA Name:	SAN FRANCISCO HOUSING AUTHORITY		Locality (City/County & State)		<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Revision No.	
			SAN FRANCISCO CITY AND COUNTY, CALIFORNIA				
CAL No.	Development Name	Work Statement for Year 1 FFY 2005	Work Statement for Year 2 FFY 2006	Work Statement for Year 3 FFY 2007	Work Statement for Year 4 FFY 2008	Work Statement for Year 5 FFY 2009	
1-1	HOLLY COURT	See Annual Statement	\$200,000	\$0	\$0	\$0	
1-2	POTRERO TERRACE		\$100,000	\$0	\$150,000	\$0	
1-3	SUNNYDALE		\$110,000	\$200,000	\$200,000	\$200,000	
1-8	WESTSIDE COURTS		\$300,000	\$400,000	\$100,000	\$400,000	
1-9	WESTBROOK APTS		\$250,000	\$400,000	\$100,000	\$100,000	
1-10	POTRERO ANNEX		\$0	\$150,000	\$100,000	\$150,000	
1-15	PING YUEN		\$100,000	\$320,000	\$3,479,640	\$320,000	
1-16	ALEMANY		\$0	\$100,000	\$0	\$100,000	
1-17	HUNTER'S POINT		\$0	\$150,000	\$100,000	\$150,000	
1-18 (1)	JFK TOWERS		\$0	\$320,000	\$120,000	\$320,000	
1-18 (3)	HUNTER'S VIEW		\$30,000	\$80,000	\$0	\$80,000	
1-18 (4)	ALICE GRIFFITH		\$550,000	\$100,000	\$150,000	\$100,000	
1-18 (5)	ROSA PARKS		\$330,000	\$300,000	\$250,000	\$300,000	
1-18 (6)	PING YUEN NORTH		\$0	\$0	\$0	\$0	
1-18 (7)	HAYES VALLEY A (VELASCO)		\$0	\$0	\$0	\$0	
1-18 (10)	WOODSIDE GARDENS		\$0	\$30,000	\$130,000	\$30,000	
1-18 (13)	MISSION DOLORES		\$0	\$0	\$120,000	\$0	
1-19 (1)	990 PACIFIC		\$250,000	\$30,000	\$0	\$30,000	
1-19 (2)	1750 McALLISTER		\$0	\$220,000	\$0	\$220,000	
1-20	3850 18th STREET		\$150,000	\$30,000	\$130,000	\$30,000	
1-21	320/330 CLEMENTINA		\$100,000	\$400,000	\$250,000	\$400,000	
1-23	1880 PINE		\$10,000	\$10,000	\$130,000	\$10,000	
1-27	350 ELLIS		\$0	\$130,000	\$0	\$130,000	
1-28	666 ELLIS		\$250,000	\$0	\$0	\$0	
1-29	345 ARGUELLO		\$150,000	\$0	\$0	\$0	
Signature of Executive Director Gregg Fortner, Executive Director X			Date: 6/23/05	Signature of Public Housing Director/Office of Native Americans Program Administrator X		Date: 6/23/05	

**Five-Year Action
Part I: Summary
Capital Fund Program (CFP) 2005 - 2009**

**U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing**

OMB Approval No. 2577-0157
(exp. 06/30/2005)

HA Name:	SAN FRANCISCO HOUSING AUTHORITY		Locality (City/County & State)		<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Revision No.
			SAN FRANCISCO CITY AND COUNTY, CALIFORNIA			
CAL No.	Development Name	Work Statement for Year 1 FFY 2005	Work Statement for Year 2 FFY 2006	Work Statement for Year 3 FFY 2007	Work Statement for Year 4 FFY 2008	Work Statement for Year 5 FFY 2009
1-30A	452 DUBOCE	See Annual Statement	\$145,000	\$0	\$60,000	\$0
1-30B	75-77 COLERIDGE		\$0	\$0	\$0	\$0
1-30C	101-103 LUNDY'S LN		\$0	\$0	\$0	\$0
1-31	25 SANCHEZ		\$200,000	\$190,000	\$0	\$190,000
1-32	1760 BUSH		\$0	\$650,000	\$0	\$650,000
1-33	275 THRIFT		\$0	\$0	\$0	\$0
1-34	4101 NORIEGA		\$0	\$20,000	\$0	\$20,000
1-34	200 RANDOLPH		\$100,000	\$20,000	\$0	\$20,000
1-34	363 NOE		\$63,960	\$10,000	\$130,360	\$10,000
1-35	2606-68 GREAT HWY		\$0	\$0	\$0	\$0
1-35	2698 CALIFORNIA		\$0	\$180,000	\$0	\$180,000
1-36	227 BAY		\$54,000	\$168,572	\$0	\$168,572
1-37	491 31st AVE		\$150,000	\$20,000	\$0	\$20,000
1-39A	939 EDDY STREET		\$150,000	\$20,000	\$0	\$20,000
1-39B	951 EDDY STREET		\$0	\$0	\$0	\$0
1-41	430 TURK STREET		\$0	\$290,000	\$0	\$290,000
1-42	SAN JULE APTS		\$0	\$0	\$0	\$0
1-43	ROBERT PITTS APTS		\$0	\$0	\$0	\$0
A.	HA-Wide		\$1,807,040	\$841,428	\$100,000	\$100,000
B.	Physical Improvements Subtotal		\$5,800,000	\$5,800,000	\$5,800,000	\$5,800,000
C.	Management Improvement		\$2,800,000	\$2,800,000	\$2,800,000	\$2,800,000
E.	Administration		\$1,400,000	\$1,400,000	\$1,400,000	\$1,400,000
F.	Fees and Costs		\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000
G.	Operations		\$2,800,000	\$2,800,000	\$2,800,000	\$2,800,000
	Total CGP Funds		\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000
	Total Non-CGP Funds					
	Grand Total		\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000
Signature of Executive Director Gregg Fortner, Executive Director X			Date: 6/23/05	Signature of Public Housing Director/Office of Native Americans Program Administrator X		
				Date: 6/23/05		

Five-Year Action Plan / 2005-2009
Part II: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program (CFP)

**U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing**

Work Statement for Year 1 FFY 2005	Work Statement for Year 2 2006		Work Statement for Year 3 2007			
	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs
See Annual Statement	<u>CAL 1-1, Holly Courts</u> Exterior improvements, repairs painting	100%	\$200,000	<u>CAL 1-1, Holly Courts</u>		
	<u>CAL 1-2 Potrero Terrace</u> Exterior security lighting	100%	\$10,000	<u>CAL 1-2 Potrero Terrace</u>		
	Security fencing	100%	\$50,000			
	Rehab. play equipment	100%	\$40,000			
	<u>CAL 1-3, Sunnydale</u> Security fencing	100%	\$50,000	<u>CAL 1-3, Sunnydale</u> Plumbing repairs	100%	\$100,000
	Rehab. play equipment	100%	\$40,000	Electrical repairs	100%	\$100,000
	Roof drainage repairs	100%	\$10,000			
	Openable window grilles	100%	\$10,000			
	<u>CAL 1-8, Westside Courts</u> Exterior improvements, repairs painting (Phase II)	100%	\$150,000	<u>CAL 1-8, Westside Courts</u> Exterior improvements, repairs painting (Phase II)	100%	\$250,000
	Water main and sewer improvements (Phase I)	100%	\$150,000	Water main and sewer improvements (Phase II)	100%	\$150,000
	<u>CAL 1-9, Westbrook</u> Dry rot repairs	100%	\$50,000	<u>CAL 1-9, Westbrook</u> Bathrooms repairs/improvements (Phase I)	100%	\$250,000
	Unit rehabilitation	100%	\$50,000	Exterior security lighting	100%	\$50,000
	Landscaping and irrigation	100%	\$150,000	Laundry facilities	100%	\$50,000
				New mailboxes	100%	\$50,000
	<u>CAL 1-10, Potrero Annex</u> Plumbing repairs			<u>CAL 1-10, Potrero Annex</u> Plumbing repairs	100%	\$75,000
			Electrical repairs	100%	\$75,000	
<u>CAL 1-15, Ping Yuen</u> Roofing repairs	100%	\$100,000	<u>CAL 1-15, Ping Yuen</u> Exterior security lighting	100%	\$240,000	
			Install intercom system	100%	\$80,000	
<u>CAL 1-16, Alemany</u> Plumbing repairs			<u>CAL 1-16, Alemany</u> Plumbing repairs	100%	\$50,000	
			Electrical repairs	100%	\$50,000	
<u>CAL 1-17A, Hunters' Point</u> Plumbing repairs			<u>CAL 1-17A, Hunters' Point</u> Plumbing repairs	100%	\$75,000	
			Electrical repairs	100%	\$75,000	

Signature of Executive Director
Gregg Fortner, Executive Director
X

Date: 6/23/05

Signature of Public Housing Director/Office of Native
Americans Program Administrator
X

Date: 6/23/05

Part II: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program (CFP)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Work Statement for Year 1 FFY 2005	Work Statement for Year 2 2006		Work Statement for Year 3 2007			
	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs
See Annual Statement	<u>CAL 1-18(1), JFK Towers</u>			<u>CAL 1-18(1), JFK Towers</u> Window replacement Intercom system	100% 100%	\$300,000 \$20,000
	<u>CAL 1-18(3) Hunters' View</u> Repair floor drain at three story buildings	100%	\$30,000	<u>CAL 1-18(3) Hunters' View</u> Exterior security lighting Security fencing	100% 100%	\$30,000 \$50,000
	<u>CAL 1-18(4) Alice Griffith</u> Openable window grilles Exterior painting	100% 100%	\$50,000 \$500,000	<u>CAL 1-18(4) Alice Griffith</u> Plumbing repairs Electrical repairs	100% 100%	\$50,000 \$50,000
	<u>CAL 1-18(5) Rosa Parks</u> Paving repairs/sitework Roofing	100% 100%	\$80,000 \$250,000	<u>CAL 1-18(5) Rosa Parks</u> Elevators repair Intercom system	100% 100%	\$300,000 \$20,000
	<u>CAL 1-18 (6), Ping Yuen North</u>			<u>CAL 1-18 (6), Ping Yuen North</u>		
	<u>CAL 1-18 (7), Hayes Valley, Velasco</u>			<u>CAL 1-18 (7), Hayes Valley, Velasco</u>		
	<u>CAL 1-18 (10), Woodside Gardens</u>			<u>CAL 1-18 (10), Woodside Gardens</u> Intercom system	100%	\$30,000
	<u>CAL 1-18 (13), Mission Dolores</u>			<u>CAL 1-18 (13), Mission Dolores</u>		
	<u>CAL 1-19 (1), 990 Pacific Ave.</u> Roofing replacement Exterior painting Modify existing window bar system at ground floor	100% 100% 100%	\$250,000 \$150,000 \$100,000	<u>CAL 1-19 (1), 990 Pacific Ave.</u> Intercom system	100%	\$30,000
	<u>CAL 1-19 (2), 1750 McAllister St.</u>			<u>CAL 1-19 (2), 1750 McAllister St.</u> Intercom system Emergency Generator	100% 100%	\$20,000 \$200,000
	<u>CAL 1-20, 3850 18th St.</u> Emergency Generator	100%	\$150,000	<u>CAL 1-20, 3850 18th St.</u> Intercom system	100%	\$30,000
	Signature of Executive Director Gregg Fortner, Executive Director X	Date: 6/23/05		Signature of Public Housing Director/Office of Native Americans Program Administrator X	Date: 6/23/05	

Part II: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program (CFP)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Work Statement for Year 1 FFY 2005	Work Statement for Year 2 2006		Work Statement for Year 3 2007			
	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs
See Annual Statement	<u>CAL 1-21, 320/330 Clementina St.</u> Site improvements including breezeway	100%	\$100,000	<u>CAL 1-21, 320/330 Clementina</u> Elevators repair	100%	\$400,000
	<u>CAL 1-23, 1880 Pine St.</u> Paving repairs/sitework	100%	\$10,000	<u>CAL 1-23, 1880 Pine St.</u> Paving repairs/sitework	100%	\$10,000
	<u>CAL 1-27, 350 Ellis St</u>			<u>CAL 1-27, 350 Ellis St</u> Elevators repair	100%	\$130,000
	<u>CAL 1-28, 666 Ellis St</u> Window Replacement	100%	\$250,000	<u>CAL 1-28, 666 Ellis St</u>		
	<u>CAL 1-29, 345 Arquello St.</u> Stand by Generator	100%	\$150,000	<u>CAL 1-29, 345 Arquello St.</u>		
	<u>CAL 1-30A, 462 Duboce St.</u> Stand by Generator	100%	\$145,000	<u>CAL 1-30A, 462 Duboce St.</u>		
	<u>CAL 1-30B, 75-77 Coleridge St.</u>			<u>CAL 1-30B, 75-77 Coleridge St.</u>		
	<u>CAL 1-30C, 101-03 Lundys Lane</u>			<u>CAL 1-30C, 101-03 Lundys Lane</u>		
	<u>CAL 1-31, 25 Sanchez St.</u> Stand by Generator	100%	\$200,000	<u>CAL 1-31, 25 Sanchez St.</u> Elevators repair	100%	\$190,000
	<u>CAL 1-32, 1760 Bush St.</u>			<u>CAL 1-32, 1760 Bush St.</u> Elevators repair Upgrade ventilation system	100% 100%	\$400,000 \$250,000
	<u>CAL 1-33, 275 Thrift</u>			<u>CAL 1-33, 275 Thrift</u>		
	<u>CAL 1-34, 4101 Noriega Street</u>			<u>CAL 1-34, 4101 Noriega Street</u> Intercom system	100%	\$20,000
<u>CAL 1-34, 363 Noe St.</u> Waterproofing	100%	\$63,960	<u>CAL 1-34, 363 Noe St.</u> Window repairs	100%	\$10,000	
Signature of Executive Director Gregg Fortner, Executive Director X	Date: 6/23/05		Signature of Public Housing Director/Office of Native Americans Program Administrator X	Date: 6/23/05		

Part II: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program (CFP)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Work Statement for Year 1 FFY 2005	Work Statement for Year 2 2006		Work Statement for Year 3 2007			
	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs
See Annual Statement	<u>CAL 1-34, 200 Randolph Street</u> Exterior Improvements, repairs, painting (FA)	100%	\$100,000	<u>CAL 1-34, 200 Randolph Street</u> Intercom system	100%	\$20,000
	<u>CAL 1-34, Great Highway</u>			<u>1-34, Great Highway</u>		
	<u>CAL 1-35, 2698 California Street</u>			<u>CAL 1-35, 2698 California Street</u> Ventilation system	100	\$180,000
	<u>CAL 1-36, 227 Bay Street</u> Change from carpet to linoleum/units and common areas	100%	\$54,000	<u>CAL 1-36, 227 Bay Street</u> Intercom system Elevators repair	100% 100%	\$20,000 \$148,572
	<u>CAL 1-37, 491 31st Ave.</u> Stand by Generator	100%	\$150,000	<u>CAL 1-37, 491 31st Ave.</u> Intercom system	100%	\$20,000
	<u>CAL 1-39A, 939 Eddy St.</u> Stand by Generator	100%	\$150,000	<u>CAL 1-39A, 939 Eddy St.</u> Intercom system	100%	\$20,000
	<u>CAL 1-39B, 951 Eddy St.</u>			<u>CAL 1-39B, 951 Eddy St.</u>		
	<u>CAL 1-41, 430 Turk St.</u>			<u>CAL 1-41, 430 Turk St.</u> Intercom system Fire alarm system	100% 100%	\$20,000 \$270,000
	<u>CAL 1-42, San Jule Apts.</u>			<u>CAL 1-42, San Jule Apts.</u>		
	<u>CAL 1-43, Robert B. Pitts</u>			<u>CAL 1-43, Robert B. Pitts</u>		
Signature of Executive Director Gregg Fortner, Executive Director X			Date: 6/23/05	Signature of Public Housing Director/Office of Native Americans Program Administrator X		
				Date: 6/23/05		

Part II: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program (CFP)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Work Statement for Year 1 FFY 2005	Work Statement for Year 2 2006		Work Statement for Year 3 2007			
	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs
See Annual Statement	<u>PHA-Wide</u>			<u>PHA-Wide</u>		
	HA-Wide Lead Abatement	As req.	\$100,000	HA-Wide Lead Abatement	As req.	\$50,000
	HA-Wide Asbestos Abatement	As req.	\$100,000	HA-Wide Asbestos Abatement	As req.	\$50,000
	Mold and Mildew Remediation	As req.	\$75,000	Mold and Mildew Remediation	As req.	\$25,000
	Blood-born pathogens decontamination	As req.	\$25,000	Blood-born pathogens decontamination	As req.	\$25,000
	HA-Wide 504/ADA reasonable accommodations (FA)	As req.	\$100,000	HA-Wide 504/ADA reasonable accommodations (FA)	As req.	\$50,000
	HA-Wide fire unit repair and vacant units rehabilitation (FA)	As req.	\$100,000	HA-Wide fire unit repair and vacant units rehabilitation (FA)	As req.	\$50,000
	HA-Wide New appliances	As req.	\$100,000	HA-Wide New appliances	As req.	\$50,000
	HA-Wide Sidewalk repair/replacement and fences (FA)	As req.	\$100,000	HA-Wide Sidewalk repair/replacement and fences (FA)	As req.	\$50,000
	HA-Wide Community facilities and Playground repairs/replacem.	As req.	\$100,000	HA-Wide Community facilities and Playground repairs/replacem.	As req.	\$50,000
	Hardwire smoke detectors	As req.	\$100,000	Hardwire smoke detectors	As req.	\$50,000
	Elevator upgrades	As req.	\$100,000	Elevator upgrades	As req.	\$25,000
	Surveillance cameras	As req.	\$150,000	Surveillance cameras	As req.	\$25,000
	Modernization of Property Offices PHA Wide (FA)	As req.	\$50,000	Modernization of Property Offices PHA Wide (FA)	As req.	\$50,000
	Landscaping	As req.	\$50,000	Landscaping	As req.	\$25,000
	Rooftop ventilation and heat pump improvements	As req.	\$32,040	Rooftop ventilation and heat pump improvements	As req.	\$32,040
	Electrical Improvements	As req.	\$100,000	Electrical Improvements	As req.	\$25,000
	Plumbing Improvements	As req.	\$100,000	Plumbing Improvements	As req.	\$50,000
	HVAC Improvements	As req.	\$100,000	HVAC Improvements	As req.	\$50,000
	HQS (FA)	As req.	\$100,000	HQS (FA)	As req.	\$50,000
Intercom systems	As req.	\$25,000	Intercom systems	As req.	\$25,000	
HA Wide interior common space improvements, including furnishi	As req.	\$100,000	HA Wide interior common space improvements, including furnishi	As req.	\$34,388	
<u>Fees and Costs</u>	100%	\$1,200,000	<u>Fees and Costs</u>	100%	\$1,200,000	
<u>Administration of CGP (10%)</u>	100%	\$1,400,000	<u>Administration of CGP (10%)</u>	100%	\$1,400,000	
<u>Operaing Subsidy</u>	100%	\$2,800,000	<u>Operaing Subsidy</u>	100%	\$2,800,000	
Subtotal of Estimated Cost:			\$11,200,000	Subtotal of Estimated Cost:		\$11,200,000
Signature of Executive Director Gregg Fortner, Executive Director X		Date: 6/23/05		Signature of Public Housing Director/Office of Native Americans Program Administrator X		Date: 6/23/05

Part II: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program (CFP)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Work Statement for Year 4 2008			Work Statement for Year 5 2009		
Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs
<u>CAL 1-1, Holly Courts</u>			<u>CAL 1-1, Holly Courts</u>		
<u>CAL 1-2 Potrero Terrace</u> Plumbing repairs	100%	\$150,000	<u>CAL 1-2 Potrero Terrace</u> Electrical repairs	100%	\$118,212
<u>CAL 1-3, Sunnysdale</u> Plumbing repairs	100%	\$100,000	<u>CAL 1-3, Sunnysdale</u> Plumbing repairs	100%	\$100,000
Electrical repairs	100%	\$100,000	Electrical repairs	100%	\$100,000
<u>CAL 1-8, Westside Courts</u> Plumbing repairs	100%	\$50,000	<u>CAL 1-8, Westside Courts</u> Plumbing repairs	100%	\$50,000
Electrical repairs	100%	\$50,000	Electrical repairs	100%	\$50,000
<u>CAL 1-9, Westbrook</u> Plumbing repairs	100%	\$50,000	<u>CAL 1-9, Westbrook</u> Plumbing repairs	100%	\$50,000
Electrical repairs	100%	\$50,000	Electrical repairs	100%	\$50,000
<u>CAL 1-10, Potrero Annex</u> Plumbing repairs	100%	\$50,000	<u>CAL 1-10, Potrero Annex</u> Plumbing repairs	100%	\$50,000
Electrical repairs	100%	\$50,000	Electrical repairs	100%	\$50,000
<u>CAL 1-15, Ping Yuen</u> Paving repairs/sitework	100%	\$60,000	<u>CAL 1-15, Ping Yuen</u>		
Plumbing repairs	100%	\$1,240,000			
Windows repairs	100%	\$2,179,640			
<u>CAL 1-16, Alemany</u>			<u>CAL 1-16, Alemany</u>		
<u>CAL 1-17A, Hunters' Point</u> Plumbing repairs	100%	\$50,000	<u>CAL 1-17A, Hunters' Point</u> Plumbing repairs	100%	\$50,000
Electrical repairs	100%	\$50,000			
<u>CAL 1-18(1), JFK Towers</u> Ventilation system	100%	\$120,000	<u>CAL 1-18(1), JFK Towers</u>		
Signature of Executive Director Gregg Fortner, Executive Director X			Signature of Public Housing Director/Office of Native Americans Program Administrator X		
Date: 6/23/05			Date: 6/23/05		

Part II: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program (CFP)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Work Statement for Year 4 2008			Work Statement for Year 5 2009		
Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs
<u>CAL 1-18(3) Hunters' View</u>			<u>CAL 1-18(3) Hunters' View</u>		
<u>CAL 1-18(4) Alice Griffith</u> Plumbing repairs	100%	\$75,000	<u>CAL 1-18(4) Alice Griffith</u> Plumbing repairs	100%	\$75,000
Electrical repairs	100%	\$75,000	Electrical repairs	100%	\$75,000
<u>CAL 1-18(5) Rosa Parks</u> Ventilation system	100%	\$250,000	<u>CAL 1-18(5) Rosa Parks</u>		
<u>CAL 1-18 (6). Ping Yuen North</u>			<u>CAL 1-18 (6). Ping Yuen North</u> Boiler replacement	100%	\$300,000
			Window replacement	100%	\$2,000,000
<u>CAL 1-18 (7). Hayes Valley, Velasco</u>			<u>CAL 1-18 (7). Hayes Valley, Velasco</u>		
<u>CAL 1-18 (10). Woodside Gardens</u> Ventilation system	100%	\$130,000	<u>CAL 1-18 (10). Woodside Gardens</u>		
<u>CAL 1-18 (13). Mission Dolores</u> Ventilation system	100%	\$120,000	<u>CAL 1-18 (13). Mission Dolores</u>		
<u>CAL 1-19 (1), 990 Pacific Ave.</u>			<u>CAL 1-19 (1), 990 Pacific Ave.</u> Boiler replacement	100%	\$250,000
			Range replacement	100%	\$120,000
<u>CAL 1-19 (2), 1750 McAllister St.</u>			<u>CAL 1-19 (2), 1750 McAllister St.</u> Plumbing/heating improvements	100%	\$200,000
			Ventilation system	100%	\$120,000
<u>CAL 1-20, 3850 18th St.</u> Fire alarm system	100%	\$130,000	<u>CAL 1-20, 3850 18th St.</u>		
<u>CAL 1-21, 320/330 Clementina St.</u> Ventilation system	100%	\$250,000	<u>CAL 1-21, 320/330 Clementina</u>		
Signature of Executive Director Gregg Fortner, Executive Director X	Date: 6/23/05		Signature of Public Housing Director/Office of Native Americans Program Administrator X	Date: 6/23/05	

Part II: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program (CFP)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Work Statement for Year 4 2008			Work Statement for Year 5 2009		
Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs
<u>CAL 1-23, 1880 Pine St.</u> Ventilation system	100%	\$130,000	<u>CAL 1-23, 1880 Pine St.</u>		
<u>CAL 1-27, 350 Ellis St</u>			<u>CAL 1-27, 350 Ellis St</u>		
<u>CAL 1-28, 666 Ellis St</u>			<u>CAL 1-28, 666 Ellis St</u>		
<u>CAL 1-29, 345 Arguello St.</u>			<u>CAL 1-29, 345 Arguello St.</u> Carpeting	100%	\$10,000
			Ventilation system		\$60,000
<u>CAL 1-30A, 462 Duboce St.</u> Ventilation system	100%	\$60,000	<u>CAL 1-30A, 462 Duboce St.</u> Boilers replacement	100%	\$80,000
			Heating system upgrades	100%	\$50,000
<u>CAL 1-30B, 75-77 Coleridge St.</u>			<u>CAL 1-30B, 75-77 Coleridge St.</u>		
<u>CAL 1-30C, 101-03 Lundys Lane</u>			<u>CAL 1-30C, 101-03 Lundys Lane</u>		
<u>CAL 1-31, 25 Sanchez St.</u>			<u>CAL 1-31, 25 Sanchez St.</u> Boilers replacement	100%	\$250,000
			Carpeting	100%	\$20,000
			Ventilation system	100%	\$120,000
<u>CAL 1-32, 1760 Bush St.</u>			<u>CAL 1-32, 1760 Bush St.</u> Plumbing upgrades	100%	\$100,000
<u>CAL 1-33, 275 Thrift</u>			<u>CAL 1-33, 275 Thrift</u>		
<u>CAL 1-34, 4101 Noriega Street</u>			<u>CAL 1-34, 4101 Noriega Street</u> Electrical upgrades	100%	\$80,000
			Plumbing upgrades	100%	\$61,788
<u>CAL 1-34, 363 Noe St.</u> Ventilation system	100%	\$130,360	<u>CAL 1-34, 363 Noe St.</u>		
Signature of Executive Director Gregg Fortner, Executive Director X			Signature of Public Housing Director/Office of Native Americans Program Administrator X		
Date: 6/23/05			Date: 6/23/05		

Part II: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program (CFP)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Work Statement for Year 4 2008		Work Statement for Year 5 2009			
Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs
<u>CAL 1-34, 200 Randolph Street</u>			<u>CAL 1-34, 200 Randolph Street</u>		
<u>CAL 1-34, Great Highway</u>			<u>1-34, Great Highway</u>		
<u>CAL 1-35, 2698 California Street</u>			<u>CAL 1-35, 2698 California Street</u> Plumbing upgrades	100%	\$170,000
<u>CAL 1-36, 227 Bay Street</u>			<u>CAL 1-36, 227 Bay Street</u>		
<u>CAL 1-37, 491 31st Ave.</u>			<u>CAL 1-37, 491 31st Ave.</u> Carpeting Ventilation system	100% 100%	\$70,000 \$100,000
<u>CAL 1-39A, 939 Eddy St.</u>			<u>CAL 1-39A, 939 Eddy St.</u> Boilers replacement Carpeting Upgrade heating system	100% 100% 100%	\$280,000 \$40,000 \$40,000
<u>CAL 1-39B, 951 Eddy St.</u>					
<u>CAL 1-41, 430 Turk St.</u>			<u>CAL 1-41, 430 Turk St.</u> Boilers replacement Plumbing upgrades Ventilation system	100% 100% 100%	\$220,000 \$40,000 \$100,000
<u>CAL 1-42, San Jule Apts.</u>					
<u>CAL 1-43, Robert B. Pitts</u>			<u>CAL 1-43, Robert B. Pitts</u>		
<u>PHA-Wide</u> HQS	100%	\$50,000	<u>PHA-Wide</u> HQS		\$50,000
HA-Wide fire unit repair and vacant units rehabilitation (FA)		\$50,000	HA-Wide fire unit repair and vacant units rehabilitation (FA)		\$50,000
Signature of Executive Director Gregg Fortner, Executive Director X	Date: 6/23/05		Signature of Public Housing Director/Office of Native Americans Program Administrator X	Date: 6/23/05	

Part II: Supporting Pages
 Physical Needs Work Statement(s)
 Capital Fund Program (CFP)

U.S. Department of Housing
 and Urban Development
 Office of Public and Indian Housing

Work Statement for Year 4 2008			Work Statement for Year 5 2009		
Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs
<u>Fees and Costs</u>	100%	\$1,200,000	<u>Fees and Costs</u>	100%	\$1,200,000
<u>Administration of CGP (10%)</u>	100%	\$1,400,000	<u>Administration of CGP (10%)</u>	100%	\$1,400,000
<u>Operaing Subsidy</u>	100%	\$2,800,000	<u>Operaing Subsidy</u>	100%	\$2,800,000
Subtotal of Estimated Cost:		\$11,200,000	Subtotal of Estimated Cost:		\$11,200,000
Signature of Executive Director Gregg Fortner, Executive Director X			Signature of Public Housing Director/Office of Native Americans Program Administrator X		
Date: 6/23/05			Date: 6/23/05		

**Five-Year Action Plan
Part III: Supporting Pages
Management Needs Work Statement(s)
Capital Fund Program (CFP)**

**U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing**

Work Statement	Work Statement for Year 2 2006	Activities		Work Statement for Year 3 2007	Activities		
for Year 1 FFY 2005	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs	Development Number/Name/General Description Major Work Category	Quantity	Estimated Costs	
See Annual Statement	1. Computer Software and equipment upgrade	100%	\$200,000	1. Computer Software and equipment upgrade	100%	\$200,000	
	2. Community Supportive Services	100%	\$800,000	2. Community Supportive Services	100%	\$800,000	
	3. Improve security	100%	\$1,800,000	3. Improve security	100%	\$1,800,000	
	Subtotal of Estimated Cost:			\$2,800,000	Subtotal of Estimated Cost:		
Signature of Executive Director Gregg Fortner, Executive Director X		Date:		Signature of Public Housing Director/Office of Native Americans Program Administrator X		Date:	

**Part III: Supporting Pages
Management Needs Work Statement(s)
Capital Fund Program (CFP)**

**U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing**

Work Statement for Year 1 FFY 2005	Work Statement for Year 4 2008			Work Statement for Year 5 2009							
	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs					
See Annual Statement	1. Computer Software and equipment upgrade	100%	\$200,000	1. Computer Software and equipment upgrade	100%	\$200,000					
	2. Community Supportive Services	100%	\$800,000	2. Community Supportive Services	100%	\$800,000					
	3. Improve security	100%	\$1,800,000	3. Improve security	100%	\$1,800,000					
	Subtotal of Estimated Cost: \$2,800,000			Subtotal of Estimated Cost: \$2,800,000							
Signature of Executive Director Gregg Fortner, Executive Director X			Date:			Signature of Public Housing Director/Office of Native Americans Program Administrator X			Date:		

PHA Name: SAN FRANCISCO HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant No: CA39P001501-05 Replacement Housing Factor Grant No:		Federal FY of Grant: 2005 CFP	
Original Annual Statement: <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending:			Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:) Final Performance and Evaluation Report		
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost ²	
		Original	Revised ¹	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$2,800,000			
3	1408 Management Improvements Soft Costs	\$2,800,000			
	Management Improvements Hard Costs	\$0			
4	1410 Administration	\$1,400,000			
5	1411 Audit	\$0			
6	1415 Liquidated Damages	\$0			
7	1430 Fees and Costs	\$1,227,729			
8	1440 Site Acquisition	\$0			
9	1450 Site Improvement	\$1,564,754			
10	1460 Dwelling Structures	\$4,057,517			
11	1465.1 Dwelling Equipment—Nonexpendable	\$0			
12	1470 Nondwelling Structures	\$0			
13	1475 Nondwelling Equipment	\$150,000			
14	1485 Demolition	\$0			
15	1490 Replacement Reserve	\$0			
16	1492 Moving to Work Demonstration	\$0			
17	1495.1 Relocation Costs	\$0			
18	1499 Development Activities	\$0			
19	1502 Contingency	\$0			
TOTAL CFP Funds		\$14,000,000			
Amount of Annual Grant: (sum of lines.....)		\$14,000,000			
Amount of lines 1430 and 1460 Related to LBP Activities		\$500,000			
Amount of lines 1450, 1460 Related to Section 504 compliance		\$579,000			
Amount of lines 1408 Related to Security –Soft Costs		\$1,370,000			
Amount of lines 1450, 1460 related to Security-- Hard Costs		\$800,754			
Amount of lines 1450, 1460 Related to Energy Conservation Measures		#REF!			
Collateralization Expenses or Debt Service		\$0			
Signature of Executive Director and X Gregg Fortner, Executive Director			Date		
Signature of Public Housing Director X			Date		

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: SAN FRANCISCO HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant No: CA39P001501-05 Replacement Housing Factor Grant No:				Federal FY of Grant: 2005 CFP		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work ²
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
CAL 1-2 Potrero Terrace	Site electrical improvements	1450	100%	\$ 200,754				
	Needs buildings re-piped underneath at 1620-1628/1035-1053/1000-1028 Connecticut	1460	100%	\$ 100,000				
	New boiler set up and piping	1460	100%	\$ 120,000				
CAL 1-3, Sunnysdale	Plumbing repairs	1460	100%	\$ 100,000				
	Electrical repairs	1460	100%	\$ 100,000				
CAL 1-8, Westside Courts	Exterior improvements, repairs, painting	1460	100%	\$ 250,000				
CAL 1-10, Potrero Annex	Slide repairs. Erosion stabilization	1450	100%	\$ 50,000				
	Replace sewer at 89/91 Watchman Way	1450	100%	\$ 170,000				
	Site electrical improvements	1450	100%	\$ 100,000				
CAL 1-15, Ping Yuen	Telephone lines-838/711/795 Pacific-pull and replace with ABS conduit	1450	100%	\$ 50,000				
	Security Window Screen for ground floorunits and Centers.	1460	100%	\$ 10,000				
CAL 1-16, Alemany	Needs wrought iron perimeter fencing	1450	100%	\$ 100,000				
CAL 1-17A, Hunters' Point	Exterior security lighting	1450	100%	\$ 140,000				
	Fire escapes	1460	100%	\$ 10,000				
	Bay Window Repairs	1460	100%	\$ 125,000				
CAL 1-18(3), Hunters View	Exterior security lighting	1450	100%	\$ 30,000				
	Security Fencing	1450	100%	\$ 50,000				
CAL 1-18 (4), Alice Griffith	Exterior security lighting	1450	100%	\$ 160,000				
	ADA/504 Playground accessibility	1450	100%	\$ 104,000				
	Heating System Repairs	1460	100%	\$ 150,000				
CAL 1-18 (7), Hayes Valley, Velasco	Boiler repair/replacementBoiler	1460	100%	\$ 100,000				
CAL 1-19 (1), 990 Pacific Ave.	Range and Cabinets Replacement (Kitchen Improvement)	1460	100%	\$ 119,600				
CAL 1-19 (2), 1750 McAllister St.	Elevator repairs	1460	100%	\$ 312,040				
CAL 1-20, 3850 18th St.	Elevator repairs	1460	100%	\$ 147,000				
Signature of Executive Director and X Gregg Fortner, Executive Director		Date		Signature of Public Housing Director/Programs Administrator X			Date	

¹To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

²To be completed for the Performance and Evaluation Report.

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work ²	
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²		
CAL 1-27, 350 Ellis St	Exterior security lighting	1450	100%	\$ 10,000					
CAL 1-30A, 462 Duboce St.	Exterior improvements, repairs, painting	1460	100%	\$ 100,000					
CAL 1-32, 1760 Bush St.	Elevator repairs	1460	100%	\$ 256,000					
CAL 1-34, 363 Noe St.	Exterior improvements, repairs, painting	1460	100%	\$ 63,960					
CAL 1-34, 200 Randolph Street	Exterior improvements, repairs, painting	1460	100%	\$ 100,000					
CAL 1-37, 491 31st Ave.	Exterior improvements, repairs, painting	1460	100%	\$ 100,000					
CAL 1-41, 430 Turk Street	Stand by generator	1460	100%	\$ 200,000					
PHA-Wide:									
	HA-Wide Hazardous Material Abatement	1460	As Req.	\$ 450,000					
	HA-Wide 504/ADA reasonable accommodations (FA)	1460	As Req.	\$ 175,000					
	HA-Wide fire unit repair and vacant units rehabilitation (FA)	1460	As Req.	\$ 100,000					
	HA-Wide New appliances	1465	As Req.	\$ 100,000					
	HA-Wide Sidewalk repair/replacement, fences and site accessibility (FA)	1450	As Req.	\$ 250,000					
	Hardwire smoke detectors	1460	As Req.	\$ 100,000					
	Elevator upgrades	1460	As Req.	\$ 100,000					
	Modernization of Property Offices PHA Wide (FA)	1470	As Req.	\$ 50,000					
	Electrical Improvements	1460	As Req.	\$ 100,000					
	Plumbing Improvements	1460	As Req.	\$ 100,000					
	HVAC Improvements	1460	As Req.	\$ 143,917					
	HQS (FA)	1460	As Req.	\$ 100,000					
	Intercom systems	1460	As Req.	\$ 75,000					
	HA Wide interior common space improvements, including furnishings, fixtures and equipment (FA)	1460	As Req.	\$ 150,000					
	Subtotal Construction			\$ 5,622,271					
NON-DWELLING EQUIPMENT									
	Surveillance cameras	1475	As Req.	\$ 150,000					
	Computer Hardware	1475	100%	\$ -					
	Subtotal Non-Dwelling Equipment			\$ 150,000					
Signature of Executive Director and		Date		Signature of Public Housing Director/Programs Administrator				Date	
X Gregg Fortner, Executive Director				X					

¹To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

²To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule

PHA Name:		Grant Type and Number						Federal FY of Grant:	
SAN FRANCISCO HOUSING AUTHORITY		Capital Fund Program No: CA39P001501-05						2005 CFP	
Development Number		All Fund Obligated			All Funds Expended			Reasons for Revised Target Dates	
Name/HA-Wide Activities		(Quarter Ending Date)			(Quarter Ending Date)				
		Original	Revised	Actual	Original	Revised	Actual		
CAL 1-2 Potrero Terrace	Site electrical improvements	9/30/2007			9/30/2009				
	Needs buildings re-piped underneath at 1620-1628/1035-1053/1000-1028 Connecticut	9/30/2007			9/30/2009				
	New boiler set up and piping	9/30/2007			9/30/2009				
CAL 1-3, Sunnydale	Plumbing repairs	9/30/2007			9/30/2009				
	Electrical repairs	9/30/2007			9/30/2009				
CAL 1-8, Westside Courts	Exterior improvements, repairs, painting	9/30/2007			9/30/2009				
CAL 1-10, Potrero Annex	Slide repairs. Erosion stabilization	9/30/2007			9/30/2009				
	Replace sewer at 89/91 Watchman Way	9/30/2007			9/30/2009				
	Site electrical improvements	9/30/2007			9/30/2009				
CAL 1-15, Ping Yuen	Telephone lines-838/711/795 Pacific-pull and replace with ABS conduit	9/30/2007			9/30/2009				
	Security Window Screen for ground floorunits and Centers.	9/30/2007			9/30/2009				
CAL 1-16, Alemany	Needs wrought iron perimeter fencing	9/30/2007			9/30/2009				
CAL 1-17A, Hunters' Point	Exterior security lighting	9/30/2007			9/30/2009				
	Fire escapes	9/30/2007			9/30/2009				
	Bay Window Repairs	9/30/2007			9/30/2009				
CAL 1-18(3), Hunters View	Exterior security lighting	9/30/2007			9/30/2009				
	Security Fencing	9/30/2007			9/30/2009				
CAL 1-18 (4), Alice Griffith	Exterior security lighting	9/30/2007			9/30/2009				
	ADA/504 Playground accessibility	9/30/2007			9/30/2009				
	Heating System Repairs	9/30/2007			9/30/2009				
CAL 1-18 (7), Hayes Valley, Velasco	Boiler repair/replacementBoiler	9/30/2007			9/30/2009				
CAL 1-19 (1), 990 Pacific Ave.	Range and Cabinets Replacement	9/30/2007			9/30/2009				
CAL 1-19 (2), 1750 McAllister St.	Elevator repairs	9/30/2007			9/30/2009				
CAL 1-20, 3850 18th St.	Elevator repairs	9/30/2007			9/30/2009				
Signature of Executive Director and				Date	Signature of Public Housing Director/Programs Administrator				Date
X Gregg Fortner, Executive Director					X				

¹To be completed for the Performance and Evaluation Report or a revised Annual Statement.

²To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule

PHA Name:		Grant Type and Number						Federal FY of Grant:
SAN FRANCISCO HOUSING AUTHORITY		Capital Fund Program No: CA39P001501-05 Replacement Housing Factor No:						2005 CFP
Development Number Name/HA-Wide Activities		All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
		Original	Revised	Actual	Original	Revised	Actual	
CAL 1-27, 350 Ellis St	Exterior security lighting	9/30/2007			9/30/2009			
CAL 1-30A, 462 Duboce St.	Exterior improvements, repairs, painting	9/30/2007			9/30/2009			
CAL 1-32, 1760 Bush St.	Elevator repairs	9/30/2007			9/30/2009			
CAL 1-34, 363 Noe St.	Waterproofing	9/30/2007			9/30/2009			
CAL 1-34, 200 Randolph Street	Exterior improvements, repairs, painting	9/30/2007			9/30/2009			
CAL 1-37, 491 31st Ave.	Exterior improvements, repairs, painting	9/30/2007			9/30/2009			
CAL 1-41, 430 Turk Street	Stand by generator	9/30/2007			9/30/2009			
PHA-Wide:								
	HA-Wide Hazardous Material Abatement	9/30/2007			9/30/2009			
	HA-Wide 504/ADA reasonable accommodations (FA)	9/30/2007			9/30/2009			
	HA-Wide fire unit repair and vacant units rehabilitation	9/30/2007			9/30/2009			
	HA-Wide New appliances	9/30/2007			9/30/2009			
	HA-Wide Sidewalk repair/replacement, fences and site	9/30/2007			9/30/2009			
	Hardwire smoke detectors	9/30/2007			9/30/2009			
	Elevator upgrades	9/30/2007			9/30/2009			
	Modernization of Property Offices PHA Wide (FA)	9/30/2007			9/30/2009			
	Electrical Improvements	9/30/2007			9/30/2009			
	Plumbing Improvements	9/30/2007			9/30/2009			
	HVAC Improvements	9/30/2007			9/30/2009			
	HQS (FA)	9/30/2007			9/30/2009			
	Intercom systems	9/30/2007			9/30/2009			
	HA Wide interior common space improvements,	9/30/2007			9/30/2009			
NON-DWELLING EQUIPMENT	CCTV System (Security Camera Monitoring System)	9/30/2007			9/30/2009			
	Computer Hardware	9/30/2007			9/30/2009			
Signature of Executive Director and		Date			Signature of Public Housing Director/Programs Administrator			Date
X Gregg Fortner, Executive Director					X			

¹To be completed for the Performance and Evaluation Report or a revised Annual Statement.

²To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule

PHA Name: SAN FRANCISCO HOUSING AUTHORITY				Grant Type and Number Capital Fund Program No: CA39P001501-05 Replacement Housing Factor No:			Federal FY of Grant: 2005 CFP		
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates		
	Original	Revised	Actual	Original	Revised	Actual			
MANAGEMENT IMPROVEMENTS	Computer Software	9/30/2007			9/30/2009				
	Security Patrol Services	9/30/2007			9/30/2009				
	Resident Empowerment and Self Sufficiency Program	9/30/2007			9/30/2009				
ADMINISTRATION	Administration of CFP Grant	9/30/2007			9/30/2009				
FEES AND COSTS	A/E Consultants	9/30/2007			9/30/2009				
	HA-Wide Lead Testing	9/30/2007			9/30/2009				
	HA-Wide Asbestos Testing	9/30/2007			9/30/2009				
	Energy Audit PHA Wide	9/30/2007			9/30/2009				
OPERATING SUBSIDY		9/30/2007			9/30/2009				
Signature of Executive Director and				Date		Signature of Public Housing Director/Programs Administrator		Date	
X Gregg Fortner, Executive Director						X			

¹To be completed for the Performance and Evaluation Report or a revised Annual Statement.

²To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report
Capital Fund Program - CFP 2005 REPLACEMENT HOUSING FACTOR (CFP-RHF)
Part 1: Summary

PHA Name: SAN FRANCISCO HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: CA39R001501-05	Federal FY of Grant: 2005 CFP-RHF
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Original Annual Statement: (X) **Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)**
Performance and Evaluation Report for Period Ending: **Final Performance and Evaluation Report ()**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$ -	\$ -	\$ -	\$ -
3	1408 Management Improvements Soft Costs	\$ -	\$ -	\$ -	\$ -
	Management Improvements Hard Costs	\$ -	\$ -	\$ -	\$ -
4	1410 Administration	\$ -	\$ -	\$ -	\$ -
5	1411 Audit	\$ -	\$ -	\$ -	\$ -
6	1415 Liquidated Damages	\$ -	\$ -	\$ -	\$ -
7	1430 Fees and Costs	\$ -	\$ -	\$ -	\$ -
8	1440 Site Acquisition	\$ -	\$ -	\$ -	\$ -
9	1450 Site Improvement	\$ -	\$ -	\$ -	\$ -
10	1460 Dwelling Structures	\$ 1,000,000	\$ -	\$ -	\$ -
11	1465.1 Dwelling Equipment—Nonexpendable	\$ -	\$ -	\$ -	\$ -
12	1470 Nondwelling Structures	\$ -	\$ -	\$ -	\$ -
13	1475 Nondwelling Equipment	\$ -	\$ -	\$ -	\$ -
14	1485 Demolition	\$ -	\$ -	\$ -	\$ -
15	1490 Replacement Reserve	\$ -	\$ -	\$ -	\$ -
16	1492 Moving to Work Demonstration	\$ -	\$ -	\$ -	\$ -
17	1495.1 Relocation Costs	\$ -	\$ -	\$ -	\$ -
18	1499 Development Activities	\$ -	\$ -	\$ -	\$ -
19	1502 Contingency	\$ -	\$ -	\$ -	\$ -
	TOTAL CFP Funds	\$1,000,000		\$0	\$0
	Amount of Annual Grant: (sum of lines.....)	\$1,000,000	\$0	\$0	\$0
	Amount of lines 1430 and 1460 Related to LBP Activities	-	-	-	-
	Amount of lines 1450, 1460 Related to Section 504 compliance	-	-	-	-
	Amount of lines 1408 Related to Security –Soft Costs	-	-	-	-
	Amount of lines 1450, 1460 related to Security-- Hard Costs	-	-	-	-
	Amount of lines 1450, 1460 Related to Energy Conservation Measures	-	-	-	-
	Collateralization Expenses or Debt Service	-	-	-	-

Signature of Executive Director X Gregg Fortner, Executive Director	Date	Signature of Public Housing Director/Programs Administrator X	Date
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**Annual Statement/Performance and Evaluation Report
Capital Fund Program - CFP 2005 REPLACEMENT HOUSING FACTOR (CFP-RHF)**

Part II: Supporting Pages

PHA Name: SAN FRANCISCO HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: CA39R001501-05	Federal FY of Grant: CFP 2005 (RHF)
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Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Funds Obligated	Funds Expended	Status of Work
				Original	Revised			
CAL 1-18(3), Hunters View	Additional funding to build new Public Housing units.	1460	100%	\$ 1,000,000				

Signature of Executive Director X Gregg Fortner, Executive Director	Date	Signature of Public Housing Director/Programs Administrator X	Date
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Annual Statement/Performance and Evaluation Report
Capital Fund Program - CFP 2005 REPLACEMENT HOUSING FACFTR (CFP-RHF)

2005 CFP-RHF

Part III: Implementation Schedule

PHA Name: SAN FRANCISCO HOUSING AUTHORITY	Grant Type and Number Capital Fund Program No: Replacement Housing Factor No: CA39R001501-05	Federal FY of Grant: 2005 CFP (RHF)
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Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)	All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates		
		Original	Revised	Actual			
CAL 1-18(3), Hunters View	Additional funding to build new Public Housing units.	9/30/2007			9/30/2009		

Signature of Executive Director X Gregg Fortner, Executive Director	Date	Signature of Public Housing Director/Programs Administra X	Date
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PHA Name: SAN FRANCISCO HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant No: CA39P001501-04 Replacement Housing Factor Grant No:		Federal FY of Grant: 2004 CFP	
Original Annual Statement: Performance and Evaluation Report for Period Ending: 3/31/05		Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:) Final Performance and Evaluation Report			
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost ²	
		Original	Revised ¹	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$2,817,822	\$2,817,822	\$2,817,822	\$2,817,822
3	1408 Management Improvements Soft Costs	\$2,817,822	\$2,817,822	\$1,395,641	\$1,333,495
	Management Improvements Hard Costs	\$0	\$0	\$0	\$0
4	1410 Administration	\$1,408,911	\$1,408,911	\$683,210	\$683,210
5	1411 Audit	\$0	\$0	\$0	\$0
6	1415 Liquidated Damages	\$0	\$0	\$0	\$0
7	1430 Fees and Costs	\$1,670,238	\$1,670,238	\$674,022	\$313,565
8	1440 Site Acquisition	\$0	\$0	\$0	\$0
9	1450 Site Improvement	\$784,318	\$684,081	\$0	\$0
10	1460 Dwelling Structures	\$4,120,000	\$4,220,237	\$173,530	\$160,600
11	1465.1 Dwelling Equipment—Nonexpendable	\$100,000	\$100,000	\$0	\$0
12	1470 Nondwelling Structures	\$120,000	\$120,000	\$0	\$0
13	1475 Nondwelling Equipment	\$250,000	\$250,000	\$0	\$0
14	1485 Demolition	\$0	\$0	\$0	\$0
15	1490 Replacement Reserve	\$0	\$0	\$0	\$0
16	1492 Moving to Work Demonstration	\$0	\$0	\$0	\$0
17	1495.1 Relocation Costs	\$0	\$0	\$0	\$0
18	1499 Development Activities	\$0	\$0	\$0	\$0
19	1502 Contingency	\$0	\$0	\$0	\$0
	TOTAL CFP Funds	\$14,089,111	\$14,089,111	\$5,744,225	\$5,308,692
	Amount of Annual Grant: (sum of lines.....)	\$14,089,111			
	Amount of lines 1430 and 1460 Related to LBP Activities	\$260,000			
	Amount of lines 1450, 1460 Related to Section 504 compliance	\$180,000			
	Amount of lines 1408 Related to Security –Soft Costs	\$1,764,882			
	Amount of lines 1450, 1460 related to Security-- Hard Costs	\$225,000			
	Amount of lines 1450, 1460 Related to Energy Conservation Measures	\$1,540,000			
	Collateralization Expenses or Debt Service	\$0			
Signature of Executive Director and X Gregg Fortner, Executive Director		Date		Signature of Public Housing Director/f X	
				Date	

Part II: Supporting Pages

PHA Name: SAN FRANCISCO HOUSING AUTHORITY				Grant Type and Number Capital Fund Program Grant No: CA39P001501-04 Replacement Housing Factor Grant No:				Federal FY of Grant: 2004 CFP	
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Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
CAL 1-1, Holly Courts	Paving repairs/sitework (FA)	1450	100%	\$ 20,000	\$ 20,000	\$ -	\$ -	Work in progress
CAL 1-3, Sunnysdale	Site Improvements at Building 22E (FA)	1450	100%	\$ 250,000	\$ 149,763	\$ -	\$ -	Work in progress
CAL 1-8, Westside Courts	Water main and sewer improvements (FA)	1450	100%	\$ 10,000	\$ 10,000	\$ -	\$ -	Work in progress
	Repair garbage chutes	1450	100%	\$ 25,000	\$ 25,000	\$ -	\$ -	Work in progress
CAL 1-10, Potrero Annex	Exterior security lighting improvements	1450	100%	\$ 25,000	\$ 25,000	\$ -	\$ -	Work in progress
	Site electrical improvements	1450	100%	\$ 50,000	\$ 50,000	\$ -	\$ -	Work in progress
CAL 1-15, Ping Yuen	Paving repairs/sitework	1450	100%	\$ 100,000	\$ 159,968	\$ -	\$ -	Work in progress
	Roofing	1460	100%	\$ 50,000	\$ -	\$ -	\$ -	Work reprogrammed
	Hot water pipe insulation	1460	100%	\$ 100,000	\$ 134,406	\$ -	\$ -	Work in progress
	504/ADA mailboxes (FA)	1450	100%	\$ 30,000	\$ 30,000	\$ -	\$ -	Work in progress
CAL 1-18(3), Hunters View	Sewer and water line repair/replacement	1450	100%	\$ 50,000	\$ 50,000	\$ -	\$ -	Work in progress
CAL 1-18 (4), Alice Griffith	Heating system replacement (Phase I)	1460	100%	\$ 150,000	\$ -	\$ -	\$ -	Work reprogrammed
CAL 1-18 (5), Rosa Parks	Boiler repair/replacementBoiler	1460	100%	\$ 250,000	\$ 323,672	\$ -	\$ -	Work in progress
	Roofing	1460	100%	\$ 250,000	\$ -	\$ -	\$ -	Work reprogrammed
CAL 1-18 (6) Ping Yuen	Elevator Upgrade	1460	100%	\$ -	\$ 45,000	\$ -	\$ -	Work in progress
CAL 1-20 18'th Street	Rehab Elevator	1460	100%	\$ -	\$ 147,000	\$ -	\$ -	Work in progress
CAL 1-21, Clementina	Boiler repair/replacementBoiler	1460	100%	\$ 250,000	\$ 248,646	\$ -	\$ -	Work in progress
	Ventilation System	1460	100%	\$ -	\$ 24,500	\$ -	\$ -	Work reprogrammed
CAL 1-27 350 Ellis Street	Asbestos Abatement	1460	100%	\$ -	\$ 22,949	\$ -	\$ -	Work reprogrammed
CAL 1-30A, 462 Duboce	Emergency Generator	1460	100%	\$ 145,000	\$ -	\$ -	\$ -	Work in progress
CAL 1-31, 25 Sanchez St.	Exterior improvements, repairs, painting	1460	100%	\$ 200,000	\$ 296,000	\$ -	\$ -	Work in progress
	Fire Alarm System	1460	100%	\$ -	\$ 182,344	\$ -	\$ -	Work reprogrammed
CAL 1-32 Bush Street	Generators	1460	100%	\$ -	\$ 20,071	\$ 20,071	\$ 7,141	Work reprogrammed
CAL 1-34, 4101 Noriega	Plumbing improvements, repairs (FA)	1460	100%	\$ 15,000	\$ 15,000	\$ -	\$ -	Work in progress
	Common space improvements (FA)	1470	100%	\$ 20,000	\$ 20,000	\$ -	\$ -	Work in progress
CAL 1-34, Great Highway	Electrical improvements	1460	100%	\$ 20,000	\$ 20,000	\$ -	\$ -	Work in progress
CAL 1-35, 2698 California	Emergency generator	1460	100%	\$ 140,000	\$ 140,000	\$ -	\$ -	Work in progress
CAL 1-39B, 951 Eddy	Plumbing improvements, repairs (FA)	1460	100%	\$ 50,000	\$ 50,000	\$ -	\$ -	Work in progress
	Sub-total			\$ 2,200,000	\$ 2,209,319	\$ 20,071	\$ 7,141	

Signature of Executive Director and X Gregg Fortner, Executive Director	Date	Signature of Public Housing Director/Programs Administrator X
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¹To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

²To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

Office of Public and Indian Housing

PHA Name: SAN FRANCISCO HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No: CA39P001501-04 Replacement Housing Factor Grant No:	Federal FY of Grant: 2004 CFP
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Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
PHA-Wide:								
	HA-Wide Sidewalk repair/replacement (FA)	1450	As Req.	\$ 100,000	\$ 100,000	\$ -	\$ -	
	HA-Wide Community facilities and Playground	1450	As Req.	\$ 74,318	\$ 64,350	\$ -	\$ -	
	Landscaping	1450	As Req.	\$ 50,000	\$ -	\$ -	\$ -	
	Sub-total Site Improvement			\$ 224,318	\$ 164,350	\$ -	\$ -	
	HA-Wide Lead Abatement	1460	As Req.	\$ 200,000	\$ 200,000	\$ -	\$ -	Work in progress
	HA-Wide Asbestos Abatement	1460	As Req.	\$ 100,000	\$ 77,051	\$ -	\$ -	Work in progress
	Mold and Mildew Remediation	1460	As Req.	\$ 25,000	\$ 25,000	\$ -	\$ -	
	Blood-born pathogens decontamination	1460	As Req.	\$ 25,000	\$ 25,000	\$ -	\$ -	
	HA-Wide 504/ADA reasonable accommodations (FA)	1460	As Req.	\$ 150,000	\$ 72,869	\$ -	\$ -	
	HA-Wide fire unit repair and vacant units rehabilitation (FA)	1460	As Req.	\$ 150,000	\$ 153,459	\$ 153,459	\$ 153,459	Work completed
	Hardwire smoke detectors (13 developments)	1460	As Req.	\$ 300,000	\$ 117,656	\$ -	\$ -	
	Elevator upgrades at 22 senior buildings	1460	As Req.	\$ 100,000	\$ -	\$ -	\$ -	Work reprogrammed
	Rooftop ventilation and heat pump improvements	1460	As Req.	\$ 75,000	\$ 28,000	\$ -	\$ -	
	Electrical Improvements	1460	As Req.	\$ 100,000	\$ 55,000	\$ -	\$ -	
	Emergency Generators	1460	As Req.	\$ 250,000	\$ 229,929	\$ -	\$ -	
	Plumbing Improvements	1460	As Req.	\$ 100,000	\$ -	\$ -	\$ -	Work reprogrammed
	HVAC Improvements	1460	As Req.	\$ 75,000	\$ 17,448	\$ -	\$ -	
	HQS (FA)	1460	As Req.	\$ 100,000	\$ 4,000	\$ -	\$ -	
	Intercom systems	1460	As Req.	\$ 50,000	\$ 50,000	\$ -	\$ -	
	Sub-total Dwelling Structures			\$ 1,800,000	\$ 1,055,412	\$ 153,459	\$ 153,459	
	Subtotal Construction			\$ 4,924,318	\$ 4,924,318	\$ 173,530	\$ 160,600	

Signature of Executive Director and X Gregg Fortner, Executive Director	Date	Signature of Public Housing Director/Programs Administrator X
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¹To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

²To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

Office of Public and Indian Housing

PHA Name: SAN FRANCISCO HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No: CA39P001501-04 Replacement Housing Factor Grant No:	Federal FY of Grant: 2004 CFP
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Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
				DWELLING EQUIPMENT				
	HA-Wide New appliances	1465	As Req.	\$ 100,000	\$ 100,000	\$ -	\$ -	Work in progress
	Subtotal Dwelling Equipment			\$ 100,000	\$ 100,000	\$ -	\$ -	
NON-DWELLING STRUCTURES								
	Modernization of Property Offices PHA Wide (FA)	1470	As Req.	\$ 50,000	\$ 50,000	\$ -	\$ -	
	Common space improvements (FA)	1470	As Req.	\$ 50,000	\$ 50,000	\$ -	\$ -	
	Subtotal Non-Dwelling Structures			\$ 100,000	\$ 100,000	\$ -	\$ -	
NON-DWELLING EQUIPMENT								
	CCTV System (Security Camera Monitoring System)	1475	100%	\$ 150,000	\$ 150,000	\$ -	\$ -	
	Computer Hardware	1475	100%	\$ 25,000	\$ 25,000	\$ -	\$ -	
	Resident Kiosk at Property Office	1475	100%	\$ 25,000	\$ 25,000	\$ -	\$ -	
	Surveillance cameras	1475	As Req.	\$ 50,000	\$ 50,000	\$ -	\$ -	
	Subtotal Non-Dwelling Equipment			\$ 250,000	\$ 250,000	\$ -	\$ -	
	Subtotal			\$ 450,000	\$ 450,000	\$ -	\$ -	

Signature of Executive Director and X Gregg Fortner, Executive Director	Date	Signature of Public Housing Director/Programs Administrator X
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²To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

Office of Public and Indian Housing

PHA Name: SAN FRANCISCO HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant No: CA39P001501-04 Replacement Housing Factor Grant No:				Federal FY of Grant: 2004 CFP			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost			
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²		
MANAGEMENT IMPROVEMENTS (@ 20% OF TOTAL GRANT)	NEW MIS SOFTWARE	1408	100%	\$ 103,197	\$ -	\$ -	\$ -	Work in progress	
	SECURITY PATROL SERVICES	1408	100%	\$ 1,764,882	\$ 1,764,882	\$ 1,033,521	\$ 981,521	Work in progress	
	CIVIL RIGHTS	1408	100%	\$ 142,064	\$ 238,286	\$ 57,046	\$ 57,046	Work in progress	
	IMPROVE COMPUTER SYSTEM	1408	100%	\$ 289,785	\$ -	\$ -	\$ -	Work reprogrammed	
	RESIDENT EMPLOYMENT PROGRAM	1408	100%	\$ 201,063	\$ 736,249	\$ 256,564	\$ 256,564	Work in progress	
	IMPROVE CONTRACT SYSTEM	1408	100%	\$ 125,650	\$ 13,231	\$ 13,231	\$ 13,231	Work completed	
	IMPROVE ACCOUNTING SYSTEM	1408	100%	\$ 50,108	\$ 8,413	\$ 8,413	\$ 8,413	Work completed	
	IMPROVE FILING SYSTEM	1408	100%	\$ 7,241	\$ 1,225	\$ 1,225	\$ 1,225	Work completed	
	SAFETY	1408	100%	\$ 108,832	\$ 5,536	\$ 5,536	\$ 5,536	Work completed	
	COMMUNITY SUPPROTIVE PROGRAM	1408	100%	\$ 25,000	\$ 50,000	\$ 20,104	\$ 9,959	Work in progress	
Subtotal Management Improvements				\$ 2,817,822	\$ 2,817,822	\$ 1,395,641	\$ 1,333,495		
ADMINISTRATION	Administration of CFP 10% of total Grant	1410		\$ 1,408,911	\$ 1,408,911	\$ 683,210	\$ 683,210	Work in progress	
	Subtotal administration			\$ 1,408,911	\$ 1,408,911	\$ 683,210	\$ 683,210		
FEES AND COSTS	A/E Consultants	1430	As Req.	\$ 986,238	\$ 986,238	\$ 420,000	\$ 59,543	Work in progress	
	Inspector, Safety Inspectors & In-house A/E Services	1430		\$ 574,000	\$ 574,000	\$ 254,022	\$ 254,022	Work in progress	
	HA-Wide Lead Testing	1430	As Req.	\$ 50,000	\$ 50,000	\$ -	\$ -	Work in progress	
	HA-Wide Asbestos Testing	1430	As Req.	\$ 50,000	\$ 50,000	\$ -	\$ -	Work in progress	
	HA-Wide Hazard Testing	1430	As Req.	\$ 10,000	\$ 10,000	\$ -	\$ -	Work in progress	
	Subtotal Fees and Costs			\$ 1,670,238	\$ 1,670,238	\$ 674,022	\$ 313,565		
OPERATING SUBSIDY (@ 20% OF TOTAL GRANT)		1406		\$ 2,817,822	\$ 2,817,822	\$ 2,817,822	\$ 2,817,822	Work completed	
TOTAL GRANT:				\$ 14,089,111	\$ 14,089,111	\$ 5,744,225	\$ 5,308,692		
Signature of Executive Director and X Gregg Fortner, Executive Director		Date		Signature of Public Housing Director/Programs Administrator X					

¹To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

²To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule

PHA Name:		Grant Type and Number						Federal FY of Grant:	
SAN FRANCISCO HOUSING AUTHORITY		Capital Fund Program No: CA39P001501-04 Replacement Housing Factor No:						2004 CFP	
Development Number Name/HA-Wide Activities		All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
		Original	Revised	Actual	Original	Revised	Actual		
CAL 1-1, Holly Courts	Paving repairs/sitework (FA)	9/30/2006			9/30/2008			Work in progress	
CAL 1-3, Sunnysdale	Site Improvements at Building 22E (FA)	9/30/2006			9/30/2008			Work in progress	
CAL 1-8, Westside Courts	Water main and sewer improvements (FA)	9/30/2006			9/30/2008			Work in progress	
	Repair garbage chutes	9/30/2006			9/30/2008			Work in progress	
CAL 1-10, Potrero Annex	Exterior security lighting improvements	9/30/2006			9/30/2008			Work in progress	
	Site electrical improvements	9/30/2006			9/30/2008			Work in progress	
CAL 1-15, Ping Yuen	Paving repairs/sitework	9/30/2006			9/30/2008			Work in progress	
	Roofing	9/30/2006			9/30/2008			Work reprogrammed	
	Hot water pipe insulation	9/30/2006			9/30/2008			Work in progress	
	504/ADA mailboxes (FA)	9/30/2006			9/30/2008			Work in progress	
CAL 1-18(3), Hunters View	Sewer and water line repair/replacement	9/30/2006			9/30/2008			Work in progress	
CAL 1-18 (4), Alice Griffith	Heating system replacement (Phase I)	9/30/2006			9/30/2008			Work reprogrammed	
CAL 1-18 (5), Rosa Parks	Boiler repair/replacementBoiler	9/30/2006			9/30/2008			Work in progress	
	Roofing	9/30/2006			9/30/2008			Work reprogrammed	
Cal 1-18 (6) Ping Yuen	Elevator Upgrade	9/30/2006			9/30/2008			Work in progress	
CAL 1-20 18'th Street	Rehab Elevator	9/30/2006			9/30/2008			Work in progress	
CAL 1-21, Clementina Towers	Boiler repair/replacementBoiler	9/30/2006			9/30/2008			Work in progress	
	Ventilation System	9/30/2006			9/30/2008			Work reprogrammed	
CAL 1-27 350 Ellis Street	Asbestos Abatement	9/30/2006			9/30/2008			Work reprogrammed	
CAL 1-30A, 462 Duboce St.	Emergency Generator	9/30/2006			9/30/2008			Work in progress	
CAL 1-31, 25 Sanchez St.	Exterior improvements, repairs, painting	9/30/2006			9/30/2008			Work in progress	
	Fire Alarm System	9/30/2006			9/30/2008			Work reprogrammed	
CAL 1-32 Bush Street	Generators	9/30/2006			9/30/2008			Work reprogrammed	
CAL 1-34, 4101 Noriega Street	Plumbing improvements, repairs (FA)	9/30/2006			9/30/2008			Work in progress	
	Common space improvements (FA)	9/30/2006			9/30/2008			Work in progress	
Signature of Executive Director and				Date	Signature of Public Housing Director/Programs Administrator				Date
X					X				

¹To be completed for the Performance and Evaluation Report or a revised Annual Statement.

²To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule

PHA Name: SAN FRANCISCO HOUSING AUTHORITY				Grant Type and Number Capital Fund Program No: CA39P001501-04 Replacement Housing Factor No:			Federal FY of Grant: 2004 CFP
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Gregg Fortner, Executive Director							

¹To be completed for the Performance and Evaluation Report or a revised Annual Statement.

²To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule

PHA Name:		Grant Type and Number						Federal FY of Grant:	
SAN FRANCISCO HOUSING AUTHORITY		Capital Fund Program No: CA39P001501-04						2004 CFP	
Replacement Housing Factor No:		All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
Development Number Name/HA-Wide Activities		Original	Revised	Actual	Original	Revised	Actual		
PHA-Wide:									
	HA-Wide Sidewalk repair/replacement (FA)	9/30/2006			9/30/2008				
	HA-Wide Playground	9/30/2006			9/30/2008				
	Landscaping	9/30/2006			9/30/2008				
	HA-Wide Lead Abatement	9/30/2006			9/30/2008			Work in progress	
	HA-Wide Asbestos Abatement	9/30/2006			9/30/2008			Work in progress	
	Mold and Mildew Remediation	9/30/2006			9/30/2008				
	Blood-born pathogens decontamination	9/30/2006			9/30/2008				
	HA-Wide 504/ADA reasonable accommodations (FA)	9/30/2006			9/30/2008				
	HA-Wide Fire unit/Vacant units repair (FA)	9/30/2006			9/30/2008		3/31/2005	Work completed	
	Hardwire smoke detectors (13 developments)	9/30/2006			9/30/2008				
	Elevator upgrades at 22 senior buildings	9/30/2006			9/30/2008			Work reprogrammed	
	Rooftop ventilation and heat pump improvements	9/30/2006			9/30/2008				
	Electrical Improvements	9/30/2006			9/30/2008				
	Emergency Generators	9/30/2006			9/30/2008				
	Plumbing Improvements	9/30/2006			9/30/2008			Work reprogrammed	
	HVAC Improvements	9/30/2006			9/30/2008				
	HQS (FA)	9/30/2006			9/30/2008				
	Intercom systems	9/30/2006			9/30/2008				
NON-DWELLING EQUIPMENT	HA-Wide New appliances	9/30/2006			9/30/2008			Work in progress	
NON-DWELLING STRUCTURES	Modernization of Property Offices PHA Wide (FA)	9/30/2006			9/30/2008				
	Common space improvements (FA)	9/30/2006			9/30/2008				
NON-DWELLING EQUIPMENT	CCTV System (Security Camera Monitoring)	9/30/2006			9/30/2008				
	Computer Hardware	9/30/2006			9/30/2008				
	Resident Kiosk at Property Office	9/30/2006			9/30/2008				
	Surveillance cameras	9/30/2006			9/30/2008				
Signature of Executive Director and				Date	Signature of Public Housing Director/Programs Administrator				Date
X Gregg Fortner, Executive Director					X				

¹To be completed for the Performance and Evaluation Report or a revised Annual Statement.

²To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule

PHA Name:		Grant Type and Number						Federal FY of Grant:
SAN FRANCISCO HOUSING AUTHORITY		Capital Fund Program No: CA39P001501-04 Replacement Housing Factor No:						2004 CFP
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
MANAGEMENT	NEW MIS SOFTWARE	9/30/2006			9/30/2008			Work in progress
IMPROVEMENTS	SECURITY PATROL SERVICES	9/30/2006			9/30/2008			Work in progress
	CIVIL RIGHTS	9/30/2006			9/30/2008			Work in progress
	IMPROVE COMPUTER SYSTEM	9/30/2006			9/30/2008			Work reprogrammed
	RESIDENT EMPLOYMENT PROGRAM	9/30/2006			9/30/2008			Work in progress
	IMPROVE CONTRACT SYSTEM	9/30/2006			9/30/2008		3/31/2005	Work completed
	IMPROVE ACCOUNTING SYSTEM	9/30/2006			9/30/2008		3/31/2005	Work completed
	IMPROVE FILING SYSTEM	9/30/2006			9/30/2008		3/31/2005	Work completed
	SAFETY	9/30/2006			9/30/2008		3/31/2005	Work completed
	COMMUNITY SUPPROTIVE PROGRAM	9/30/2006			9/30/2008			Work in progress
ADMINISTRATION	Administration of CFP Grant	9/30/2006			9/30/2008			Work in progress
FEES AND COSTS	A/E Consultants	9/30/2006			9/30/2008			Work in progress
	HA-Wide Lead Testing	9/30/2006			9/30/2008			Work in progress
	HA-Wide Asbestos Testing	9/30/2006			9/30/2008			Work in progress
	HA-Wide Hazard Testing	9/30/2006			9/30/2008			Work in progress
OPERATING SUBSIDY	(@ 20% OF TOTAL GRANT)	9/30/2006			9/30/2008		3/31/2005	Work completed
Signature of Executive Director and				Date	Signature of Public Housing Director/Programs Administrator			Date
X Gregg Fortner, Executive Director					X			

¹To be completed for the Performance and Evaluation Report or a revised Annual Statement.

²To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report
Capital Fund Program - CFP 2004 REPLACEMENT HOUSING FACTOR (CFP-RHF)
Part 1: Summary

PHA Name: SAN FRANCISCO HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: CA39R001501-04	Federal FY of Grant: 2004 CFP-RHF
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Original Annual Statement: () **Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:**)

Performance and Evaluation Report for Period Ending: 3/31/05 **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$ -	\$ -	\$ -	\$ -
3	1408 Management Improvements Soft Costs	-	-	-	-
	Management Improvements Hard Costs				
4	1410 Administration	-	-	-	-
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	-	-	-	-
8	1440 Site Acquisition				
9	1450 Site Improvement	-	-	-	-
10	1460 Dwelling Structures	282,569	282,569	-	-
11	1465.1 Dwelling Equipment—Nonexpendable	-	-	-	-
12	1470 Nondwelling Structures	-	-	-	-
13	1475 Nondwelling Equipment	-	-	-	-
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency				
	TOTAL CFP Funds	\$282,569	\$282,569	\$0	\$0
	Amount of Annual Grant: (sum of lines.....)	\$282,569	\$282,569	\$0	\$0
	Amount of lines 1430 and 1460 Related to LBP Activities	-	-	-	-
	Amount of lines 1450, 1460 Related to Section 504 compliance	-	-	-	-
	Amount of lines 1408 Related to Security –Soft Costs	-	-	-	-
	Amount of lines 1450, 1460 related to Security-- Hard Costs	-	-	-	-
	Amount of lines 1450, 1460 Related to Energy Conservation Measures	-	-	-	-
	Collateralization Expenses or Debt Service	-	-	-	-

Signature of Executive Director X Gregg Fortner, Executive Director	Date	Signature of Public Housing Director/Programs Administrator X	Date
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Annual Statement/Performance and Evaluation Report
Capital Fund Program - CFP 2004 REPLACEMENT HOUSING FACTOR (CFP-RHF)

Part II: Supporting Pages

PHA Name: SAN FRANCISCO HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: CA39R001501-04	Federal FY of Grant: CFP 2004 (RHF)
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Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Funds Obligated	Funds Expended	Status of Work
				Original	Revised			
CAL 1-18(6), Ping Yuen North	6 New Housing Units for Seniors	1460	100%	\$ 282,569	\$ 282,569			Pending HUD approval

Signature of Executive Director X Gregg Fortner, Executive Director	Date	Signature of Public Housing Director/Programs Administrator X	Date
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Annual Statement/Performance and Evaluation Report
Capital Fund Program - CFP 2004 REPLACEMENT HOUSING FACFTOR (CFP-RHF)

Part III: Implementation Schedule

PHA Name: SAN FRANCISCO HOUSING AUTHORITY					Grant Type and Number Capital Fund Program No: Replacement Housing Factor No: CA39R001501-04			Federal FY of Grant: 2004 CFP (RHF)	
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Development Number Name/HA-Wide Activities		All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
		Original	Revised	Actual	Original	Revised	Actual	
CAL 1-18 (6), Ping Yuen North	6 New Housing Units for Seniors	9/30/2006			9/30/2008			Pending HUD approval

Signature of Executive Director X Gregg Fortner, Executive Director					Date			Signature of Public Housing Director/Programs Administra X					Date	
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Annual Statement/Performance and Evaluation Report

Capital Fund Program (CFP)

Part 1: Summary

PHA Name: SAN FRANCISCO HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No: CA39P001501-03 Replacement Housing Factor Grant No:	Federal FY of Grant: 2003 CFP
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Original Annual Statement: Reserve for Disasters/ Emergencies Revised Annual Statement (revision no: 1)

Performance and Evaluation Report for Period Ending:3/31/05 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$ 2,408,021	\$ 2,408,021	\$ 2,408,021	\$ 2,408,021
3	1408 Management Improvements Soft Costs	2,408,021	2,408,021	2,109,202	2,104,629
	Management Improvements Hard Costs				
4	1410 Administration	1,773,949	1,773,949	1,773,949	1,773,949
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	859,711	1,161,931	1,029,518	231,949
8	1440 Site Acquisition				
9	1450 Site Improvement	906,453	357,155	34,951	34,951
10	1460 Dwelling Structures	3,169,449	3,436,527	2,037,976	389,185
11	1465.1 Dwelling Equipment—Nonexpendable	-	-	-	-
12	1470 Nondwelling Structures	-	-	-	-
13	1475 Nondwelling Equipment	494,500	494,500	197,889	197,888
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	-	-	-	-
18	1499 Development Activities				
19	1502 Contingency				
	TOTAL CFP Funds	\$12,020,104	\$12,040,104	\$9,591,507	\$7,140,573
	Amount of Annual Grant: (sum of lines.....)	\$12,020,104	\$12,040,104	\$9,591,507	\$7,140,573
	Amount of lines 1430 and 1460 Related to LBP Activities	-	-	-	-
	Amount of lines 1450, 1460 Related to Section 504 compliance	-	-	-	-
	Amount of lines 1408 Related to Security –Soft Costs	-	-	-	-
	Amount of lines 1450, 1460 related to Security-- Hard Costs	-	-	-	-
	Amount of lines 1450, 1460 Related to Energy Conservation Measures	-	-	-	-
	Collateralization Expenses or Debt Service	-	-	-	-

Signature of Executive Director X Gregg Fortner, Executive Director	Date	Signature of Public Housing Director/Programs Administrator X	Date
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Annual Statement/Performance and Evaluation Report

Capital Fund Program (CFP)

Part II: Supporting Pages

PHA Name: SAN FRANCISCO HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No: CA39P001501-03 Replacement Housing Factor Grant No:	Federal FY of Grant: 2003 CFP
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Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Obligated	Expended	
				Original	Revised			
CAL 1-1, Holly Courts	Boilers, waterlines and valves replacement (phase 1 of 2)	1460	100%	\$ 250,000	\$ -	\$ -	\$ -	Wrok reprogrammed
CAL 1-2 Potrero Terrace	Hot water lines and boilers replacement (phase 2 of 2)	1460	100%	280,000	-	-	-	Wrok reprogrammed
	Vacant Unit Repair	1460	100%	-	156,990	156,990	116,547	Work in progress
	ADA/504 Compliance	1460	100%	-	25,920	25,920	25,920	Wrok completed
CAL 1-3, Sunnydale	Slide repairs. Erosion stabilization	1450	100%	185,190	-	-	-	Wrok reprogrammed
CAL 1-8, Westside Courts	Water main and sewer improvements (Phase 2 of 3)	1450	100%	229,263	-	-	-	Work reprogrammed
CAL 1-9, Westbrook	Sidewalks, stairs and handrails repair	1450	1300 l.ft.	65,000	-	-	-	Work reprogrammed
	Decks repair/replacement (Phase 2 of 2)	1460	100%	150,000	157,380	-	-	
	Vacant Unit Repair	1460	100%	-	75,106	75,106	49,768	Work in progress
CAL 1-10, Potrero Annex	Sidewalk Repair	1450	100%	80,000	-	-	-	Work reprogrammed
	Abate Lead	1460	100%	-	120,000	120,000	-	Work in progress
	Pest Control	1460	100%	-	12,000	12,000	-	Work in progress
	Vacant Unit Repair	1460	100%	-	54,620	54,620	31,830	Work in progress
	Deck Repair	1460	100%	-	235,300	-	-	
CAL 1-15, Ping Yuen	Security gate. Intercom System	1460	100%	103,000	-	-	-	Work reprogrammed
CAL 1-16, Alemany	ADA/504 Compliance, Ramps	1450	100%	35,000	-	-	-	Work reprogrammed
	Sidewalk Repairs	1450	100%	7,000	-	-	-	Work reprogrammed
	Basketball Court	1450	100%	-	15,243	-	-	
	Ventilation	1460	100%	-	23,146	-	-	
CAL 1-17A, Hunters' Point West	Slide repairs. Erosion stabilization *	1450	100%	80,000	-	-	-	Work reprogrammed
CAL 1-17(B) Hunters Point East	Playground	1450	100%	-	-	-	-	Work reprogrammed
CAL 1-18(1), JFK Towers	Range Replacement	1465	98 DU	-	-	-	-	Work reprogrammed
	Intercom System	1460	100%	20,000	-	-	-	Work reprogrammed
	Fire Alarm System	1460	100%	125,000	-	-	-	Work reprogrammed

Signature of Executive Director X Gregg Fortner, Executive Director	Date	Signature of Public Housing Director/Programs Administrator X
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Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Obligated	Expended		
				Original	Revised				
CAL 1-18 (3) Hunters View	Playground	1450	100%	-	36,912	34,951	34,951	Work in progress	
	Sidewalk Repair	1450	100%	-	155,000	-	-		
	Abate Lead	1460	100%	-	421,988	421,988	-	Work in progress	
	ADA/504 Compliance	1460	100%	-	16,000	-	-		
	Vacant Unit Repair	1460	100%	-	65,511	65,511	30,426	Work in progress	
CAL 1-18(4) Alice Griffith	Sidewalk Repairs	1450	100%	25,000	-	-	-	Work reprogrammed	
CAL 1-18(5) Rosa Parks	Abate Asbestos	1460	100%	-	6,000	-	-		
CAL 1-18(6) Ping Yuen North	Boiler System	1460	100%	-	246,600	246,600	-	Work in progress	
CAL 1-18 (7), Hayes Valley, Velasco	Fire alarm system *	1460	100%	-	-	-	-		
	Balconies repair	1460	100%	180,000	-	-	-	Work reprogrammed	
	LBP removal	1460	100%	5,000	-	-	-	Work reprogrammed	
CAL 1-18 (10), Woodside	Fire alarm system *	1460	100%	-	-	-	-		
CAL 1-18 (13), Mission Dolores	Range Replacement	1460	92 DU	100,000	-	-	-	Work reprogrammed	
	Boiler System	1460	100	-	187,000	187,000	131,530	Work in progress	
CAL 1-19 (1), 990 Pacific Ave.	Intercom System	1460	100%	20,000	-	-	-	Work reprogrammed	
CAL 1-19 (2), 1750 McAllister St.	Fire alarm system	1460	100%	125,000	-	-	-	Work reprogrammed	
	Window Repair *	1460	100%	-	159,000	159,000	-	Work in progress	
CAL 1-20, 3850 18th St.	Emergency Generator	1460	100%	140,000	-	-	-	Work reprogrammed	
CAL 1-21 Clementina Towers	Windows	1460	100%	-	422,000	422,000	-	Work in progress	
CAL 1-27, 350 Ellis St	Intercom System	1460	100%	20,000	-	-	-	Work reprogrammed	
CAL 1-29, 345 Arguello St.	Emergency Generator	1460	100%	150,000	-	-	-	Work reprogrammed	
CAL 1-30A, 462 Duboce St.	Fire alarm system	1460	100%	125,000	-	-	-	Work reprogrammed	
Signature of Executive Director		Date		Signature of Public Housing Director/Programs Administrator					
X Gregg Fortner, Executive Director				X					

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost				
				Original	Revised	Obligated	Expended	
MANAGEMENT	NEW MIS SOFTWARE	1408	100%	\$ 264,000	\$ 264,000	\$ 7,001	\$ 7,001	Work in progress
IMPROVEMENTS (@ 20% OF TOTAL GRANT)	TRANSLATION SERVICES	1408	100%	7,000	7,000	7,000	6,128	Work in progress
	SECURITY PATROL SERVICES	1408	100%	1,305,857	1,305,857	1,305,857	1,305,857	Work completed
	CLASSIFICATION STUDIES	1408	100%	25,000	25,000	25,000	25,000	Work completed
	CIVIL RIGHTS	1408	100%	90,701	105,443	105,443	105,443	Work completed
	IMPROVE FIX ASSETS	1408	100%	48,918	28,920	28,920	28,920	Work completed
	IMPROVE COMPUTER SYSTEM	1408	100%	250,505	250,502	208,685	204,985	Work completed
	RESIDENT EMPLOYMENT PROGRAM	1408	100%	185,950	175,818	175,818	175,818	Work completed
	IMPROVE CONTRACT SYSTEM	1408	100%	74,719	82,733	82,733	82,733	Work completed
	IMPROVE ACCOUNTING SYSTEM	1408	100%	46,386	46,386	46,382	46,382	Work completed
	IMPROVE FILING SYSTEM	1408	100%	6,544	6,094	6,094	6,094	Work completed
	SAFETY	1408	100%	102,441	110,268	110,268	110,268	Work completed
	Subtotal Management Improvements			\$ 2,408,021	\$ 2,408,021	\$ 2,109,202	\$ 2,104,629	
ADMINISTRATION	Administration of CFP 10% of total Grant	1410		\$ 1,204,010	\$ 1,314,591	\$ 1,314,591	\$ 1,314,591	Work completed
	Inspector, Safety Inspectors & In-house A/E Services in accordance with Guidebook 7485.3G, Paragraph 2-19C, Administrative Costs.	1410		569,939.0	459,358.0	459,358.0	459,358.0	Work completed
	Subtotal Administration			\$ 1,773,949	\$ 1,773,949	\$ 1,773,949	\$ 1,773,949	
FEES AND COSTS	A/E Consultants	1430	As Req.	\$ 759,711	\$ 1,034,711	\$ 907,298	\$ 203,173	Work in progress
	HA-Wide Lead Testing	1430	As Req.	50,000	72,220	72,220	27,761	Work in progress
	HA-Wide Asbestos Testing	1430	As Req.	50,000	55,000	50,000	1,015	Work in progress
	Subtotal Fees and Costs			\$ 859,711	\$ 1,161,931	\$ 1,029,518	\$ 231,949	
OPERATING SUBSIDY (@ 20% OF TOTAL GRANT)		1406		\$ 2,408,021	\$ 2,408,021	\$ 2,408,021	\$ 2,408,021	Work completed
		TOTAL GRANT:		\$ 12,020,104	\$ 12,040,104	\$ 9,591,507	\$ 7,140,573	
Signature of Executive Director		Date		Signature of Public Housing Director/Programs Administrator				
X Gregg Fortner, Executive Director				X				

Annual Statement/Performance and Evaluation Report

Capital Fund Program (CFP)

2003 CFP

Part III: Implementation Schedule

PHA Name:		Grant Type and Number						Federal FY of Grant:
SAN FRANCISCO HOUSING AUTHORITY		Capital Fund Program No: CA39P001501-03 Replacement Housing Factor No:						2003 CFP
Development Number Name/HA-Wide Activities		All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
		Original	Revised	Actual	Original	Revised	Actual	
CAL 1-1, Holly Courts	Boilers, waterlines and valves replacement (phase 1 of 2)	9/30/2005			9/30/2007			Work reprogrammed
CAL 1-2 Potrero Terrace	Hot water lines and boilers replacement (phase 2 of 2)	9/30/2005			9/30/2007			Work reprogrammed
	Vacant Unit Repair			3/31/2005	9/30/2007			Work in progress
	ADA/504 Compliance			3/31/2005			3/31/2005	Work completed
CAL 1-3, Sunnysdale	Slide repairs. Erosion satbilization	9/30/2005			9/30/2007			Work reprogrammed
CAL 1-8, Westside Courts	Water main and sewer improvements (Phase 2 of 3)	9/30/2005			9/30/2007			Work reprogrammed
CAL 1-9, Westbrook	Sidewalks, stairs and handrails repair	9/30/2005			9/30/2007			Work reprogrammed
	Decks repair/replacement (Phase 2 of 2)	9/30/2005			9/30/2007			Work in progress
	Vacant Unit Repair			6/30/2005	9/30/2007			Work in progress
CAL 1-10, Potrero Annex	Sidewalk Repair	9/30/2005			9/30/2007			Work reprogrammed
	Abate Lead			6/30/2005	9/30/2007			Work in progress
	Pest Control			6/30/2005	9/30/2007			Work in progress
	Vacant Unit Repair			6/30/2005	9/30/2007			Work in progress
	Deck Repair			6/30/2005	9/30/2007			Work in progress
CAL 1-15, Ping Yuen	Security gate. Intercom System	9/30/2005			9/30/2007			Work reprogrammed
CAL 1-16, Alemany	ADA/504 Compliance, Ramps	9/30/2005			9/30/2007			Work reprogrammed
	Sidewalk Repairs	9/30/2005			9/30/2007			Work reprogrammed
	Basketball Court			6/30/2005	9/30/2007			Work in progress
	Ventilation			6/30/2005	9/30/2007			Work in progress
CAL 1-17A, Hunters' Point	Slide repairs. Erosion satbilization	9/30/2005			9/30/2007			Work reprogrammed
CAL 1-17 B Hunters Point East	Playground	9/30/2005			9/30/2007			Work reprogrammed
CAL 1-18(1), JFK Towers	Range Replacement	9/30/2005			9/30/2007			Work reprogrammed
	Intercom System	9/30/2005			9/30/2007			Work reprogrammed
	Fire Alarm System	9/30/2005			9/30/2007			Work reprogrammed
Signature of Executive Director		Date			Signature of Public Housing Director/Programs Administrator			Date
X Gregg Fortner, Executive Director					X			

Annual Statement/Performance and Evaluation Report
Capital Fund Program (CFP)

2003 CFP

Part III: Implementation Schedule

PHA Name: SAN FRANCISCO HOUSING AUTHORITY				Grant Type and Number Capital Fund Program No: CA39P001501-03 Replacement Housing Factor No:			Federal FY of Grant: 2003 CFP	
Development Number Name/HA-Wide Activities		All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
		Original	Revised	Actual	Original	Revised	Actual	
CAL 1-18(3) Hunters View	Playground	9/30/2005			9/30/2007			Work in progress
	Sidewalk Repair	9/30/2005			9/30/2007			
	Abate Lead	9/30/2005			9/30/2007			Work in progress
	ADA/504 Compliance	9/30/2005			9/30/2007			
	Vacant Unit Repair	9/30/2005			9/30/2007			Work in progress
CAL 1-18(4) Alice Griffith	Sidewalk Repairs	9/30/2005			9/30/2007			Work reprogrammed
CAL 1-18 (5) Rosa Parks	Abate Asbestos	9/30/2005			9/30/2007			
CAL 1-18 (6) Ping Yuen North	Boiler System	9/30/2005			9/30/2007			Work in progress
CAL 1-18 (7), Velasco Street	Fire alarm system	9/30/2005			9/30/2007			
	Balconies repair	9/30/2005			9/30/2007			Work reprogrammed
	LBP removal	9/30/2005			9/30/2007			Work reprogrammed
CAL 1-18 (10), Woodside Gardens	Fire alarm system	9/30/2005			9/30/2007			Work reprogrammed
CAL 1-18 (13), Mission Dolores	Range Replacement	9/30/2005			9/30/2007			Work reprogrammed
	Boiler System	9/30/2005			9/30/2007			Work in progress
CAL 1-19 (1), 990 Pacific Ave.	Intercom System	9/30/2005			9/30/2007			Work reprogrammed
CAL 1-19 (2), 1750 McAllister	Fire alarm system	9/30/2005			9/30/2007			Work reprogrammed
	Window Repair	9/30/2005			9/30/2007			Work in progress
CAL 1-20, 3850 18th St.	Emergency Generator	9/30/2005			9/30/2007			Work reprogrammed
CAL 1-21 Clementina Towers	Windows	9/30/2005			9/30/2007			Work in progress
CAL 1-27, 350 Ellis St	Intercom System	9/30/2005			9/30/2007			Work reprogrammed
CAL 1-29, 345 Arguello St.	Emergency Generator	9/30/2005			9/30/2007			Work reprogrammed
CAL 1-30A, 462 Duboce St.	Fire alarm system	9/30/2005			9/30/2007			Work reprogrammed
Signature of Executive Director		Date			Signature of Public Housing Director/Programs Administrator			Date
X Gregg Fortner, Executive Director					X			

**Annual Statement/Performance and Evaluation Report
Capital Fund Program (CFP)**

2003 CFP

Part III: Implementation Schedule

PHA Name: SAN FRANCISCO HOUSING AUTHORITY				Grant Type and Number Capital Fund Program No: CA39P001501-03 Replacement Housing Factor No:			Federal FY of Grant: 2003 CFP		
Development Number Name/HA-Wide Activities		All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
		Original	Revised	Actual	Original	Revised	Actual		
CAL 1-31, 25 Sanchez St.	Intercom System	9/30/2005			9/30/2007			Work reprogrammed	
CAL 1-35, 2698 California	Intercom System	9/30/2005			9/30/2007			Work reprogrammed	
CAL 1-36, 227 Bay Street	Intercom System	9/30/2005			9/30/2007			Work reprogrammed	
	Emergency Generator	9/30/2005			9/30/2007			Work in progress	
CAL 1-37, 491 31st Ave.	Intercom System	9/30/2005			9/30/2007			Work reprogrammed	
CAL 1-39 A 939 Eddy Street	Exterior Painting	9/30/2005			9/30/2007				
CAL 1-42 San Jule Apts.	Exterior Painting	9/30/2005			9/30/2007				
CAL 1-43 Robert Pitts Apts.	Lighting	9/30/2005			9/30/2007				
	Exterior Lighting	9/30/2005			9/30/2007				
Signature of Executive Director X Gregg Fortner, Executive Director				Date		Signature of Public Housing Director/Programs Administrator X			
						Date			

Annual Statement/Performance and Evaluation Report

Capital Fund Program (CFP)

2003 CFP

Part III: Implementation Schedule

PHA Name: SAN FRANCISCO HOUSING AUTHORITY				Grant Type and Number Capital Fund Program No: CA39P001501-03 Replacement Housing Factor No:			Federal FY of Grant: 2003 CFP		
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates		
	Original	Revised	Actual	Original	Revised	Actual			
PHA-Wide:	ADA Emergency Exit Signage (Phase 2 of 3)	9/30/2005			9/30/2007			Work reprogrammed	
	HA-Wide Lead Abatement	9/30/2005			9/30/2007		3/31/2005	Work completed	
	HA-Wide Asbestos Abatement	9/30/2005			9/30/2007			Work reprogrammed	
	Mold and Mildew Remediation	9/30/2005			9/30/2007				
	Blood-born pathogens decontamination	9/30/2005			9/30/2007			Work reprogrammed	
	HA-Wide 504/ADA reasonable accommodations	9/30/2005			9/30/2007			Work reprogrammed	
	HA-Wide Fire unit repair	9/30/2005			9/30/2007			Work reprogrammed	
	HA-Wide New appliances	9/30/2005			9/30/2007			Work reprogrammed	
	HA-Wide Sidewalk repair/replacement	9/30/2005			9/30/2007			Work reprogrammed	
	HA-Wide Playground repairs/replacement/removal	9/30/2005			9/30/2007			Work reprogrammed	
	Hardwire smoke detectors (16 developments)	9/30/2005			9/30/2007			Work reprogrammed	
	Elevator upgrades at 22 senior buildings	9/30/2005			9/30/2007			Work reprogrammed	
	Modernization of Property Offices PHA Wide	9/30/2005			9/30/2007			Work in progress	
	Vacant Unit Repair	9/30/2005			9/30/2007				
	Intercom System	9/30/2005			9/30/2007			Work in progress	
Signature of Executive Director				Date		Signature of Public Housing Director/Programs Administrator			
X Gregg Fortner, Executive Director						X			

Annual Statement/Performance and Evaluation Report

Capital Fund Program (CFP)

2003 CFP

Part III: Implementation Schedule

PHA Name: SAN FRANCISCO HOUSING AUTHORITY				Grant Type and Number Capital Fund Program No: CA39P001501-03 Replacement Housing Factor No:			Federal FY of Grant: 2003 CFP			
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates			
	Original	Revised	Actual	Original	Revised	Actual				
<u>NON-DWELLING EQUIPMENT</u>	New Replacement Vehicles (pick-up trucks)	9/30/2005			9/30/2007		3/31/2005	Work completed		
	CCTV System (Security Camera Monitoring System)	9/30/2005			9/30/2007					
	Ergonomic Furniture	9/30/2005			9/30/2007			Work in progress		
	Replace Payroll & Accounts Payable Check Writing Laser Printers	9/30/2005			9/30/2007			Work in progress		
	Computer Hardware	9/30/2005			9/30/2007			Work in progress		
	Replacement/Maintenance Headsets	9/30/2005			9/30/2007					
	Guard Tour System	9/30/2005			9/30/2007					
	Surveillance cameras (senior bldgs.)	9/30/2005			9/30/2007			Work in progress		
	Sewer Camera							Work completed		
Signature of Executive Director				Date		Signature of Public Housing Director/Programs Administrator			Date	
X Gregg Fortner, Executive Director						X				

Annual Statement/Performance and Evaluation Report

Capital Fund Program (CFP)

2003 CFP

Part III: Implementation Schedule

PHA Name:				Grant Type and Number			Federal FY of Grant:				
SAN FRANCISCO HOUSING AUTHORITY				Capital Fund Program No: CA39P001501-03			2003 CFP				
Development Number Name/HA-Wide Activities				All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
				Original	Revised	Actual	Original	Revised	Actual		
<u>MANAGEMENT IMPROVEMENTS</u>											
		NEW MIS SOFTWARE	9/30/2005				9/30/2007			Work in progress	
		TRANSLATION SERVICES	9/30/2005				9/30/2007			Work in progress	
		SECURITY PATROL SERVICES	9/30/2005				9/30/2007		3/31/2005	Work completed	
		CLASSIFICATION STUDIES	9/30/2005				9/30/2007		3/31/2005	Work completed	
		CIVIL RIGHTS	9/30/2005				9/30/2007		3/31/2005	Work completed	
		IMPROVE FIX ASSETS	9/30/2005				9/30/2007		3/31/2005	Work completed	
		IMPROVE COMPUTER SYSTEM	9/30/2005				9/30/2007		3/31/2005	Work completed	
		RESIDENT EMPLOYMENT PROGRAM	9/30/2005				9/30/2007		3/31/2005	Work completed	
		IMPROVE CONTRACT SYSTEM	9/30/2005				9/30/2007		3/31/2005	Work completed	
		IMPROVE ACCOUNTING SYSTEM	9/30/2005				9/30/2007		3/31/2005	Work completed	
	IMPROVE FILING SYSTEM	9/30/2005				9/30/2007		3/31/2005	Work completed		
	SAFETY	9/30/2005				9/30/2007		3/31/2005	Work completed		
Signature of Executive Director				Date		Signature of Public Housing Director/Programs Administrator				Date	
X Gregg Fortner, Executive Director						X					

Annual Statement/Performance and Evaluation Report

Capital Fund Program (CFP)

2003 CFP

Part III: Implementation Schedule

PHA Name: SAN FRANCISCO HOUSING AUTHORITY	Grant Type and Number Capital Fund Program No: CA39P001501-03 Replacement Housing Factor No:	Federal FY of Grant: 2003 CFP
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Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	

ADMINISTRATION	Administration of CFP Grant	9/30/2005			9/30/2007		3/31/2005	Work completed	
	Inspector, Safety Inspectors & In-house A/E in Accordance				9/30/2007		3/31/2005	Work completed	
FEES AND COSTS	A/E Consultants	9/30/2005			9/30/2007			Work in progress	
	HA-Wide Lead Testing	9/30/2005			9/30/2007			Work in progress	
	HA-Wide Asbestos Testing	9/30/2005			9/30/2007			Work in progress	
OPERATING SUBSIDY	(@ 20% OF TOTAL GRANT)	9/30/2005			9/30/2007		3/31/2005	Work completed	

Signature of Executive Director X Gregg Fortner, Executive Director	Date	Signature of Public Housing Director/Programs Administrator X	Date
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Annual Statement/Performance and Evaluation Report

Capital Fund Program - BONUS (CFP)

Part 1: Summary

PHA Name: SAN FRANCISCO HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No: CA39P001502-03 Replacement Housing Factor Grant No:	Federal FY of Grant: 2003 BONUS CFP
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Original Annual Statement: Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: 3/31/05 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$ 518,796	\$ 518,796	\$ 518,796	\$ 518,796
3	1408 Management Improvements Soft Costs	518,796	518,796	518,796	518,796
	Management Improvements Hard Costs				
4	1410 Administration	259,398	259,398	259,398	259,398
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	-	-	-	-
8	1440 Site Acquisition				
9	1450 Site Improvement	196,991	199,491	33,609	18,950
10	1460 Dwelling Structures	775,000	897,500	723,137	190,399
11	1465.1 Dwelling Equipment—Nonexpendable	325,000	200,000	200,000	200,000
12	1470 Nondwelling Structures	-	-	-	-
13	1475 Nondwelling Equipment	-	-	-	-
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency				
	TOTAL CFP Funds	\$2,593,981	\$2,593,981	\$2,253,735	\$1,706,339
	Amount of Annual Grant: (sum of lines.....)	\$2,593,981	\$2,593,981	\$2,253,735	\$1,706,339
	Amount of lines 1430 and 1460 Related to LBP Activities	-	-	-	-
	Amount of lines 1450, 1460 Related to Section 504 compliance	-	-	-	-
	Amount of lines 1408 Related to Security –Soft Costs	-	-	-	-
	Amount of lines 1450, 1460 related to Security-- Hard Costs	-	-	-	-
	Amount of lines 1450, 1460 Related to Energy Conservation Measures	-	-	-	-
	Collateralization Expenses or Debt Service	-	-	-	-

Signature of Executive Director X Gregg Fortner, Executive Director	Date	Signature of Public Housing Director/Programs Administrator X	Date
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**Annual Statement/Performance and Evaluation Report
Capital Fund Program - BONUS (CFP)**

Part II: Supporting Pages

PHA Name: SAN FRANCISCO HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant No: CA39P001502-03 Replacement Housing Factor Grant No:				Federal FY of Grant: 2003 CFP (BONUS)		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity/ %	Total Estimated Cost		Funds Obligated	Funds Expended	STUTUS OF WORK
				Original	Revised			
CAL 1-2 Potrero Terrace	504/ADA	1460	100%	\$ -	9,244	9,244		Work in progress
	Vacant Unit Repair	1460	100%	\$ -	53,411	53,411	18,654	Work in progress
Cal 1-3 Sunnydale	504/ADA	1460	100%	\$ -	6,140	6,140	315	Work in progress
CAL 1-8 Westside Courts	504/ADA	1460	100%	\$ -	10,496	5,739	424	Work in progress
CAL 1-9 Westbrook	Sidewalk Repairs	1450	100%	\$ -	24,468	-	-	Work in progress
CAL 1-10 Potrero Annex	504/ADA	1460	100%	\$ -	2,140	2,140	-	Work in progress
CAL 1-16, Alemany	Site Sewer Repair/Replacement	1450	100%	\$ 50,000	82,100	-	-	Work in progress
	Site Fence Replacement	1450	100%	\$ 96,991	67,432	18,950	18,950	Work in progress
	Fire Damaged Units	1460	100%	\$ -	29,070	29,070	13,014	Work in progress
CAL 1-17 A Hunters Point West	Lead Based Paint Stablization & Painting	1460	100%	\$ -	70,000	70,000	-	Work in progress
CAL 1-17 B Hunters Point East	Lead Based Paint Stablization & Painting	1460	100%	\$ -	40,000	40,000	-	Work in progress
CAL 1-18(1), JFK Towers	Range Replacement	1465	98 DU	\$ 125,000	-			Work reprogrammed
	504/ADA	1460	100	\$ -	3,264	3,264	-	Work in progress
CAL 1-18 (5) Rosa Parks	504/ADA	1460	100	\$ -	2,681	2,681	-	Work in progress
CAL 1-18 (13) Mission Dolores	504/ADA	1460	100	\$ -	816	816	-	Work in progress
CAL 1-19 (2), 1750 McAllister St.	Emergency Retaining Wall Repair/Replacement	1450	100%	\$ 50,000	25,491	14,659	-	Work in progress
	Window Repair	1460	100%	\$ 250,000	259,000	258,496	-	Work in progress
CAL 1-21, Clementina	Window Repair	1460	100%	\$ 50,000	56,000	56,000	-	Work in progress
CAL 1-27 350 Ellis Street	504/ADA	1460	100%	\$ -	1,411	1,411	-	Work in progress
CAL 1-29 Arguello Blvd.	Rehab Elevator	1460	100%	\$ -	69,753	69,753	69,753	Work completed
CAL 1-31, 25 Sanchez St.	Emergency Boiler Replacement	1460	100%	\$ 150,000	121,011	84,764	84,764	Work in progress
	Generator	1460	100%	\$ -	3,325	3,325	3,325	Work completed
CAL 1-39A, 939 Eddy Street	Exterior Repairs and Painting	1460	100%	\$ 25,000	-			Work reprogrammed
CAL 1-43 Robert Pitts Apts.	504/ADA	1460	100%	\$ -	11,114	11,114	-	Work in progress
Signature of Executive Director		Date		Signature of Public Housing Director/Programs Administrator				
X Gregg Fortner, Executive Director				X				

**Annual Statement/Performance and Evaluation Report
Capital Fund Program - BONUS (CFP)
Part II: Supporting Pages**

PHA Name: SAN FRANCISCO HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No: CA39P001502-03 Replacement Housing Factor Grant No:	Federal FY of Grant: 2003 CFP (BONUS)
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Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity/ %	Total Estimated Cost		Funds Obligated	Funds Expended	STATUS OF WORK
				Original	Revised			
PHA-Wide:								
	HA-Wide 504/ADA reasonable accommodations	1460	As Req.	\$ 150,000	102,694	15,770	152	Work in progressed
	HA-Wide Fire unit repair	1460	As Req.	\$ 150,000	45,930	-	-	Work in progressed
	HA-Wide New appliances	1465.1	As Req.	\$ 200,000	200,000	200,000	200,000	Work completed
	Subtotal Construction			\$ 1,296,991	\$ 1,296,991	\$ 956,745	\$ 409,349	
NON-DWELLING EQUIPMENT								
	Subtotal Non-Dwelling Equipment			\$ -	-	-	-	

Signature of Executive Director X Gregg Fortner, Executive Director	Date	Signature of Public Housing Director/Programs Administrator X
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**Annual Statement/Performance and Evaluation Report
Capital Fund Program - BONUS (CFP)**

Part II: Supporting Pages

PHA Name: SAN FRANCISCO HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant No: CA39P001502-03 Replacement Housing Factor Grant No:				Federal FY of Grant: 2003 CFP (BONUS)		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity/ %	Total Estimated Cost		Funds Obligated	Funds Expended	STATUS OF WORK
				Original	Revised			
MANAGEMENT IMPROVEMENTS (@ 20% OF TOTAL GRANT)	SECURITY PATROL SERVICES	1408	100%	\$ 518,796	518,796	518,796	518,796	Work completed
	Subtotal Management Improvements				\$ 518,796	518,796	518,796	518,796
ADMINISTRATION	Administration of CFP 10% of total Grant	1410		\$ 259,398	259,398	259,398	259,398	Work completed
	Subtotal Administration			\$ 259,398	259,398	259,398	259,398	
FEES AND COSTS								
	Subtotal Fees and Costs			\$ -	-			
OPERATING SUBSIDY (@ 20% OF TOTAL GRANT)		1406		\$ 518,796	518,796	518,796	518,796	Work completed
						2,455		
	TOTAL GRANT:			\$ 2,593,981	2,593,981	2,253,735	1,706,339	
Signature of Executive Director X Gregg Fortner, Executive Director		Date		Signature of Public Housing Director/Programs Administrator X				

Annual Statement/Performance and Evaluation Report

Capital Fund Program - BONUS (CFP)

Part III: Implementation Schedule

PHA Name:		Grant Type and Number						Federal FY of Grant:
SAN FRANCISCO HOUSING AUTHORITY		Capital Fund Program No: CA39P001502-03 Replacement Housing Factor No:						2003 BONUS CFP
Development Number Name/HA-Wide Activities		All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
		Original	Revised	Actual	Original	Revised	Actual	
CAL 1-2 Potrero Terrace	504/ADA	9/16/2005			9/30/2007			Work in progress
	Vacant Unit Repair	9/16/2005			9/30/2007			Work in progress
CAL 1-3 Sunnydale	504/ADA	9/16/2005			9/30/2007			Work in progress
CAL 1-8 Westside Courts	504/ADA	9/16/2005			9/30/2007			Work in progress
CAL 1-9 Westbrook	Sidewalk Repairs	9/16/2005			9/30/2007			Work in progress
CAL 1-10 Potrero Annex	504/ADA	9/16/2005			9/30/2007			Work in progress
CAL 1-16 Alemany	Site Sewer Repair/Replacement	9/16/2005			9/30/2007			Work in progress
	Site Fence Replacement	9/16/2005			9/30/2007			Work in progress
	Fire Damaged Units	9/16/2005			9/30/2007			Work in progress
CAL 1-17A Hunters Point West	Lead Based Paint Stabilization & Painting	9/16/2005			9/30/2007			Work in progress
CAL 1-17 B Hunters Point East	Lead Based Paint Stabilization & Painting	9/16/2005			9/30/2007			Work in progress
CAL 1-18 (1), JFK Towers	Range Replacement	9/16/2005			9/30/2007			Work reprogrammed
	504/ADA	9/16/2005			9/30/2007			Work in progress
CAL 1-18 (5) Rosa Parks	504/ADA	9/16/2005			9/30/2007			Work in progress
CAL 1-18 (13) Mission Dolores	504/ADA	9/16/2005			9/30/2007			Work in progress
CAL 1-19 (2), 1750 McAllister St.	Emergency Retaining Wall	9/16/2005			9/30/2007			Work in progress
	Repair/Replacement							
	Window Repair	9/16/2005			9/30/2007			Work in progress
CAL 1-21, Clementina	Window Repair	9/16/2005			9/30/2007			Work in progress
CAL 1-27 350 Ellis Street	504/ADA	9/16/2005			9/30/2007			Work in progress
CAL 1-29 Arguello Blvd.	Rehab Elevator	9/16/2005			9/30/2007		3/31/2005	Work completed
CAL 1-31, Sanchez St.	Emergency Boiler Replacement	9/16/2005			9/30/2007			Work in progress
	Generator	9/16/2005			9/30/2007		3/31/2005	Work completed
CAL 1-39A, 939 Eddy Street	Exterior Repairs and Painting	9/16/2005			9/30/2007			Work reprogrammed
CAL 1-43 Robert Pitts Apts.	504/ADA	9/16/2005			9/30/2007			Work in progress
Signature of Executive Director		Date			Signature of Public Housing Director/Programs Ac			Date
X Gregg Fortner, Executive Director					X			

**Annual Statement/Performance and Evaluation Report
Capital Fund Program - BONUS (CFP)**

Part III: Implementation Schedule

PHA Name:				Grant Type and Number			Federal FY of Grant:		
SAN FRANCISCO HOUSING AUTHORITY				Capital Fund Program No: CA39P001502-03			2003 BONUS CFP		
Development Number Name/HA-Wide Activities				All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)	Reasons for Revised Target Dates	
				Original	Revised	Actual			Original
PHA-Wide:									
HA-Wide 504/ADA reasonable accommodations		9/16/2005			9/30/2007		Work in progress		
HA-Wide Fire unit repair		9/16/2005			9/30/2007		Work in progress		
HA-Wide New appliances		9/16/2005			9/30/2007	3/31/2005	Work completed		
MANAGEMENT IMPROVEMENTS									
SECURITY PATROL SERVICES		9/16/2005			9/30/2007	3/31/2005	Work completed		
ADMINISTRATION									
Administration of CFP Grant		9/16/2005			9/30/2007	3/31/2005	Work completed		
OPERATING SUBSIDY									
(@ 20% OF TOTAL GRANT)		9/16/2005			9/30/2007	3/31/2005	Work completed		
Signature of Executive Director				Date		Signature of Public Housing Director/Programs Administrator		Date	
X Gregg Fortner, Executive Director						X			

Annual Statement/Performance and Evaluation Report
Capital Fund Program - REPLACEMENT HOUSING FACTOR (CFP-RHF)
Part 1: Summary

PHA Name: SAN FRANCISCO HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: CA39R001501-03	Federal FY of Grant: 2003 RHF
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Original Annual Statement: Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)
Performance and Evaluation Report for Period Ending: 3/31/05 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$ -	\$ -	\$ -	\$ -
3	1408 Management Improvements Soft Costs	-	-	-	-
	Management Improvements Hard Costs				
4	1410 Administration	-	-	-	-
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	-	-	-	-
8	1440 Site Acquisition				
9	1450 Site Improvement	-	-	-	-
10	1460 Dwelling Structures	241,475	241,475	-	-
11	1465.1 Dwelling Equipment—Nonexpendable	-	-	-	-
12	1470 Nondwelling Structures	-	-	-	-
13	1475 Nondwelling Equipment	-	-	-	-
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency				
	TOTAL CFP Funds	\$241,475	\$241,475	\$0	\$0
	Amount of Annual Grant: (sum of lines.....)	\$241,475	\$241,475	\$0	\$0
	Amount of lines 1430 and 1460 Related to LBP Activities	-	-	-	-
	Amount of lines 1450, 1460 Related to Section 504 compliance	-	-	-	-
	Amount of lines 1408 Related to Security –Soft Costs	-	-	-	-
	Amount of lines 1450, 1460 related to Security-- Hard Costs	-	-	-	-
	Amount of lines 1450, 1460 Related to Energy Conservation Measures	-	-	-	-
	Collateralization Expenses or Debt Service	-	-	-	-

Signature of Executive Director X Gregg Fortner, Executive Director	Date	Signature of Public Housing Director/Programs Administrator X	Date
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**Annual Statement/Performance and Evaluation Report
Capital Fund Program - REPLACEMENT HOUSING FACTOR (CFPRHF)**

Part II: Supporting Pages

PHA Name: SAN FRANCISCO HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: CA39R001501-03				Federal FY of Grant: 2003 RHF		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Funds Obligated	Funds Expended	Status of Work
				Original	Revised			
CAL 1-18(6), Ping Yuen North	6 New Housing Units for Seniors	1460	100%	\$ 241,475	\$ 241,475			Pending HUD approval
Signature of Executive Director				Signature of Public Housing Director/Programs Administrator		Date		
Date				Date		Date		
X Gregg Fortner, Executive Director				X				

Annual Statement/Performance and Evaluation Report
Capital Fund Program - REPLACEMENT HOUSING FACFTOR (CFPRHF)

Part III: Implementation Schedule

PHA Name:				Grant Type and Number				Federal FY of Grant:	
SAN FRANCISCO HOUSING AUTHORITY				Capital Fund Program No:				2003 RHF	
Replacement Housing Factor No: CA39R001501-03									
Development Number Name/HA-Wide Activities		All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
		Original	Revised	Actual	Original	Revised	Actual		
CAL 1-18 (6), Ping Yuen North	6 New Housing Units for Seniors	9/16/2005			9/16/2007			Pending HUD approval	
Signature of Executive Director				Signature of Public Housing Director/Programs Administra				Date	
Date				Date					
X Gregg Fortner, Executive Director				X					

PHA/HA Name SAN FRANCISCO HOUSING AUTHORITY 2002 CAPITAL FUND			Comprehensive Grant Number CA39P001501-02		FFY of Grant Approval 2002	
<input type="checkbox"/> Original Annual Statement Revised 09/24/02			<input type="checkbox"/> Reserve for Disasters/Emergencies		Revised Annual Statement/Revision Number ____	
<input checked="" type="checkbox"/> Performance & Evaluation Report as of _03/31/05____			<input type="checkbox"/> Final Performance & Evaluation Report			
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Costs (2)		
		Original	Revised (1)	Obligated	Expended	
1	Total Non-CGP Funds					
2	1406 Operating Subsidy	\$3,149,643	\$3,149,643	\$3,149,643	\$3,149,643	
3	1408 Management Improvement	3,149,643	3,149,643	3,149,643	3,139,116	
4	1410 Administration	2,137,964	2,137,964	2,137,964	2,137,964	
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	1,384,704	1,384,704	1,384,704	994,618	
8	1440 Site Acquisition					
9	1450 Site Improvement	135,315	131,719	131,719	110,316	
10	1460 Dwelling Structures	5,471,441	5,454,204	5,454,204	3,780,797	
11	1465.1 Dwelling Equipment - Nonexpendable	150,000	150,000	150,000	150,000	
12	1470 Nondwelling Structures					
13	1475 Nondwelling Equipment	167,363	167,363	167,363	164,902	
14	1485 Demolition					
15	1490 Replacement Reserve					
16	1492 Moving to Work Demonstration					
17	1495.1 Relocation Cost	2,142	2,142	2,142	2,142	
18	1498 Mod Used for Development					
19	1502 Contingency (may not exceed 8% of line 18)					
20	Amount of Annual Grant (Sum of lines 2-17)	\$15,748,215	\$15,727,382	\$15,727,382	\$13,629,497	
21	Amount of line 18 Related to LBP Activities	\$1,397,925	\$1,397,925	\$ 1,397,925	\$ 925,825	
22	Amount of line 18 Related to Section 504 Compliar	196,282	192,045	192,045	141,850	
23	Amount of line 18 Related to Security	2,347,594	2,348,131	2,348,131	2,347,594	
24	Amount of line 18 Related to Energy Conservation	546,875	546,875	546,875	546,875	
Signature of Executive Director and _____ Date _____			Signature of Public Housing Director/Programs Adminis Date _____ Date _____			
X Gregg Fortner, Executive Director			X			

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Account Number	Quantity	Total Estimated Cost		Funds Obligated ²	Funds Expended ²
				Original	Revised ¹		
CAL 1-1, Holly Courts	Boilers, water lines and valves replacement (Phase 2 of 3)	1460	100%	\$373,818	\$ 373,818.00	\$ 373,818	\$ 373,818
	Property Office Upgrade	1460	100%	149,086	127,341	127,341	127,341
CAL 1-2 Potrero Terrace	Playground	1450	100%	-	-	-	-
	Vacant Unit Repair	1460	100%	589,692	642,709	642,709	419,637
	Abate Lead	1460	100%	344,560	344,560	344,560	344,560
	504/ADA Compliance	1460	100%	17,559	11,152	11,152	11,152
	Water & Boiler System	1460	100%	23,057	23,057	23,057	23,057
CAL 1-3, Sunnydale	Site Work	1450	100%	135,315	131,719	131,719	110,316
	Vacant Unit Repair	1460	100%	286,631	433,878	433,878	240,995
CAL 1-8, Westside Courts	Water main line & sewer improv. (Phase 1)	1460	100%	-	-	-	-
	Abate lead	1460	100%	14,640	14,640	14,640	14,640
	504/ADA Compliance	1460	100%	3,626	3,626	3,626	3,626
CAL 1-9, Westbrook	Emergency Decks repair/ replacement (Phase 1)	1460	100%	-	-	-	-
	Waterproofing and structural repairs	1460	100%	-	-	-	-
	Vacant Unit Repair	1460	100%	182,245	121,173	121,173	121,173
	504/ADA Compliance	1460	100%	4,744	2,948	2,948	2,948
CAL 1-10, Potrero Annex	Waterproofing and structural repairs	1460	100%	-	-	-	-
	504/ADA Compliance	1460	100%	3,612	3,406	3,406	3,406
	Vacant Unit Repair	1460	100%	78,397	75,459	75,459	58,549
CAL 1-15, Ping Yuen	504/ADA Compliance. Common spaces	1460	100%	10,020	8,340	8,340	392
	Upgrade ventilation system	1460	100%	24,500	-	-	-
CAL 1-16 Alemany	Vacant Unit Repair	1460	100%	75,026	61,164	61,164	61,164
CAL 1-17A Hunters Point West	Vacant Unit Repair	1460	100%	38,241	28,948	28,948	28,948
	Playground	1450	100%	-	-	-	-
	Lead Base Paint Remediation	1460	100%	-	-	-	-
CAL 1-17B Hunters Point East	Vacant Unit Repair	1460	100%	27,626	22,820	22,820	22,820
	504/ADA Compliance	1460	100%	2,935	2,935	2,935	2,935
	Lead Base Paint Remediation	1460	100%	138,725	138,725	138,725	-
CAL 1-18 (1) JFK Towers	504/ADA Compliance	1460	100%	-	-	-	-
CAL 1-18(3) Hunters View	Vacant Unit Repair	1460	100%	337,083	327,168	327,168	275,239
	Lead Base Paint Remediation	1460	100%	900,000	900,000	900,000	566,625
CAL 1-18(4) Alice Griffith	Waterproofing and structural repair	1460	100%	-	-	-	-
	Security booth upgrade	1460	100%	-	-	-	-
	Vacant Unit Repair	1460	100%	314,751	249,776	249,776	249,776
Signature of Executive Director and X Gregg Fortner, Executive Director		Date		Signature of Public Housing Director/Programs Administrator X			

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Account Number	Quantity	Total Estimated Cost		Funds Obligated ²	Funds Expended ²
				Original	Revised ¹		
CAL 1-18(6) Ping Yuen North	504/ADA Compliance	1460	100%	\$ 16,303	\$ 16,303	\$ 16,303	\$ 16,303
	Vacant Unit Repair	1460	100%	28,809	20,114	20,114	20,114
CAL 1-18 (7) Velasco St.	Deck Repairs	1460	100%	69,112	69,112	69,112	69,112
CAL 1-18 (10), Woodside Gardens	Range replacement	1465.1	100%	-	-	-	-
	Boiler replacement	1460	100%	-	-	-	-
CAL 1-18(13), Mission Dolores	Install new intercom system	1460	100%	-	-	-	-
	504/ADA Compliance	1460	100%	2,970	2,970	2,970	2,879
CAL 1-19 (1), 990 Pacific Ave.	Replace fire alarm system	1460	100%	-	-	-	-
	Range replacement	1465.1	100%	-	-	-	-
	Boiler replacement	1460	100%	219,740	219,740	219,740	126,961
CAL 1-20, 3850 18th St.	Replace fire alarm system	1460	100%	-	-	-	-
	504/ADA Compliance	1460	100%	351	351	351	351
CAL 1-21 Clementina Towers	504/ADA Compliance	1460	100%	3,395	4,963	4,963	328
CAL 1-23, 1880 Pine St.	New intercom system	1460	100%	-	-	-	-
	Replace fire alarm system	1460	100%	-	-	-	-
CAL 1-27, 350 Ellis St	Replace fire alarm system	1460	100%	-	-	-	-
CAL 1-28, 666 Ellis St	Replace fire alarm system	1460	100%	-	-	-	-
CAL 1-30 A Duboce St.	Generator	1460	100%	-	-	-	-
CAL 1-31 Sanchez Street	Boiler replacement	1460	100%	153,323	153,323	153,323	153,323
CAL 1-32, 1760 Bush St.	Replace fire alarm system	1460	100%	-	-	-	-
	Generator	1460	100%	8,777	10,313	10,313	8,543
CAL 1-34B Noriega Street	Exterior Repairs & Painting	1460	100%	166,000	166,680	166,680	114,726
CAL 1-35, 2698 California St.	504/ADA compliance. Units	1460	100%	-	-	-	-
CAL 1-35B Great Highway	Vacant Unit Repair	1460	100%	10,629	10,629	10,629	472
	Exterior Repairs & Painting	1460	100%	105,000	105,590	105,590	93,924
CAL 1-36 227 Bay St.	Generator	1460	100%	-	-	-	-
CAL 1-41 430/440 Turk St.	Roofing /Waterproofing	1460	100%	519,296	519,296	519,296	26,474
CAL 1-43 Robert Pitts	504/ADA Compliance	1460	100%	12,583	22,061	22,061	16,862
	Vacant Unit Repair	1460	100%	\$0	\$20,833	20,833	0
SUBTOTAL :				\$5,392,177	\$5,391,640	\$5,391,640	\$3,713,489
Signature of Executive Director and X Gregg Fortner, Executive Director			Date	Signature of Public Housing Director/Programs Administrator X			

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Account Number	Quantity	Total Estimated Cost		Funds Obligated ²	Funds Expended ²
				Original	Revised ¹		
<u>HA-Wide HQS (Housing Quality Standards Compliance)</u>							
Repair/replacement for the following: heaters, bathtub/shower, toilet, windows, floor tile, kitchen cabinets, sink/plumbing, stove/vent, ceilings, walls, doors/frames, electrical, refrigerator and/or other HQS items							
<u>HA-Wide Priority Replacement Housing</u>							
<u>HA-Wide Lead Testing</u>		1430	As Req.	\$ 51,669	\$ 42,735	\$ 42,735	\$ 20,061
<u>HA-Wide Lead Abatement</u>		1460	As Req.	-	-	-	-
<u>HA-Wide Asbestos Testing</u>		1430	As Req.	33,673	33,673	33,673	9,989
<u>HA-Wide Asbestos Abatement</u>		1460	As Req.	-	-	-	-
<u>Mold and Mildew Remediation</u>		1460	As Req.	-	-	-	-
<u>Blood-born pathogens decontamination</u>		1460	As Req.	-	-	-	-
<u>HA-Wide 504/ADA reasonable accommodations</u>		1460	As Req.	-	-	-	-
<u>HA-Wide Fire unit repair</u>		1460	As Req.	-	-	-	-
<u>HA-Wide New appliances</u>		1465.1	As Req.	150,000	150,000	150,000	150,000
<u>HA-Wide Hazard testing</u>		1430	As Req.	4,738	4,738	4,738	4,745
<u>HA-Wide Sidewalk repair/replacement</u>		1450	As Req.	-	-	-	-
<u>HA-Wide Playground repairs/replacement/removal</u>		1450	As Req.	-	-	-	-
<u>ADA Emergency Exit Signage</u>		1460	Phases 1 Of	121,579	121,579	121,579	84,624
<u>Hardwire smoke detectors (16 developments)</u>		1460	As Req.	-	-	-	-
<u>Elevator upgrades at 22 senior buildings</u>		1460	As Req.	-	-	-	-
<u>Improve lighting</u>		1450	As Req.	-	-	-	-
<u>Modernization of Property Offices PHA Wide</u>		1460	1	-	-	-	-
<u>HA-Wide Fire Alarm System</u>		1460	As Req.	-	-	-	-
<u>HA-Wide Roofing - Roof Top</u>		1460	As Req.	-	-	-	-
<u>HA-Wide Generators</u>		1460	As Req.	-	-	-	-
<u>HA-Wide Intercom Systems</u>		1460	As Req.	93,000	93,537	93,537	93,000
SUBTOTAL PHA WIDE:				\$454,659	\$446,262	\$446,262	\$362,420
TOTAL CONSTRUCTION:				\$5,846,836	\$5,837,902	\$5,837,902	\$4,075,908
Signature of Executive Director and X Gregg Fortner, Executive Director			Date	Signature of Public Housing Director/Programs Administrator X			

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Account Number	Quantity	Total Estimated Cost		Funds Obligated ²	Funds Expended ²	
				Original	Revised ¹			
Management Improvements								
(20% of total grant)								
M.I.S.- New accounting and Management Software		1408		\$ 89,018	\$ 110,804	\$ 110,804	\$ 105,542	
Implement Accounting & Management Software		1408		270,475	250,012	250,012	250,012	
Security		1408		2,226,129	2,226,129	2,226,129	2,226,129	
Hope VI application		1408		11,800	11,800	11,800	8,350	
Photographic & Imaging equipment for Employee ID badge		1408		3,827	3,827	3,827	3,827	
Staff Training - Finance		1408		14,499	13,176	13,176	13,176	
Staff Training - Customer Services		1408		5,023	5,023	5,023	5,023	
Applicant screening services		1408		-	-	-	-	
Resident Eviction Costs		1408		-	-	-	-	
Resident Notices/ mailing		1408		739	739	739	739	
Reference materials		1408		-	-	-	-	
Resident Initiative Program		1408		70,943	70,943	70,943	69,129	
Civil Rights		1408		43,690	43,690	43,690	43,690	
Implement Fixed Asset Tracking System		1408		47,748	47,748	47,748	47,748	
Improve Section 3 Program Implementation		1408		138,509	138,509	138,509	138,509	
Improve Procurement Policy Management		1408		81,535	81,535	81,535	81,535	
Improve Vendor's Invoice Management		1408		44,225	44,225	44,225	44,225	
Improve New Record Retention System		1408		3,785	3,785	3,785	3,785	
Improve Safety & Risk Retention Program		1408		97,698	97,698	97,698	97,698	
				SUBTOTAL:	\$3,149,643	\$3,149,643	\$3,149,643	\$3,139,116
Signature of Executive Director and Date				Signature of Public Housing Director/Programs Administrator				
x Gregg Fortner, Executive Director				x				

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Account Number	Quantity	Total Estimated Cost		Funds Obligated ²	Funds Expended ²	
				Original	Revised ¹			
Administration	Administration of CGP - 10% of total Grant	1410	100%	\$ 1,574,821	\$ 1,574,821	\$ 1,574,821	\$ 1,574,821	
	Administration - Inspectors, Safety Inspectors & In-house A/E Services	1410	100%	563,143	563,143	563,143	563,143	
Fees & Costs	A/E consultants	1430	100%	1,294,624	1,303,558	1,303,558	959,822	
(@ 8% of Total Grant)	Needs Assessment Market Analysis.	1430	100%	-	-	-	-	
Contingency	Construction Contingency	1502	100%	-	-	-	-	
(@ 0% of Total Grant)								
Operating Subsidy		1406	100%	3,149,643	3,149,643	3,149,643	3,149,643	
(@20% of total grant)								
Nondwelling	Preventive ergonomic office furniture	1475	100%	31,301	31,301	31,301	28,922	
Equipment/Structure	Vehicles	1475	100%	30,690	30,690	30,690	30,690	
	Surveillance cameras (Phase I, snr bldgs.)	1475	100%	28,465	28,465	28,465	28,465	
	Computer Hardware	1475	100%	76,907	76,907	76,907	76,825	
Relocation	Relocation	1495	100%	2,142	2,142	2,142	2,142	
				SUBTOTAL:	\$6,751,736	\$6,760,670	\$6,760,670	\$6,414,473
				TOTAL GRANT:	\$15,748,215	\$15,748,215	\$15,748,215	13,629,497

Signature of Executive Director and

Date

X
Gregg Fortner, Executive Director

Signature of Public Housing Director/Programs Administrator

X

Status of Proposed Work ²
Work completed
Work completed
Work reprogrammed
Work in progress
Work completed
Work completed
Work completed
Add line item
Work in progress
Work reprogrammed
Work completed
Work completed
Work reprogrammed
Work reprogrammed
Work completed for Phase II - Phase I transferred to CFP 2000
Work completed
Work reprogrammed
Work completed
Work in progress
Work in progress
Work reprogrammed
Work in progress
Work completed on Phase II - Phase I transferred to CFP 2000
Work reprogrammed
Work reprogrammed
Work completed on Phase II - Phase I transferred to CFP 2000
Work completed
Work in progress
Work reprogrammed
Work in progress
Add line item, transfer from CFP 2003, work in progress
Work reprogrammed
Work reprogrammed
Work completed
Date

Status of Proposed Work ²
Work completed
Work completed
Work completed
Work reprogrammed
Work reprogrammed
Work reprogrammed
Work in progress
Work reprogrammed
Work reprogrammed
Line item transfer from CFP 2003, work in prog
Work reprogrammed
Work completed
Work in progress
Work reprogrammed
Work reprogrammed
Work reprogrammed
Work reprogrammed
Work reprogrammed
Line item transfer from CFP 2003, completed
Work reprogrammed
Line item transfer from CFP 2000, in progress
Line item transfer from CFP 2003, in progress
Work reprogrammed
Work in progress
Line item transfer from CFP 2003, in progress
Work reprogrammed
Work in progress
Work in progress
Add line item, work in progress
Date

Status of Proposed Work ²
Work in progress
Work reprogrammed
Work in progress
Work reprogrammed
Re-programmed line item
Re-programmed line item
Re-programmed line item
Re-programmed line item
Work completed
Work completed
Re-programmed line item
Re-programmed line item
Work in progress
Re-programmed line item
Re-programmed line item
Re-programmed line item
Re-programmed line item
Re-programmed line item
Re-programmed line item
Re-programmed line item
Work in progress
Date

Status of Proposed Work ²

Work in progress

Work complete

Work complete

Work in progress

Work complete

Work complete

Work complete

Work reprogrammed

Work reprogramemd

Work complete

Work reprogrammed

Work in progress

Work complete

Work complete

Work complete

Work complete

Work complete

Work complete

Work complete

Date

Status of Proposed Work ²
Work complete
Work complete
Work in progress
Reprogrammed line item - transfer to CFP 2000
Work completed
Work completed
Work completed
Work completed
Add line item, work completed
Work completed
Date

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)		
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)
1-1 Holly Courts Boilers, water lines and valves replacement (Phase 2 of 3) Property Office Upgrade	9/30/2004	12/31/2003 3/30/2003	12/31/2003 3/30/2003	9/30/2006	9/30/2006	6/30/2004 3/31/2005
1-2 Potrero Terrace Playground Vacant Unit Repair Abate Lead 504/ADA Compliance Water & Boiler System	9/30/2004 9/30/2004	6/30/2003 12/31/2003 12/31/2003 12/31/2003	6/30/2003 12/31/2003 12/31/2003 12/31/2003	9/30/2006 9/30/2006	9/30/2006 9/30/2006	3/31/2005 3/31/2005
1-3 Sunnydale Site Work Vacant Unit Repair	9/30/2004 9/30/2004	6/30/2003	9/30/2004 6/30/2003	9/30/2006 9/30/2006	9/30/2006	
1-8 Westside Courts Water main line & sewer improv. Abate Lead 504/ADA Compliance	9/30/2004	12/31/2003	12/31/2003 8/31/2004	9/30/2006	9/30/2006	6/30/2004 3/31/2005
1-9 Westbrook Emergency Decks repair/ replacement Waterproofing and structural repairs Vacant Unit Repair 504/ADA Compliance	9/30/2004 9/30/2004 9/30/2004	6/30/2003 12/31/2003	6/30/2003 12/31/2003	9/30/2006 9/30/2006 9/30/2006	9/30/2006 9/30/2006	3/31/2005 3/31/2005
1-10 Potrero Annex Waterproofing and structural repairs 504/ADA Compliance Vacant Unit Repair	9/30/2004	12/31/2003 6/30/2003	12/31/2003 6/30/2003	9/30/2006	9/30/2006 9/30/2006	3/31/2005
Signature of Executive Director			Date	Signature of Public Housing Director/Programs Administrator		
X Gregg Fortner, Executive Director				X		

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)		
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)
1-15 Ping Yuen 504/ADA Compliance. Common spaces Upgrade ventilation system	9/30/2004 9/30/2004	3/31/2003	3/31/2003	9/30/2006 9/30/2006		
1-16 Alemany Vacant Unit Repair		6/30/2003	6/30/2003	9/30/2006		
1-17A Hunters Point West Vacant Unit Repair Playground Lead Based Paint Remediation		6/30/2003	6/30/2003		9/30/2006	3/31/2005
1-17B Hunters Point East Vacant Unit Repair 504/ADA Compliance Lead Based Paint Remediation	9/30/2004	6/30/2003 12/31/2003	6/30/2003 12/31/2003	9/30/2006 9/30/2006	9/30/2006	3/31/2005 3/31/2005
1-18(1) JFK Towers 504/ADA Compliance						
1-18(3) Hunters View Vacant Unit Repair Lead Based Paint Remediation	9/30/2004	6/30/2003	6/30/2003 9/30/2004	9/30/2006	9/30/2006	
1-18(4), Alice Griffith Waterproofing and structural repair Security booth upgrade Vacant Unit Repair	9/30/2004 9/30/2004 9/30/2004	6/30/2003	6/30/2003	9/30/2006 9/30/2006 9/30/2006	3/31/2005	3/31/2005
Signature of Executive Director			Date	Signature of Public Housing Director/Programs Administrator		
X Gregg Fortner, Executive Director				X		

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)		
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)
1-18(6) Ping Yuen North 504/ADA Compliance Vacant Unit Repair		12/31/2003 6/30/2003	12/31/2003 6/30/2003	9/30/2006 9/30/2006		8/31/2004 3/31/2005
1-18(7) Velasco St. Deck Repairs		3/31/2003	3/31/2003	9/30/2006		3/31/2005
1-18(10), Woodside Gardens Range replacement Boiler replacement	9/30/2004 9/30/2004			9/30/2006 9/30/2006		
1-18(13), Mission Dolores Install new Intercom system 504/ADA Compliance	9/30/2004			9/30/2006	9/30/2006	
1-19 (1), 990 Pacific Ave. Replace Fire Alarm system Range replacement Boiler replacement	9/30/2004 9/30/2004		9/30/2004	9/30/2006 9/30/2006	9/30/2006	
1-20, 3850 18thSt. Replace Fire Alarm system 504/ADA Compliance	9/30/2004	12/31/2003	12/31/2003	9/30/2006 9/30/2006		8/31/2004
1-21 Clementina Towers 504/ADA Compliance			9/30/2004		9/30/2006	
1-23, 1880 Pine St. New Intercom system Replace Fire Alarm system	9/30/2004 9/30/2004			9/30/2006 9/30/2006		
Signature of Executive Director			Date	Signature of Public Housing Director/Programs Administrator		
X Gregg Fortner, Executive Director				X		

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)		
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)
1-27, 350 Ellis St Replace Fire Alarm system	9/30/2004			9/30/2006		
1-28, 666 Ellis St Replace Fire Alarm system	9/30/2004			9/30/2006		
1-30A Duboce St. Generator	9/30/2004			9/30/2006		
1-31 Sanchez Street Boiler replacement			9/30/2004		9/30/2006	3/31/2005
1-32, 1760 Bush St. Replace Fire Alarm system	9/30/2004			9/30/2006		
Generator			9/30/2004		9/30/2006	
1-34E Noriega Street Exterior Repairs & Painting			9/30/2004		9/30/2006	
1-35, 2698 California 504/ADA compliance. Units	9/30/2004			9/30/2006		
1-35B Great Highway Vacant Unit Repair			6/30/2004		9/30/2006	
Exterior Repairs & Painting			9/30/2004		9/30/2006	
1-36 227 Bay St. Generator	9/30/2004			9/30/2006		
Signature of Executive Director		Date		Signature of Public Housing Director/Programs Administrator		
X				X		

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)		
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)
Gregg Fortner, Executive Director						

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)		
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)
1-41 430/440 Turk St. Roofing/Waterproofing			3/31/2004		9/30/2006	
1-43 Robert Pitts 504/ADA compliance Vacant Unit Repair			3/31/2004 9/30/2004		9/30/2006 9/30/2006	
Signature of Executive Director			Date	Signature of Public Housing Director/Programs Administrator		
X Gregg Fortner, Executive Director				X		

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)		
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)
PHA Wide						
HA-Wide Lead Testing	9/30/2004			9/30/2006		
HA-Wide Lead Abatement	9/30/2004			9/30/2006		
HA-Wide Asbestos Testing	9/30/2004			9/30/2006		
HA-Wide Asbestos Abatement	9/30/2004			9/30/2006		
Mold and Mildew Remediation	9/30/2004			9/30/2006		
Blood-born pathogens decontamination	9/30/2004			9/30/2006		
HA-Wide 504/ADA reasonable accommodatio	9/30/2004			9/30/2006		
HA-Wide Fire unit repair	9/30/2004			9/30/2006		
HA-Wide New appliances	9/30/2004		6/30/2004	9/30/2006		6/30/2004
HA-Wide Hazard testing	9/30/2004		6/30/2004	9/30/2006		6/30/2004
HA-Wide Sidewalk repair/replacement	9/30/2004			9/30/2006		
HA-Wide Playground repairs/replacement/rem	9/30/2004			9/30/2006		
ADA Emergency Exit Signage	9/30/2004			9/30/2006		
Hardwire smoke detectors (16 developments)	9/30/2004	9/30/2003	9/30/2003	9/30/2006		
Elevator upgrades at 22 senior buildings	9/30/2004			9/30/2006		
Improve lighting	9/30/2004			9/30/2006		
Modernization of Property Offices PHA Wide	9/30/2004			9/30/2006		
HA-Wide Fire Alarm System	9/30/2004			9/30/2006		
HA-Wide Roofing - Roof Top						
HA-Wide Generators						
HA-Wide Intercom Systems			6/30/2004		9/30/2006	
Signature of Executive Director			Date	Signature of Public Housing Director/Programs Administrator		
X Gregg Fortner, Executive Director				X		

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)		
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)
Management Improvement						
M.I.S.- New accounting and Management Software	9/30/2004		6/30/2004	9/30/2006		
Implement Accounting & Management Software Security	9/30/2004	9/30/2003	9/30/2003	9/30/2006	9/30/2003	9/30/2003
Hope VI application	9/30/2004	9/30/2003	9/30/2003	9/30/2006	9/30/2003	9/30/2003
Photographic & Imaging equipment for Employees	9/30/2004		6/30/2004	9/30/2006		8/31/2004
Staff Training - Finance	9/30/2004		6/30/2004	9/30/2006		8/31/2004
Staff Training - Customer Services	9/30/2004		6/30/2004	9/30/2006		8/31/2004
Applicant screening services	9/30/2004			9/30/2006		
Resident Eviction Costs	9/30/2004			9/30/2006		
Resident Notices/ mailing	9/30/2004		6/30/2004	9/30/2006		8/31/2004
Reference materials	9/30/2004			9/30/2006		
Resident Initiative Program	9/30/2004			9/30/2006		
Civil Rights	9/30/2004	9/30/2003	9/30/2003	9/30/2006	9/30/2003	9/30/2003
Implement Fixed Asset Tracking System	9/30/2004	9/30/2003	9/30/2003	9/30/2006	9/30/2003	9/30/2003
Improve Section 3 Program Implementation	9/30/2004	9/30/2003	9/30/2003	9/30/2006	9/30/2003	9/30/2003
Improve Procurement Policy Management	9/30/2004	9/30/2003	9/30/2003	9/30/2006	9/30/2003	9/30/2003
Improve Vendor's Invoice Management	9/30/2004	9/30/2003	9/30/2003	9/30/2006	9/30/2003	9/30/2003
Improve New Record Retention System	9/30/2004	9/30/2003	9/30/2003	9/30/2006	9/30/2003	9/30/2003
Improve Safety & Risk Retention Program	9/30/2004	9/30/2003	9/30/2003	9/30/2006	9/30/2003	9/30/2003
Administration	9/30/2004	9/30/2003	9/30/2003	9/30/2006	9/30/2003	9/30/2003
Fees and Costs						
A/E consultants	9/30/2004			9/30/2006		
Needs Assessment Market Analysis.	9/30/2004			9/30/2006		
Signature of Executive Director			Date	Signature of Public Housing Director/Programs Administrator		
X Gregg Fortner, Executive Director				X		

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)		
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)
Operating Subsidy	9/30/2004	12/31/2002	12/31/2002	9/30/2006	12/31/2002	12/31/2002
Nondwelling Equipment/Structure						
Preventive ergonomic office furniture	9/30/2004		6/30/2004	9/30/2006		8/31/2004
Vehicles			6/30/2004			8/31/2004
Surveillance cameras (Phase I, snr. Bldgs.)			6/30/2004			8/31/2004
Computer Hardware			6/30/2004			8/31/2004
Relocation			8/31/2004			8/31/2004
Signature of Executive Director			Date	Signature of Public Housing Director/Programs Administrator		
X Gregg Fortner, Executive Director				X		

Reasons for Revised Target Dates (2)
Work completed
Work completed
Work reprogrammed
Work in progress
Work completed
Work completed
Work completed
Add line item, work in progress
Work in progress
Work reprogrammed
Work completed
Work completed
Work reprogrammed
Work reprogrammed
Work completed
Work completed
Work reprogrammed
Work completed
Work in progress
Date

Reasons for Revised Target Dates (2)
Work in progress Work in progress
Work in progress
Work completed Work reprogrammed Work reprogrammed
Work completed Work completed Work in progress
Work reprogrammed
Work in progress Add line item, transfer from CFP 2003 - Work in progress
Work reprogrammed Work reprogrammed Work completed
Date

Reasons for Revised Target Dates (2)
Work completed Work completed
Work completed
Work reprogrammed Work reprogrammed
Work reprogrammed Work in progress
Work reprogrammed Work reprogrammed Add line item - transfer from CFP 2003 - Work in progress
Work reprogrammed Work completed
Work in progress
Work reprogrammed Work reprogrammed
Date

Reasons for Revised Target Dates (2)
Work reprogrammed
Work reprogrammed
Work reprogrammed
Work completed
Work reprogrammed Add line item - transfer from CFP 2000 - Work in progress
Add line item - transfer from CFP 2003 - Work in progress
Work reprogrammed
Work in progress Add line item - transfer from CFP 2003 - Work in progress
Work reprogrammed
Date

OMB Approval No. 2577-0157
(Exp. 3/31/02)

Reasons for Revised Target Dates (2)

Reasons for Revised Target Dates (2)
Work in progress - increase line item
Work in progress Work in progress
Date

Reasons for Revised Target Dates (2)
Work in progress
Work reprogrammed
Work in progress
Work reprogrammed
Re-programmed line item
Re-programmed line item
Re-programmed line item
Re-programmed line item
Work completed
Work completed
Re-programmed line item
Work reprogrammed
Work in progress
Re-programmed line item
Re-programmed line item
Re-programmed line item
Re-programmed line item
Re-programmed line item
Re-programmed line item
Re-programmed line item
Re-programmed line item
Work in progress
Date

Reasons for Revised Target Dates (2)
Work complete
Work completed
Work completed
Work completed
Add line item - completed
Work completed
Date

Annual Statement/Performance and Evaluation Report
 Capital Fund Program (CFP)
Part I: Summary

**U.S. Department of Housing
 and Urban Development
 Office of Public and Indian Housing**

OMB Approval No. 2577-0157
 (Exp. 3/31/02)

PHA/HA Name SAN FRANCISCO HOUSING AUTHORITY	2002 CAPITAL FUND	Comprehensive Grant Number CA39P001501-02	FFY of Grant Approval 2002
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<input checked="" type="checkbox"/> Original Annual Statement Revised 09/24/02	<input type="checkbox"/> Reserve for Disasters/Emergencies	<input checked="" type="checkbox"/> Revised Annual Statement/Revision Number <u>3</u>
<input type="checkbox"/> Performance & Evaluation Report as of <u>01/31/04</u>	<input type="checkbox"/> Final Performance & Evaluation Report	

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Costs (2)	
		Original	Revised (1)	Obligated	Expended
1	Total Non-CGP Funds				
2	1406 Operating Subsidy	\$0	\$0	\$0.00	\$0
3	1408 Management Improvement	-	-	-	-
4	1410 Administration	-	-	-	-
5	1411 Audit		-		
6	1415 Liquidated Damages		-		
7	1430 Fees and Costs	-	-	-	-
8	1440 Site Acquisition	-			
9	1450 Site Improvement	-	-	131,719	110,316
10	1460 Dwelling Structures	3,377,460	3,377,460	-	-
11	1465.1 Dwelling Equipment - Nonexpendable	-	-	-	-
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment	-	-	-	-
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Cost	2,142	-	2,142	2,142
18	1498 Mod Used for Development				
19	1502 Contingency (may not exceed 8% of line 18)				
20	Amount of Annual Grant (Sum of lines 2-17)	\$3,379,602	\$3,377,460	\$133,861	\$112,458
21	Amount of line 18 Related to LBP Activities	\$0	\$0	\$ -	\$ -
22	Amount of line 18 Related to Section 504 Complia	-	-	-	-
23	Amount of line 18 Related to Security	-	-	-	-
24	Amount of line 18 Related to Energy Conservation	-	-	-	546,875

Signature of Executive Director and x Gregg Fortner, Executive Director	Date	Signature of Public Housing Director/Programs Adminis Date x
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**U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing**

**Part I: Summary
Capital Fund Program (CFP)**

OMB Approval No. 2577-0157 (Exp. 7/31/98)

PHA/HA Name SAN FRANCISCO HOUSING AUTHORITY				Comprehensive Grant Number CA39P00501-01		FFY of Grant Approval 2001	
2001 CAPITAL FUND				<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies	
				<input type="checkbox"/> Revised Annual Statement/Revision Number		<input checked="" type="checkbox"/> Performance & Evaluation Report as of 3/31/05	
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Costs (2)			
		Original	Revised (2)	Obligated	Expended		
1	Total Non-CGP Funds						
2	1406 Operating Subsidy	\$2,468,286	\$2,468,286	\$2,468,286		\$2,468,286	
3	1408 Management Improvement	2,413,357	2,413,357	2,413,357		2,339,749	
4	1410 Administration	1,534,143	1,534,143	1,534,143		1,534,143	
5	1411 Audit	-	-	-		-	
6	1415 Liquidated Damages	-	-	-		-	
7	1430 Fees and Costs	1,131,926	1,131,926	1,131,926		1,111,684	
8	1440 Site Acquisition	-	-	-		-	
9	1450 Site Improvement	22,221	19,678	19,678		19,678	
10	1460 Dwelling Structures	4,382,197	4,402,942	4,402,942		4,189,284	
11	1465.1 Dwelling Equipment - Nonexpendable	376,800	358,599	358,599		358,600	
12	1470 Nondwelling Structures	-	-	-		-	
13	1475 Nondwelling Equipment	12,504	12,504	12,504		11,952	
14	1495.1 Relocation Cost	-	-	-		-	
15	1490 Replacement Reserve	-	-	-		-	
16	1498 Mod Used for Development	-	-	-		-	
17	1502 Contingency (may not exceed 8% of line 18)	-	-	-		-	
18	Amount of Annual Grant (Sum of lines 2-17)	\$12,341,434	\$12,341,434	\$12,341,434		\$12,033,375	
19	Amount of line 18 Related to LBP Activities	\$0	\$0	\$0		\$0	
20	Amount of line 18 Related to Section 504 Compliance	-	-	-		-	
21	Amount of line 18 Related to Security	-	-	-		-	
22	Amount of line 18 Related to Energy Conservation Measures	-	-	-		-	
(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement				(2) To be Completed for the Performance and Evaluation Report.			
Signature of Executive Director and Date X Gregg Fortner, Executive Director		Signature of Public Housing Director/Office of Native American Programs Administrator and Date X		1- To be completed for the Performance and evaluation report or a Revised Annual Statement 2- To be completed for the Performance and Evaluation Report			

**U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing**

Part II:
2001 Capital Fund Program (CFP)

OMB Approval No. 2577-0157 (Exp. 7/31/98)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Funds		Status of Remarks
				Original	Revised	Obligated (2)	Expended(2)	
1-1, Holly Courts	1. 10 Boilers replacement (Phase 1 of 2)	1460	30%	\$ -	\$ -	\$ -	\$ -	Work reprogrammed.
	2. Asbestos Abatement	1460	100%	-	-	-	-	Work reprogrammed.
	3. Property Office	1460	100%	-	50,806	50,806	-	Add line item - transfer from CFP 2002 - In progress
1-2, Potrero Terrace	1. Sidewalks, stairs and handrail repairs	1450	1600 l.ft	-	-	-	-	Work reprogrammed.
	2. Hot water lines replacement	1460	100%	-	-	-	-	Work reprogrammed.
	3. Boiler replacement	1460	2 units	-	-	-	-	Work reprogrammed.
	4. Water and Boiler System	1460	100%	700,105	673,602	673,602	673,602	Work completed. Combine the Water Lines and Boiler Replacement.
	5. Lead Abatement	1460	100%	-	-	-	-	Work reprogrammed.
	6. 504/ADA	1460	100%	-	2,963	2,963	-	Add line item for ADA compliance - Work in progress.
1-3, Sunnydale	1. Slide repairs. Erosion stabilization	1450	100%	-	-	-	-	Work reprogrammed.
	2. 504/ADA	1460	100%	11,377	9,062	9,062	9,062	Work completed - Force Account pilot program
1-4 Valencia gardens	1. Fence and Gate	1450	100%	2,543	-	-	-	
1-8 Westside Courts	1. Lead Abatement	1460	100%	72,800	72,800	72,800	72,800	Work complete
1-9, Westbrook	1. Sidewalks, stairs and handrail repairs	1450	1300 l.ft	-	-	-	-	Work reprogrammed.
1-10, Potrero Annex	1. Sidewalks, stairs and handrail repairs	1450	1200 l.ft	\$ -	\$ -	\$ -	\$ -	Work reprogrammed
	2. Exterior Deck	1460	100%	1,196,800	1,196,800	1,196,800	1,105,247	Work in progress
1-15, Ping Yuen	1. Security gate. Intercom system	1450	100%	228	228	228	228	Work completed
	2. Range Hood	1460	100%	348,451	324,409	324,409	324,409	Work completed
	3. 504 Modification	1460	100%	20,510	18,052	18,052	18,052	Work completed
1-17A, Hunter's Point	1. Slide repairs. Erosion stabilization	1450	100%	-	-	-	-	Work reprogrammed
	2. Smoke Detectors	1460	100%	221,000	282,669	282,669	282,669	Work completed
1-18(3) Hunters View	1. Sidewalk Repair	1450	100%	-	-	-	-	Work reprogrammed
1-18(4) Alice Griffith	1. Slide Repairs	1450	100%	19,450	19,450	19,450	19,450	Work completed
	2. 504 /ADA	1460	100%	5,627	4,971	4,971	4,971	Wrok completed
	3. Canopies	1460	100%	-	-	-	-	Line item transferred to CFP 2000
	4. Smoke Detectors	1460	100%	385,905	341,341	341,341	341,341	Work completed

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

(2) To be Completed for the Performance and Evaluation Report.

Signature of Executive Director and Date

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

Gregg Fortner, Executive Director

X

**U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing**

Part II:
2001 Capital Fund Program (CFP)

OMB Approval No. 2577-0157 (Exp. 7/31/98)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Funds		Status of Remarks
				Original	Revised	Obligated (2)	Expended(2)	
1-18(5), Rosa Parks	1. New Intercom System	1460	100%	-	-	-	-	Work reprogrammed.
1-18(6), Ping Yuen No.	1. 504 Modification	1460	100%	13,492	12,178	12,178	12,178	Work completed
1-18(7) A Velasco St.	1. Fire Alarm System	1460	0%	30,000	41,828	41,828	41,828	Work in progress
1-18(10) Woodside Gardens	1. Domestic pump replacement	1460	100%	-	-	-	-	Work reprogrammed.
	2. Heat/Water System	1460	100%	136,555	163,058	163,058	163,058	Work completed
	3. Range replacement	1465	100%	43,000	58,365	58,365	58,365	Work completed
1-18(13), Mission Dolores	1. Range replacement	1465	100%	183,800	150,234	150,234	150,234	Work completed
	2. Fire Alarm Ssystem	1460	100%	-	-	-	-	Work reprogrammed
1-19(2), 1750 McAllister	1. New Intercom System	1460	100%	12,800	12,800	12,800	12,800	Work completed
	2. 504 Modification	1460	100%	2,080	1,987	1,987	1,987	Work completed
1-20, 3850 18th St.	1. 504 Modification	1460	100%	\$ 9,130	\$ 8,650	\$ 8,650	\$ 8,650	Work completed
	2. Boiler Replacement	1460	100%	23,360	23,360	23,360	23,360	Work completed
1-21, 320/330 Clementine	1. Fire Alarm System	1460	100%	-	-	-	-	Work reprogrammed
	2. 504 Modification	1460	100%	1,913	1,080	1,080	1,080	Work completed
	3. Painting/Waterproofing	1460	100%	-	-	-	(24,415)	
1-23, 1880 Pine St.	1. New Intercom System	1460	100%	-	-	-	-	Work reprogrammed
1-27, 350 Ellis Street	1. New Intercom System	1460	100%	-	-	-	-	Work reprogrammed
1-28, 666 Ellis St.	1. New Intercom System	1460	100%	-	-	-	-	Work reprogrammed
1-29, 345 Arguello	1. New Intercom System	1460	100%	-	-	-	-	Work reprogrammed
1-30(A) Duboce St.	1. Install emergency generator	1460	100%	-	-	-	-	Work reprogrammed
1-31, 25 Sanchez St.	1. New Intercom System	1460	100%	-	-	-	-	Work reprogrammed
1-33, 275 Thrift Street	1. Waterproofing	1460	100%	11,750	11,750	11,750	11,750	Work completed
1-39 B, 951 Eddy St.	1. New Intercom System	1460	100%	20,000	20,000	20,000	20,000	Work completed
	2. Waterproofing	1460	100%	250,000	250,000	250,000	250,000	Work completed

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

(2) To be Completed for the Performance and Evaluation Report.

Signature of Executive Director and Date Gregg Fortner, Executive Director	Signature of Public Housing Director/Office of Native American Programs Administrator and Date X
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**U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing**

**Part II:
2001 Capital Fund Program (CFP)**

OMB Approval No. 2577-0157 (Exp. 7/31/98)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Funds Obligated (2)	Funds Expended(2)	Status of Remarks
				Original	Revised			
1-41, 430 Turk St.	1. Install emergency generator	1460	100%	312,160	294,562	294,562	294,562	Work completed
1-42, San Jule Apts.	1. Exterior Painting	1450	100%	-	-	-	-	Work reprogrammed
1-43, Robert B. Pitts	1. Fire Alarm system	1460	100%	583,000	571,172	571,172	527,257	Work in progress
	2. Abate Asbestos	1460	100%	2,600	2,260	2,260	2,260	Work completed

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

(2) To be Completed for the Performance and Evaluation Report.

Signature of Executive Director and Date

Signature of Public Housing Director/Office of Native American
Programs Administrator and Date

Gregg Fortner, Executive Director

X

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Part II:
2001 Capital Fund Program (CFP)

OMB Approval No. 2577-0157 (Exp. 7/31/98)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Funds		Status of Remarks
				Original	Revised	Obligated (2)	Expended(2)	
Management Improvements	1. MIS: PHA Wide network upgrade & Software upgrade/System upgrade	1408	100%	\$ 284,311	\$ 357,601	\$ 357,601	\$ 283,993	Work in progress
	2. Improve Security	1408	100%	1,640,864	1,640,864	1,640,864	1,640,864	Work completed
	3. HOPE VI application	1408	100%	99,682	48,764	48,764	48,764	Work completed
	4. Translation and Interpretation Services	1408	100%	-	-	-	-	Work reprogrammed
	5. Legal Costs (Asian Law Caucus)	1408	100%	388,500	366,128	366,128	366,128	Work completed
Management Improvement Total		1408		\$2,413,357	\$2,413,357	\$2,413,357	\$2,339,749	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

(2) To be Completed for the Performance and Evaluation Report.

Signature of Executive Director and Date

Signature of Public Housing Director/Office of Native American
Programs Administrator and Date

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Part II:
2001 Capital Fund Program (CFP)

OMB Approval No. 2577-0157 (Exp. 7/31/98)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Funds		Status of Remarks
				Original	Revised	Obligated (2)	Expended(2)	
Gregg Fortner, Executive Director			X					

**U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing**

Part II:
2001 Capital Fund Program (CFP)

OMB Approval No. 2577-0157 (Exp. 7/31/98)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Funds		Status of Remarks
				Original	Revised	Obligated (2)	Expended(2)	
PHA Wide	LBP Testing	1430	As Req.	\$ 65,000	\$ 62,542	\$ 62,542	\$ 62,542	Work completed
	LBP Abatement	1460	As Req.	9,791	9,791	9,791	9,791	Work completed
	Asbestos Testing	1430	As Req.	50,000	39,864	39,864	38,793	Work in progress
	Asbestos Abatement	1460	As Req.	991	991	991	991	Work completed
	Mold and Mildew Remediation	1460	As Req.	-	-	-	-	Work reprogrammed
	Bloodborn Pathogens Decontamination	1460	As Req.	-	-	-	-	Work reprogrammed
	504/ADA Compliance. Reasonable accomm.	1460	As Req.	-	-	-	(6)	Work reprogrammed
	New Appliances	1465	As Req.	150,000	150,000	150,000	150,000	Work completed
	Fire Unit Repair	1460	As Req.	-	-	-	-	Work reprogrammed
	Hazard Testing	1430	As Req.	-	-	-	-	Work reprogrammed
	Sidewalk repair/replacement	1450	As Req.	-	-	-	-	Work reprogrammed
	Playgrounds repairs/replacement	1450	As Req.	-	-	-	-	Work reprogrammed
	Hardwire smoke detector installation	1460	As Req.	-	-	-	-	Work reprogrammed
	ADA Emergency Exit sign. (Phase 1 of 3)	1460	33%	-	-	-	-	Work reprogrammed
	Speed bumps	1450	As Req.	-	-	-	-	Work reprogrammed
	PHA WIDE SubTotal				\$275,782	\$263,188	\$263,188	\$262,110

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement		(2) To be Completed for the Performance and Evaluation Report.	
Signature of Executive Director and Date		Signature of Public Housing Director/Office of Native American Programs Administrator and Date	
Gregg Fortner, Executive Director		X	

**U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing**

Part II:
2001 Capital Fund Program (CFP)

OMB Approval No. 2577-0157 (Exp. 7/31/98)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Funds		Status of Remarks
				Original	Revised	Obligated (2)	Expended(2)	
Administration	Administration	1410	100%	\$ 1,534,143	\$ 1,534,143	\$ 1,534,143	\$ 1,534,143	Work completed
Fees & Costs	In-house/consultant design (@ 8% of Total Grant)	1430	100%	1,016,926	1,029,520	1,029,520	1,010,349	Work in progress
Operating Subsidy	(@10% Of total grant)	1406	100%	2,468,286	2,468,286	2,468,286	2,468,286	Work completed
Contingency	Construction Contingency (@ 8% of Total Grant)	1502	100%	-	-	-	-	
Nondwelling Equipment/ Structure	MIS Computer Hardware	1475	100%	12,504	12,504	12,504	11,952	Work in progress
	Sub-total			\$5,031,859	\$5,044,453	\$5,044,453	\$5,024,729	
	2001 CGP Annual Total=			\$12,341,434	12,341,434	12,341,434	12,033,375	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement		(2) To be Completed for the Performance and Evaluation Report.	
Signature of Executive Director and Date		Signature of Public Housing Director/Office of Native American Programs Administrator and Date	
Gregg Fortner, Executive Director		X	

2001 Annual Statement

Part III: Implementation Schedule
Capital Fund Program (CFP)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (2)
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
1-1 Holly Courts 1. 10 Boilers replacement (Phase 1 of 2) 2. Asbestos Abatement 3. Property Office							Work reprogrammed Work reprogrammed Add line item - Work in progress
1-2, Potrero Terrace 1. Sidewalks, stairs and handrail repairs 2. Hot water lines replacement 3. Boiler replacement 4. Water and Boiler System 5. Lead Abatement 6. 504/ADA	9/30/2004 9/30/2004 9/30/2004 9/30/2004	9/30/2004 9/30/2004 9/30/2004	9/30/2003	9/30/2006 9/30/2006 9/30/2006 9/30/2006	9/30/2005		Work reprogrammed Combine Water Line & Boiler Replacement Combine Water Line & Boiler Replacement Combine Water Line & Boiler Replacement Work reprogrammed Work in progress
1-3 Sunnydale 1. Slide repairs. Erosion stabilization 2. 504/ADA	9/30/2004	12/31/2002	9/30/2003	9/30/2006	9/30/2005	3/31/2005	Work reprogrammed Work completed
1-4 Valencia Gardens 1. Fence and Gate		1/31/2004	1/31/2004		1/31/2004		Work reprogrammed
1-8 Westside Courts 1. Lead Abatement		3/31/2003	9/30/2003		9/30/2005	3/31/2004	Work complete
1-9 Westbrook 1. Sidewalks, stairs and handrail repairs	9/30/2004			9/30/2006			Work reprogrammed
1-10 Potrero Annex 1. Sidewalks, stairs and handrail repairs 2. Exterior Deck	9/30/2004 9/30/2004	 9/30/2004	 9/30/2003	 9/30/2006	 9/30/2005		Work reprogrammed Add line item, transfer from CFP 2003 - Work in progress
1-15, Ping Yuen 1. Security Gate. Intercom system 2. Range Hoods 3. 504 Modification	9/30/2004	9/30/2004 12/31/2002 9/30/2004	3/31/2003 12/31/2002 9/30/2003	9/30/2006	3/31/2003 9/30/2005 9/30/2005	3/31/2004 3/31/2004 3/31/2005	Work completed Work completed Work completed
1-17A, Hunter's Point 1. Slide repairs. Erosion stabilization 2. Smoke Detectors		9/30/2004	9/30/2003		9/30/2005	3/31/2005	Work reprogrammed Work completed
1-18(3) Hunters View 1. Sidewalks repair							Work reprogrammed
(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement				(2) To be Completed for the Performance and Evaluation Report.			
Signature of Executive Director and Date				Signature of Public Housing Director/Office of Native American Programs Administrator and Date			
X Gregg Fortner, Executive Director							

2001 Annual Statement

Part III: Implementation Schedule
Capital Fund Program (CFP)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (2)
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
1-18 (4) Alice Griffith 1. Slide Repairs 2. 504/ADA 3. Canopies 4. Smoke Detectors		12/31/2002 12/31/2002 9/30/2004	12/31/2002 3/31/2003 9/30/2003		9/30/2005 9/30/2005 9/30/2005	3/31/2003 3/31/2005 3/31/2005	Wrok completed Work completed Transfer line item to CFP 2000 Work completed
1-18(5), Rosa Parks 1. New intercom system	9/30/2004			9/30/2006			Work reprogrammed
1-18(6), Ping Yuen No. 1. 504 Modification		9/30/2004	9/30/2003		9/30/2005	3/31/2005	Work completed
1-18(7) A, Velasco St. 1. Fire Alarm System		9/30/2004	9/30/2003		9/30/2005		Work in progress
1-18(10), Woodside Gardens 1. Domestic pump replacement 2. Heat/Water System 3. Range Replacement			9/30/2003 9/30/2003		9/30/2005 9/30/2005	3/31/2005 3/31/2005	Work reprogrammed Work completed Work completed
1-18(13), Mission Dolores 1. Range replacement 2. Fire Alarm System		9/30/2004	9/30/2003		9/30/2005	3/31/2005	Work completed Work reprogrammed
1-19 (2), 1750 Mc Allister St. 1. New intercom system 2. 504 Modification	9/30/2004	9/30/2004 9/30/2004	3/31/2003 9/30/2003	9/30/2006	9/30/2003 9/30/2005	9/30/2003 3/31/2005	Work completed Work completed
1-20, 3850 18thSt. 1. 504 Modification 2. Boiler Replacement		9/30/2004	9/30/2003 9/30/2003		9/30/2005 9/30/2005	3/31/2005 3/31/2005	Work completed Work completed
1-21, 320/330 Clementina 1. Fire Alarm System 2. 504 Modification 3. Painting/Waterproofing		9/30/2004	9/30/2003		9/30/2005	3/31/2005	Work reprogrammed Work completed
1-23, 1880 Pine St. 1. New Intercom System	9/30/2004			9/30/2006			Work reprogrammed
1-27, 350 Ellis Street 1. New Intercom System	9/30/2004			9/30/2006			Work reprogrammed
(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement				(2) To be Completed for the Performance and Evaluation Report.			
Signature of Executive Director and Date				Signature of Public Housing Director/Office of Native American Programs Administrator and Date			
X Gregg Fortner, Executive Director							

2001 Annual Statement

Part III: Implementation Schedule
Capital Fund Program (CFP)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (2)
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
1-28, 666 Ellis Street 1. New Intercom System	9/30/2004			9/30/2006			Work reprogrammed
1-29, 345 Arguello Street 1. New Intercom System	9/30/2004			9/30/2006			Work reprogrammed
1-30(A) Duboce Street 1. Install emergency generator							Work reprogrammed
1-31, 25 Sanchez St. 1. New Intercom System	9/30/2004			9/30/2006			Work reprogrammed
1-33, 275 Thrift Street 1. Waterproofing	9/30/2004	6/30/2002	6/30/2002	9/30/2006	9/30/2002	3/31/2003	Work completed
1-39B, 951 Eddy Street 1. New intercom system 2. Waterproofing	9/30/2004	12/31/2001	12/31/2001	9/30/2006	6/30/2002	6/30/2002	Work completed
	9/30/2004	12/31/2001	12/31/2001	9/30/2006	6/30/2002	6/30/2002	Work completed
1-41, 430 Turk St. 1. Install emergency generator	9/30/2004	12/31/2002	9/30/2003	9/30/2006	9/30/2005	3/31/2005	Work completed
1-42, San Jule Apts. 1. Exterior painting	9/30/2004			9/30/2006			Work reprogrammed
1-43, R. B. Pitts 1. Fire alarm system 2. Abate Asbestos	9/30/2004	9/30/2004	9/30/2003	9/30/2006	9/30/2005		Work in progress
						3/31/2005	Work completed

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

(2) To be Completed for the Performance and Evaluation Report.

Signature of Executive Director and Date

Signature of Public Housing Director/Office of Native American
Programs Administrator and Date

X Gregg Fortner, Executive Director

2001 Annual Statement

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and Urban Development
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	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
Management Improvement							
1 MIS: PHA Wide network upgrade & CCS Software upgrade/System Upgrade	9/30/2004	9/30/2004	9/30/2003	9/30/2006	9/30/2005		Work in progress
2 Improve Security	9/30/2004	4/30/2002	4/30/2002	9/30/2006	4/30/2002	4/30/2002	Work completed
3 HOPE VI Application	9/30/2004	9/30/2004	9/30/2003	9/30/2006	9/30/2005	3/31/2005	Work completed
4 Translation and Interpret. Services							Work reprogrammed
5 Legal Costs (Asian Law Caucus)	9/30/2004	9/30/2004	9/30/2003	9/30/2006	9/30/2005	3/31/2005	Work completed
(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement				(2) To be Completed for the Performance and Evaluation Report.			
Signature of Executive Director and Date				Signature of Public Housing Director/Office of Native American Programs Administrator and Date			
X Gregg Fortner, Executive Director							

2001 Annual Statement

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	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
PHA Wide							
LBP Testing	9/30/2004	9/30/2004	3/31/2003	9/30/2006	9/30/2005	3/31/2005	Work complete
LBP abatement	9/30/2004	9/30/2004	9/30/2003	9/30/2006	9/30/2005	9/30/2003	Work complete
Asbestos Testing	9/30/2004	9/30/2004	9/30/2003	9/30/2006	9/30/2005		Work in progress
Asbestos Abatement	9/30/2004	9/30/2003	9/30/2003	9/30/2006	9/30/2003	9/30/2003	Work complete
Mold and Mildew Remediation							Work reprogrammed
Bloodborn Pathogens Decontamination							Work reprogrammed
504/ADA Reasonable accomm.	9/30/2004			9/30/2006			Work reprogrammed
New Appliances	9/30/2002	9/30/2002	9/30/2002	9/30/2002	9/30/2002	9/30/2002	Work complete
Fire Unit repair	9/30/2004			9/30/2006			Work reprogrammed
Hazard Testing							Work reprogrammed
Sidewalk repair/replacement							Work reprogrammed
Playgrounds repairs/replacement							Work reprogrammed
Hardwire smoke detector installation							Work reprogrammed
ADA Emergency Exit sign.(Phase 1 of 3)							Work reprogrammed
Speed bumps							Work reprogrammed
(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement				(2) To be Completed for the Performance and Evaluation Report.			
Signature of Executive Director and Date				Signature of Public Housing Director/Office of Native American Programs Administrator and Date			
X Gregg Fortner, Executive Director							

2001 Annual Statement

Part III: Implementation Schedule
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	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
Administration	9/30/2004	9/30/2002	9/30/2002	9/30/2006	9/30/2002	9/30/2002	Work complete
Fees and Costs In-house/consult.design	9/30/2004	6/30/2003	6/30/2003	9/30/2006	9/30/2005		Work in progress
Operating Subsidy	9/30/2004	12/30/2002	12/30/2002		12/30/2002	12/30/2002	Work complete
Nondwelling Equipment/Structure Computer Hardware		9/30/2003			9/30/2005		Work in progress
(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement				(2) To be Completed for the Performance and Evaluation Report.			
Gregg Fortner, Executive Director				Signature of Public Housing Director/Office of Native American Programs Administrator and Date X			



BAY AREA LEGAL AID

WORKING TOGETHER FOR JUSTICE

May 5, 2005

San Francisco Housing Authority
440 Turk Street
San Francisco, CA 94102

**RE: Comments on Fiscal Year 2006 Annual Plan:
Admissions and Continued Occupancy Policy**

To Whom It May Concern:

Bay Area Legal Aid submits these comments in connection with the series of public hearings for which public comment on the San Francisco Housing Authority (SFHA)'s FY 2006 Annual Plan and Five Year Plan was invited. Bay Area Legal Aid (Bay Legal) is a provider of free legal services to low income residents of the San Francisco Bay Area. Bay Legal, and our predecessor, San Francisco Neighborhood Legal Assistant Foundation have been working with program participants and residents of the SFHA for over 30 years. We submit these comments based on the experiences of our clients.

I. PRIORITY TRANSFERS

A significant number of BayLegal clients use or attempt to use SFHA's priority transfer process each year, due to life threatening situations. We have discovered a number ways in which the priority transfer could be improved to better achieve its goals of providing safe housing for SFHA residents.

A. Domestic Violence Survivors

SFHA's ACOF should be amended to remove the language that requires domestic violence survivors to have their perpetrators on the lease in order to be eligible for a priority transfer.

Current SFHA policy limits priority transfers to domestic violence survivors to cases where the perpetrator is "legally on the lease." This policy fails to recognize that many abuse survivors are battered by current or former partners with whom they

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have never lived or from whom they have separated. An abuse survivor is no less in need of an emergency transfer when she is attacked by a partner who has never been on her lease. Just as it would be absurd to require a shooting victim to live with their assailant before they could be eligible for a priority transfer, it makes no sense to require a domestic violence victim's abuser to be on her lease in order for her to be eligible for a transfer. Nor, as has been the justification of certain SFHA staff, does SFHA have any more control over whether an abuser continues to harass and stalk his or her partner when the abuser is on the lease. While SFHA may be able to evict an abuser who is on the lease, this eviction in no way prevents the abuser from continuing to harass a partner whose location is known. Abusers do not stop their abusive conduct simply because they are evicted.

Not only is this policy unsafe for abuse survivors, it is also violative of state and federal fair housing laws, which prohibit discrimination on the basis of gender. The ACOP specifically provides emergency transfers for "victims of a violent crime other than a hate crime or domestic violence." SFHA does not require these victims of violent crime to have their attackers on the lease. Such distinctions between domestic violence victims and other crime victims is a form of discrimination. In California, as in the rest of the nation, the overwhelming majority of abuse survivors are women. A policy such as SFHA's which discriminates against domestic violence survivors has a disparate impact on women, and as such violates fair housing laws.

HUD has recently recognized that policies which discriminate against domestic violence survivors have a disparate impact on women, and thus violate the federal Fair Housing Act. In a federal case from Oregon, the U.S. Dept. of Justice sued the operator of a federally subsidized multi-family housing project in Oregon after HUD charged the housing project with violating of the Fair Housing Act. The charge was based on the project's policy of treating domestic violence victims differently than other crime victims. HUD found that domestic violence has a disparate impact on women, and that policies which discriminate against domestic violence victims therefore discriminate against women. USA, Alvera vs. CBM Group, Creekside Village Apartments. U.S. District Court for the District of Oregon. Civil No. 01-857.

HUD has also recently recognized the importance of addressing the needs of domestic violence survivors in public housing, by adding an entire chapter devoted to Domestic Violence to its "Public Housing Occupancy Guidebook" (Guidebook).

This chapter also points out that PHA's can assist abuse survivors to avoid their abusers by utilizing transfer policies that "take into account the victim's circumstances." Chapter 19.4, page 218. Clearly, SFHA's current policy does not take into account victim's circumstances when it ignores the safety needs of abuse survivors whose abusers are not on their lease.

B. Delaying Priority Transfers When Rent is Due or Based on Length of Occupancy.

SFHA's ACOP should be amended to clarify that owing rent or length of occupancy should in no way delay the granting of a priority transfer and/or a unit offer to a resident.

SFHA has an unwritten policy that priority transfers will not be granted or, if granted, the resident will not be offered any units if the resident is delinquent in rent. (The ACOP provision dealing with Resident-Initiated Non-Priority Transfers does contain explicit language that "[o]utstanding lease violations and delinquent rent may disqualify a resident's application for transfer.") This unwritten policy ignores the emergency nature of the priority transfer request. If tenants are in a life-threatening situation, they should be moved immediately. Indeed, HUD's guidelines are quite clear that "emergency... transfers are mandatory for the resident." Guidebook, Chapter 11.1, page 149 (emphasis added).

HUD regulations for public housing authorities are quite clear that PHA's should not withhold a priority transfer due to back rent. The HUD Guidebook specifically provides that PHA's may establish requirements for transfers (such as owing no back rent) but "shall not impose such requirements in emergency situations." HUD, "Public Housing Occupancy Guidebook," Part 4-Chapter 11, page 150.

Indeed, failing to make priority transfers when necessary puts SFHA at risk of liability. The Guidebook notes that PHA's which do not make priority transfers when they are needed are at risk of violating their contractual obligations: "Emergency transfers are of the highest priority because failure to make them puts the PHA in violation of its responsibilities under the lease." Chapter 11.2, page 148.

Likewise, there is no rationale to deny a family a priority transfer when they have not occupied the apartment for 12 months as the current draft of the lease states,

nor any limitation on the number of transfers to correct an emergency situation.

C. Permitting Priority Transfer Applicants Who Cannot Remain in Their Units to “Freeze” Rent While Remaining on the Transfer List

SFHA should adopt a policy to allow for “rent freezes,” that abate rent in cases where someone has been approved for a priority transfer but not yet moved. Alternatively, in cases where it is absolutely unsafe for residents to live in their units at all, SFHA should permit them to remain on the priority transfer wait list even if they have vacated their SFHA unit.

Because it often takes months from the date of a transfer application to the date of an actual unit offer, priority transfer applicants are often put in the situation of paying for a unit in which it is too dangerous for them to live. For example, a family member who is participating as a witness in the prosecution of a crime and who is placed in temporary housing by the District Attorney’s office, should not be required to pay rent on a unit that is too dangerous to live in. This creates an obstacle to witnesses being willing to testify in criminal proceedings and frustrates the goal of combating crime at development sites.

Many emergency transfer applicants move temporarily to live with friends or in a hotel while awaiting their transfer, but are forced to continue paying rent on a unit in which it is unsafe for them to live. Many fear that if they officially vacate their unit, they will lose their place on the transfer wait-list. Others temporarily pay for alternative housing at the same time they are paying their SFHA rent.

II. COMPLYING WITH THE CONSENT DECREE IN U.S.A. V. S.F.H.A.

On January 16, 2004, a consent decree was entered in the lawsuit of U.S.A. v. S.F.H.A., United States District Court, Northern District of California, Case No. C 02-4540. The Consent Decree mandated certain changes to the priority transfer policy, namely a priority transfer applications alleging civil rights violations will be responded to within 14 days of its receipt by a Property Office and 10 days of its receipt by the Eligibility Department. (Consent Decree, pp. 4-5, ¶ 5.) The ACOP has never been amended to reflect these changes. Furthermore, the logic behind the quick processing of priority transfers applies to all transfers, and not just transfers based on hate crimes. BayLegal has received numerous complaints from tenants

who request transfers from their property managers and never receive a response.

III. DEVELOP A POLICY WHICH PROMOTES ACCESS OF LIMITED ENGLISH PROFICIENT (LEP) APPLICANTS AND PARTICIPANTS TO SFHA PROGRAMS IN ACCORD WITH APPLICABLE GUIDANCE.

The following areas are vital to improving access for LEP applicants and residents to SFHA programs: (1) a demographic assessment of LEP populations who may be eligible to access SFHA programs; (2) provision of competent oral interpretation such that LEP applicants and residents have an effective means to orally communicate with SFHA; (3) translation of vital SFHA documents; and (4) a means by which LEP applicants and residents may register any complaints they have related to language barriers encountered in SFHA.

The City of San Francisco's "Analysis to Impediments to Fair Housing" has recognized concern regarding SFHA's policies and procedures regarding LEP residents in both the Public Housing and Section 8 programs. The high number of minority households, especially Asian Pacific American and Latinos, who use SFHA's services "signify a clear need to be mindful of linguistic needs and obligations." The experience of LEP clients of our office echoes this concern. The SFHA has to acknowledge its obligations under existing law, in particular, Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d *et seq.* requires that recipients of federal funds take reasonable steps to ensure meaningful access to their programs and activities by LEP persons.¹ HUD has finally promulgated its own Guidance:²

¹Section 601 of Title VI makes clear that "[n]o person in the United States shall on the ground of race or color of national origin, be excluded from participation in, be denied the benefits of, be subjected to discrimination under any program or activity receiving Federal financial assistance." In Lau v. Nichols 414 U.S. 563 (1974) The Supreme Court found a Title VI violation in conduct that has a disproportionate effect on LEP persons because such conduct constitute national origin discrimination. In August, 2000, President Clinton issued Executive Order 13166, "Improving Access for Persons with Limited English Proficiency." The Order required federal agencies that provide federal funds to draft a Title VI Guidance consistent with the standards set forth in the Department of Justice (DOJ) LEP Guidance which was issued concurrently with EO 13166. The Order directs other federal agencies to revise guidance to promote consistency and uniformity, and to better advise recipients of and LEP persons.

²HUD has developed a draft of its Guidance: Department of Housing and Urban Development (HUD) Notice of Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Against National Origin Affecting Limited English Proficient Person ("LEP Guidance") Docket Number FR-4878-N-02 and See FR 70972, December 19, 2003.

This Guidance requires as a first step that SFHA assess the needs of the LEP residents of San Francisco with the following criteria: Number or Proportion of LEP Persons Eligible to be Services or likely to be affected by the program or services, Frequency of contact, Nature and Importance of the Program, Activity or Services and Costs and Resources Available.

A. Demographics And Needs Assessment

In order to effectively provide access to services and programs for its LEP clients, SFHA must have a reliable means to assess language needs.

SFHA may have done some assessment of the needs of its LEP program participants and San Francisco since it prepares certain notices of hearings and Commission meetings in five languages. However, its current Civil Rights Policy indicates that there are information lines available in six languages, indicating that SFHA should have an ongoing reliable means to assess language needs.

B. SFHA Must Develop A Plan To Provide For Both In Person And Telephonic Access To Services

Regarding oral communication with LEP clients, the agency must address both in-person and telephonic access to services. The availability of translation and interpretation must be publicized in the appropriate languages.

Currently, SFHA does not have established procedures that allow LEP individuals to contact the agency by telephone in languages other than English for general housing inquiries and problems. In point of fact, the current ACOP provides that applicants and residents "may furnish an interpreter to assist in communications with SFHA offices or programs." The SFHA must provide for translation services either in house or through a language line and so inform LEP individuals of the availability of this service. The availability of these services is meaningless unless publicized in the appropriate language.

C. Written Translation of Critical Documents.

Translation of important forms, notices, and other documents related to SFHA's benefits and services is critical to ensuring language access.

The current policy provides that certain information in clearly written and accessible formats will be prepared "when feasible or when required by federal or State regulations." However, there is no indication that the required assessment of need of the significant population concentrations of LEP applicants or residents have been done or that any critical documents have been translated.

D. Language Barrier Complaint Procedure.

Currently, there is no formal method to collect information about and address systemic language barriers at SFHA. A complaint form and process will enable the agency to address both systemic and individual problems based on language barriers. We are mindful of limitations imposed on SFHA by federal funding streams, inconsistent staff resources, and other legal mandates. However, SFHA has an existing obligation under law to assure that all persons have access to its programs and services. SFHA's Civil Rights Policy should make clear that the SFHA's Office of Fair Housing and Resident Relations will investigate and act on complaints of residents' inability to access its services due to language barriers.

IV. VERIFICATION OF ELIGIBLE IMMIGRANT STATUS

Consider using the SAVE database as temporary documentation of immigrant eligibility for housing assistance if applicants cannot immediately produce original documents.

Applicants must submit original USCIS documentation in order to be eligible for housing assistance despite the fact that the Housing Authority must verify their eligibility through the SAVE database in any case. This creates a particular problem for applicants whose original documentation was lost, stolen, or destroyed. We are currently working with a client whose abusive ex-husband either destroyed or is intentionally withholding her permanent resident card. She applied to obtain a new card but had to submit a fee waiver request because she cannot afford the \$185 processing fee and \$80 biometric imaging fee associated with this replacement application. It could be months before USCIS informs her whether they will grant her fee waiver request and process her application, yet the Housing Authority told our client that she must produce original documentation within 60 days.

V. CRIMINAL BACKGROUND CHECKS

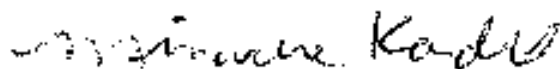
Consider commencing the screening process earlier, or perhaps allowing applicants to submit their own requests for criminal background checks through the California Department of Justice in advance.

Initial and transfer applicants to Hope VI developments wait a significant length of time in the screening process, particularly for the results of criminal background checks. The San Francisco Sheriff's Department stated that it typically takes only a day and a half to process warrant and criminal history checks on the packet of applicants it receives from the Housing Authority. Yet one of our clients, an applicant who had been approved for a priority transfer, waited several months for her results. If applicants or transfers were able to commence the criminal background check sooner in the process, they would spend less time on the waitlist.


VI. NEW PROPOSED LEASE

It is our intent to separately comment on the changes to the lease separately in the near future. Generally, the proposed lease seeks to make many new relatively minor infractions of the lease material violations which would subject tenants to eviction. Also, there are inconsistencies with SFHA's Admissions and Continued Occupancy Policy ("ACOP") and the proposed lease, although SFHA does not propose to amend the ACOP to reflect any change in policy. See, for example the priority transfer policy as compared the the language of the proposed lease. Moreover, insofar as the proposed lease conflicts with existing regulations and mandated HUD policy, those proposed lease provisions are unenforceable. For example many of the housekeeping obligations sought to be imposed on tenants, e.g., "the Entire unit shall be free of rodent and insect infestation" or "the entire unit shall be free of mold and mildew" or to arc, in most instances, beyond the tenants control and maintenance duties which applicable federal state law and local law impose on SFHA as a landlord.

Sincerely,



Minouche Kandel
Staff Attorney



Phillip R. Morgan
Staff Attorney



BAY AREA LEGAL AID

WORKING TOGETHER FOR JUSTICE

May 10, 2005

Mr. Rufus Davis
c/o Resident Advisory Board
San Francisco Housing Authority
440 Turk Street
San Francisco, CA 94102

RE: Comments on Proposed Changes to S.F.H.A. Lease 2005

Dear Mr. Davis:

Bay Area Legal Aid submits these comments in connection with the series of public hearings for which public comment on the San Francisco Housing Authority (SFHA)'s FY 2006 Annual Plan and Five Year Plan was invited, and in particular to the proposed changes to the S.F.H.A. Dwelling Lease. Bay Area Legal Aid (Bay Legal) is a provider of free legal services to low income residents of the San Francisco Bay Area. Bay Legal, and our predecessor, San Francisco Neighborhood Legal Assistant Foundation have been working with program participants and residents of the SFHA for over 30 years. We submit these comments based on the experiences of our clients.

While we appreciate efforts through the lease revision to make it easier for S.F.H.A. to evict tenants who are posing risks to the health or safety of other S.F.H.A. residents, we are concerned that the proposed lease seeks to make many now relatively minor infractions of the lease material violations, which would subject tenants to eviction. In particular, we object to the following provisions:

Section 4D, page 2:

The requirement that tenants notify SFHA of any guests who have resided in the unit for 10 days or more seems unnecessary unless the tenant intends to request permission from SFHA to have the guest stay more than 14 days in one month. Otherwise, it seems an unnecessary intrusion by SFHA into tenant's rights to have guests stay in their homes for less than 14 days without SFHA approval.

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Comments to SFHA Lease Revisions

May 10, 2005

Page 2

The requirement that tenants notify SFHA within 1 day if any guest is a parolee or probationer seems overly broad, since a guest is defined as anyone in the unit with the consent of the tenant. Thus a one hour visit from a friend or relative who is on probation for even a minor offense would trigger a requirement that the tenant report this guest to SFHA within 1 day. Furthermore, residents may not necessarily know the criminal status of their guests.

Section 4H, page 3:

The provision that SFHA will not remove a household member from the lease once a lease violation has occurred seems overly restrictive. For example, a tenant who is abused by a co-tenant may obtain a domestic violence restraining order against his or her partner and seek to have the partner removed from the lease. Under section 4H, SFHA would not be allowed to remove the abusive household member from the lease, since the act of abuse would constitute a lease violation. Furthermore, this language does not seem consistent with the language in section 18.D. of the lease, which permits SFHA to consider "the extent of participation by, or awareness of, Household Members" in the criminal activity of other household members or guests.

"Innocent" household members should be allowed to maintain their residence by having a lease violator removed from the lease. The language contained in the federal regulations, that a "PHA may require a tenant to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination" seems more narrowly tailored to this situation.

Section 5.B., page 3

The late fee provision for \$25.00, given that the minimum rent payment is \$100.00, would be 25% of the rent in some cases, which seems excessive.

Section 5.E., page 4

The provision that that Tenant shall be liable for rent for 30 days after the date that the property manager has knowledge that all Household Members "have vacated the Residence" should be changed to knowledge that all Household Members "will vacate the Residence." Otherwise, for example, tenants who give 20 days notice and vacate the unit after 20 days will be liable for rent for 50 days after they give notice (the 20 days plus the 30 days after they have vacated the unit), rather than just the 30 days.

Section 5.G., page 4

The provision that the tenant must pay all monies owed to SFHA before they can be transferred or receive a Section 8 should contain the following exception: "except in the case of priority transfers. Priority transfer residents shall be transferred regardless of any unpaid balance."

This provision is required by HUD guidelines, which HUD regulations for public housing authorities are quite clear that PHA's should not withhold a priority transfer due to back rent. The HUD Guidebook specifically provides that PHA's may establish requirements for transfers

Comments to SFHA Lease Revisions

May 10, 2005

Page 3

(such as owing no back rent) but "shall not impose such requirements in emergency situations." HUD, "Public Housing Occupancy Guidebook," Part 4-Chapter 11, page 150.

Indeed, failing to make priority transfers when necessary puts SFHA at risk of liability. The Guidebook notes that PHA's which do not make priority transfers when they are needed are at risk of violating their contractual obligations: "Emergency transfers are of the highest priority because failure to make them puts the PHA in violation of its responsibilities under the lease." Chapter 11.2, page 148.

Section 6.C., page 4

This provision should include the language of the federal regulations: "Such notice constitutes a notice of adverse action, and must meet the requirements governing a notice of adverse action. SFHA shall notify the resident that this action is subject to the grievance process."

Section 6.E., page 5

It would be helpful to define what a "reasonable time" is for purposes of making a repair, particularly as residents have right to request a rent abatement pursuant to section 9.E. if repair is not made in a reasonable time.

Section 8.A., page 6

The last sentence in this section should be changed to require SFHA to replace both the stove and the refrigerator if they are malfunctioning and beyond repair. Basic custom require landlords to rent units that have usable kitchens, which include a functioning stove as well as a functioning refrigerator if furnished as part of the rental agreement

Section 9.e., page 7

The reference to section 6B in the first sentence should be changed to section 6E, as that is the section that deals with SFHA's obligations to repair a unit. Again, a "reasonable time" should be defined. For non-emergency repairs, a reasonable time is no more than thirty days. Emergency repairs reasonably require immediate attention. Furthermore, there should be some guidance given to tenant on how they can go about requesting a rate abatement, i.e., "residents may request a rent abatement by presenting a written request to the property office. SFHA shall respond to any request for a rent abatement within one week." The rent abatement provision should also apply in priority transfer situations as follows: "SFHA shall abate the rent of a resident who has been approved for a priority transfer, but has not been offered a suitable transfer unit within 30 days of the transfer approval." Just as residents should not have to pay for units that are substandard in terms of building health and safety codes, they should not have to pay for units that are substandard in terms of personal safety.

Comments to SFHA Lease Revisions

May 10, 2005

Page 4

Section 9G, page 8

The provisions regarding the methods by which tenants may prove that a household member has vacated a unit are too restrictive. Given the expensive cost of living in San Francisco, many persons live in informal living situations with friends or family where they do not have a lease or utility bill in their own name. Furthermore, if the household member moves out under "unfriendly" circumstances (i.e. they are arrested for domestic violence, or a couple splits up), the vacating member may not be willing to cooperate with the remaining household member in providing such documentation. A declaration from the remaining household member or the vacating household member should be considered satisfactory written proof.

Section 9L, page 8

This provision should clarify that the rent should be reduced in the month following the date the review was requested or initiated (whichever is sooner) and not the date the review is completed. Otherwise, residents will be unfairly penalized by delays in the completion of the review that may be due to SFHA's delay in processing the review. Just as rent increases can be made retroactive pursuant to section 9G, rent decreases should similarly be made retroactive.

Section 10, pages 8-9

The sections on transfers in the lease are inconsistent with the transfer policy in the ACOP, and since the ACOP is the governing policy of SFHA, the lease must reflect the provisions of the ACOP. Section 10 does not distinguish between priority and non-priority transfers, and the different rules that apply to these transfers.

Section 10.C., page 9

Transfers should not be at tenant's expense if they are required by SFHA, as many of the transfers discussed in section 10.A. are.

Section 10.F, page 9

This section should clarify that the SFHA resources which may be utilized for transfers, include SFHA's Hope VI properties as well as project and tenant based housing choice vouchers where available.

Section 10.G., page 9

This section improperly limits the frequency with which residents may request transfers in priority cases. "Tenants may not request a non-priority transfer within twelve (12) months of the move-in date or transfer date. Tenant shall not be permitted to transfer more than two (2) times during the entire tenancy unless required by SFHA or unless tenant is eligible for a priority transfer."

Comments to SFHA Lease Revisions

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Section 11.E., page 10

“Upon reasonable advance written notice, as required by law, Civil Code Section 1954, Tenant shall permit the SFHA to enter the Residence during normal business hours to perform annual and routine inspections or maintenance, make improvements or repairs, or show the Residence for re-leasing. Tenants shall furnish security codes or other means of access to their Residence within 24 hours of **what?** Add of receipt of notice.

Section 11.H., page 11

The provision requiring SFHA to open a Residence upon the command of a peace officer appears to violate the Fourth Amendment of the U.S. Constitution. Unless the peace officer has a warrant, or there is some emergency that would negate the requirement of a warrant, a peace officer should not be entitled to simply enter someone's residence, and SFHA does not have the authority to consent to such an entry on behalf of the resident in the absence of a search warrant or an emergency (i.e. responding to a 911 call).

Section 13.H., page 12

The list of situations which require notice to the tenant of adverse action should include “increases in rent, late fees, and denial of a transfer request.”

Section 13.L., page 12

The last sentence in this section which indicates that “The above obligations do not create a right of action” should be removed. The provision that SFHA provide a reasonable accommodation to disabled tenants IS required by state and federal fair housing laws, which do explicitly create a right of action for disabled tenants.

Section 14.G., page 13

This section puts numerous obligations on residents without corresponding obligations on SFHA. Tenants are given 24 hours to report hazardous conditions, but SFHA is given an unspecified “reasonable” time to repair the conditions. The tenant's failure to report the conditions in a “timely manner” is considered a material breach of the lease, but SFHA's failure to repair within a reasonable time is not. The provision should require the tenant to report the condition “within a reasonable time, and preferably within 24 hours.” The following sentence should be added: “SFHA's failure to repair the condition within a reasonable time shall be considered a breach of the lease, and shall entitle the resident to a rate abatement, pursuant to section 9.E.”

Section 14.N., page 15

SFHA should be required to provide tenants with a copy of any housekeeping rules that are being incorporated into the lease.

Comments to SFHA Lease Revisions

May 10, 2005

Page 6

Section 14.Q., page 15

This provision requires all SFHA tenants to maintain a garden hose, even though many tenants may not have grounds that require watering (i.e. if they live in a high rise, or their landscaping contains no greens). This provision should be more narrowly tailored to tenants whose units are surrounded by grounds that are, per the express lease terms, the tenant's responsibility to maintain.

Section 14.R.5, page 16

This provision prevents tenants from doing even routine maintenance or emergency repair of their vehicles in the area near their unit. This would, for example, require a tenant with a flat tire to have their vehicle towed before the tire could be replaced. This places too onerous a burden on tenants.

Section 14.U., page 16

The requirements imposed upon tenants before they can install a satellite dish are so onerous as to effectively prohibit many tenants from having a dish. Such prohibition violated federal regulations propounded by the Federal Communications Commission, which prohibit landlords from impairing the rights of tenants to install satellite dishes. See FCC regulation at 47 CFR Section 1.4000.

Section 14.X, page 16

This provision prohibiting tenants from leaving minor children unsupervised does not distinguish between toddlers and teenagers. Many teenagers are not only capable of looking after themselves, but are able to baby-sit younger children, and tenants should not be required to supervise children who are entirely capable of supervising themselves.

Section 14.CC., page 17

This provision shifts responsibility for mold from the SFHA, who has an obligation to maintain the premises, to the tenant. Often, the design of the unit does not allow for adequate mechanical or passive ventilation, and the safety conditions in the neighborhood do not permit tenants to leave windows or doors open for ventilation.

Section 14.DD., page 17

The provision on Civil Rights leaves out categories of tenants who are protected under federal, state and local law, which include (in addition to the ones already enumerated): sex, sexual orientation, gender identification, disability, familial status, age, or arbitrary discrimination based any personal characteristic.

Comments to SFHA Lease Revisions

May 10, 2005

Page 7

Section 15, page 17

The provision on illegal weapons includes all knives in the list of prohibited items. This provision should not apply to kitchen, pocket or other household knives.

Section 16, page 20

There is no authority under state or federal law to issue a 3-Day Notice to Quit in cases where the lease violation involves fraudulent information or activity.

Section 17.B, page 20

The provision allowing SFHA to dispose of unclaimed property after 18 days without liability is an attempt to circumvent SFHA's responsibilities under California Civil Code § 1980, *et. seq.*

Section 17.C., page 20

This provision is inconsistent with the ACOP, which, in situations where the only remaining household members are minor children, permits a court appointed guardian to step in and assume the lease, assuming they meet other SFHA eligibility requirements.

Section 17.C 2., page 22.

The provision allowing termination of the lease on a three days notice where any Household has a dog in violation of the lease, is overreaching and not per se a nuisance or other threat to health and safety absent any allegations that the dog has displayed any viciousness so as to be a threat to health and safety. This provision then would allow a family wrongly accused of having a dog to possibly be deprived of a right to grievance hearing to establish that fact. Also insofar as it allows a termination if "any member of the household has convicted of a felony" should be limited by the addition of the phrase: *a felony which endangers the health and safety of residents, etc.* Otherwise, families could be summarily dispossessed where a member of the household is convicted of tax evasion or other like non-violent crime.

Section 17.(E) page 23.

There is no authority that allows SFHA to notify the post office serving a residence to stop delivery of mail to a particular residence.

Section 17.(G), page 23. Language on attorney fees in the case of litigation unless "stipulated by the parties" add *or except as provided by law.*

Section 19.B., page 24

The following language should be added, "If Tenant has been granted a priority transfer, but not yet been moved by SFHA, this paragraph shall not apply."

Comments to SFHA Lease Revisions

May 10, 2005

Page 8

Section 20.(B), page 24.

The lease should specify the mail address for notice to the SFHA so as to eliminate any confusion.

Section 20.(E), page 25.

Notice of lease termination must comply with 24 CFR 966.4 (l)(3)(ii). "State specific grounds for termination, and shall inform tenant of the tenant's right to make such reply as the tenant may wish. The notice shall also inform the tenant of the right to examine PHA documents directly relevant to the termination or eviction. When the PHA is required to afford the tenant the opportunity for a grievance hearing, the notice shall also inform the tenant of the tenant's right to request a hearing in accordance with the PHA's grievance procedure." Any such notices shall also be provided to tenant in a language the tenant understands, when the tenant has indicated that their primary language is not English.

Section 21, page 25

The following change should be made to this paragraph:

The SFHA will furnish the Grievance Procedures to all tenants.

Section 23, page 26: "HOUSEKEEPING STANDARDS"

This provision should be eliminated entirely. These Housekeeping Standards seek to micromanage the conditions of tenant's units, and contain standards that are so vague or arbitrary as to unfairly deprive tenants of advance knowledge of possible lease violations. For example, sections 23.D.3 and 23.F.1. requires cabinets and closets to be "clean and neat." Who will be determining what is "neat?" Similarly, provision 23.D.6, which requires dishes to be washed and put away in a "timely manner." SFHA is not the mother of its tenants, and should not be regulating how they wash and put away their dishes. Provision 14.M. of the lease already requires tenants to keep their units in a "clean and safe" condition, and this provision should be sufficient to cover any housekeeping issues that warrant a termination of the lease.

Second Section 23, page 27: INDEMNITY.

This provision, insofar as it requires the tenant to indemnify the SFHA against "claims by any person for injury or damage for circumstances beyond the control of SFHA", places a potential for limitless, absolute liability on tenants for just about anything. It is a corollary to the prohibited exculpatory clause, would constitute a contract of adhesion and certainly goes beyond any duty or obligation a tenant or anyone has under existing federal or state law. Needless to say, it should be stricken.

Comments to SFHA Lease Revisions

May 10, 2005

Page 9

Section 24, page 28

It is not true that SFHA is not responsible for loss of damage to personal property in or around the residence. There may be cases in which the negligent actions of SFHA staff causes damage to personal property, and SFHA would be responsible. The first sentence of this paragraph should be eliminated.

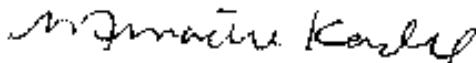
Section 26.C., page 28

The second sentence of this provision should be changed as follows:

“Tenant agrees that knowingly false statements or misrepresentations made in the application or during the rent review process...”

Thank you for inviting community input to your lease revisions.

Sincerely,



Minouche Kandel
Staff Attorney



Phillip Morgan
Staff Attorney

San Francisco Housing Authority

Resident Advisory Board

2005

<u>Name</u>	<u>Address</u>	<u>PH/Section 8</u>
Don Barsuglia	330 Clementina St. #919, 94103	PH
Deborah Page	755 Jerrold Avenue, 94124	PH
Helen Bailey	1108 Scott St., 94115	PH
Terrie Frye	641 O'Farrell St., #712, 94109	Sec. 8
Barbara A. Johnson	391 Bridgeview Dr., #5, 94124	Sec. 8
Robby Jauregi	1390 Market St., #2706, 94102	Sec. 8
Adell Williamson	737 Folsom St., #303, 94107	Sec. 8
Karen A. Davis	456 14 th St., #6, 94103	Sec. 8
Laura Berry	2575 Sutter St., #308, 94115	PH
Lucrecia Aguirre	737 Folsom St., #210, 94107	Sec. 8
Jackie Sachs	2698 California St., #404, 94115	PH
Rosa G. Wong	430 Turk St., #311, 94102	PH
Brenda Henry	9 Watchman Way, 94107	PH
Eddie Kittrell	5 Watchman Way, 94107	PH
Mario Zuniga	250 King St., #662, 94107	Sec. 8
Jen Yu	3190 16 th St., Apt. C, 94103	Sec. 8
Una Johnson	1235 Oak St., #4, 94117	Sec. 8
Cora Washington	1271 Eddy St., 94115	PH
Kimberly Hill Brown	3048 Harrison St., 94110	PH
Nancy Esteva	1874 36 th Ave., 94122	Sec. 8
Inez Reid	345 Arguello Blvd., #406, 94118	PH
Lakeyia Hayes	2444 Fulton St., 94118	Sec. 8
William Crandell	330 Clementina St., #209, 94103	PH

Resident Advisory Board Comments and Recommendations

Section 8 Committee

The Section 8 Committee of the San Francisco Housing Authority Resident Advisory Board (RAB) met on four occasions --- April 19, April 26, May 3 and May 10 --- at 440 Turk Street, San Francisco.

The Section 8 Committee had comments about the operations of Section 8 programs by the San Francisco Housing Authority.

Here are some of the issues raised by RAB members:

1. Client/SFHA Employee Relations
2. Customer Service Vis-à-vis Returning Phone Calls
3. Caseloads of SFHA Employees
4. Re-certification & Inspection of Units
5. Prioritization of Housing Choice Vouchers
6. Communicating in Five Different Languages
7. Section 8 Tenant Participation on SFHA Board of Commissioners
- 8. Next Steps for the RAB**

Client/SFHA Employee Relations

Members of the Section 8 RAB voiced strong opinions about day-to-day interactions with Section 8 employees. RAB members expressed concern about occasional rude behavior exhibited by some staff members when clients visit the Section 8 office at 1815 Egbert Avenue, San Francisco. Other issues raised by RAB members included the failure of employees to constantly maintain pertinent clients records and the widespread use of one's entire social security number in order to identify voucher recipients. RAB members had great respect for the people skills of the Section 8 director and his ability to resolve outstanding issues.

At a minimum, the RAB recommended that the Housing Authority offer its employees customer service training with a special emphasis in customer interaction. RAB members also would like the Housing Authority to consider adopting a client identification system that allows voucher holders to use an abridged version of their social security number. Perhaps the Housing Authority could have people furnish the last four digits of their SSNs. Finally, the RAB appreciates the efforts of the Section 8 director to personally resolve outstanding issues, but it would like to see all caseworkers and other staff members perform their duties in a professional manner so that the director can do other things.

Customer Service Vis-à-vis Returning Phone Calls

Members of the Section 8 RAB expressed extreme frustration with the inability to have Section 8 caseworkers return phone calls. Some RAB members have attempted to contact their caseworkers only to be informed that their voice mailboxes are full.

At a minimum, the RAB recommended that the Housing Authority consider using volunteers to clear out voice mailbox messages. Also, the RAB would like the Housing Authority to consider reducing the number of voucher holders assigned to individual caseworkers.

Caseloads of Employees

Through the course of these RAB meetings, RAB members discovered that the typical Section 8 caseworker has over 1,000 clients. The RAB believes that this ratio is out of balance and is a contributor to the high amount unreturned phone calls, overflowing voice mailbox messages, and significant delays in inspections and re-certifications.

At a minimum, the RAB would like the Housing Authority to consider hiring more caseworkers and/or find a way to spread around the amount of work to more existing Section 8 staff members.

Re-certification and Inspection of Units

The majority of the Section 8 RAB members liked the re-certification by mail system that the Housing Authority has implemented. They expressed concerns about the timeliness of receiving important Section 8 information from the Housing Authority. More the one RAB member shared a personal experience about receiving a Housing Authority letter a day before his/her re-certification deadline date.

At a minimum, the RAB would like the Housing Authority to consider expanding its re-certification by mail program and to consider incorporating the filing of re-certification papers with the annual unit inspection process. RAB members believe that combining the re-certification with the inspection will enable the Housing Authority to be more efficient.

Prioritization of Housing Choice Vouchers

RAB members discussed the possibility that the Housing Authority, due to proposed federal cuts in the Section 8 program, may have to limit and/or reduce the number of available Housing Choice Vouchers now in use.

The Housing Authority has proposed to prioritize who can receive vouchers with families with children and the elderly/disabled recipients receiving the highest priorities. The RAB would like the Housing Authority to encourage current voucher holders who receive the least amount of subsidy to voluntarily relinquish

their vouchers. RAB members also expressed a desire to inform their elected officials of the importance of the Section 8 program to San Franciscans.

Communicating in Five Different Languages

The official languages of the San Francisco Housing Authority are English, Chinese, Russian, Vietnamese and Spanish. While RAB members appreciate the Housing Authority's efforts to send notices to clients in five languages and to provide translation services, some members had a concern for the amount of paper that is generated when the Housing Authority must send out information to approximately 9,000 Section 8 households.

At a minimum, the RAB would like the Housing Authority to consider mailing information in the language that the head of household has identified as his/her "first" language. Also, the RAB would like the Housing Authority to research translation technology alternatives that will enable the Housing Authority to conduct mass meeting in which attendees would only hear his/her language of choice.

Section 8 Tenant Participation on SFHA Board of Commissioners

A seven-person board, the *San Francisco Housing Authority Commission*, of commissioners governs and sets policy for the San Francisco Housing Authority. The Mayor of San Francisco appoints all seven members of the Commission. The Housing Authority's state charter mandates that at least two residents of public housing must sit on the Commission.

The RAB would like the Mayor to appoint a Section 8 resident to the Commission so that the interests of the Section 8 community can be represented. The RAB intends to voice its concern to the Mayor of San Francisco and it will survey Section 8 tenants and have interested Section 8 tenants sign petitions.

Next Steps for the RAB

RAB members expressed a desire to remain active during the 2005-06 fiscal year. They would like to meet periodically with Housing Authority staff members in an effort to learn more about the Section 8 program and to work with the Housing Authority to improve service delivery.

RAB Notes and Comments Summarized by Rufus Davis, the PHA Plan Coordinator of the San Francisco Housing Authority.

Resident Members on Governing Board

As of July 15, 2005

1. **Neola Gans** is a resident of the Alemany family development and has served on the San Francisco Housing Authority Commission (i.e. the PHA Board) since the summer of 2002. She was appointed to the Commission by the former Mayor of the City and County of San Francisco, Willie L. Brown Jr.
2. **Betty Smith** is a resident of the Rosa Parks senior/disabled development and has served on the San Francisco Housing Authority Commission (i.e. the PHA Board) since the summer of 2002. She was appointed to the Commission by the former Mayor of the City and County of San Francisco, Willie L. Brown Jr.

**SAN FRANCISCO HOUSING AUTHORITY
DECONCENTRATION ANALYSIS
FY 2005**

BDR Type	Table A - Gross Income													
	Holly Court	Pot. Terrace	Sunnydale	Westside Cts.	Westbrook	Pot. Annex	Ping Yuen	Alemany	Hunters Point	HuntersView	Alice Griffith	Ping Yuen North	Robert B. Pitts	Totals
1 BDR	\$515,246	\$166,237	\$710,444	\$794,206	\$30,198	\$115,824	\$529,317	\$103,098	\$166,686	\$12,924	\$100,544	\$792,908		\$4,037,632
2 BDR	\$877,797	\$3,190,228	\$4,174,794	\$331,064	\$680,405	\$362,654	\$1,169,787	\$964,600	\$1,123,570	\$652,393	\$1,086,950	\$1,641,632	\$967,966	\$17,223,840
3 BDR	\$255,905	\$596,345	\$1,485,681	\$364,887	\$1,409,706	\$601,496	\$1,301,992	\$491,909	\$411,825	\$1,073,375	\$266,701	\$381,511	\$1,837,279	\$10,478,612
4 BDR			\$503,239	\$135,306	\$521,048	\$185,609	\$437,270	\$12,661	\$508,131	\$754,029	\$987,576		\$150,542	\$4,195,411
5 BDR			\$55,003		\$118,865	\$73,440			\$125,150	\$90,080	\$322,084			\$784,622
6 BDR									\$23,084					\$23,084
Totals	\$1,648,948	\$3,952,810	\$6,929,161	\$1,625,463	\$2,760,222	\$1,339,023	\$3,438,366	\$1,572,268	\$2,358,446	\$2,582,801	\$2,763,855	\$2,816,051	\$2,955,787	\$36,743,201

BDR Type	Table B - Occupied Units													
	Holly Court	Pot. Terrace	Sunnydale	Westside Cts.	Westbrook	Pot. Annex	Ping Yuen	Alemany	Hunters Point	HuntersView	Alice Griffith	Ping Yuen North	Robert B. Pitts	Totals
1 BDR	43	25	70	74	4	16	44	13	13	3	8	74		387
2 BDR	58	346	455	23	55	37	89	91	73	70	116	97	76	1,586
3 BDR	10	53	129	19	106	47	74	43	22	98	23	20	109	753
4 BDR			30	7	31	11	21	1	8	54	63		11	237
5 BDR			2		9	5			7	7	16			46
6 BDR									1					1
Totals	111	424	686	123	205	116	228	148	124	232	226	191	196	3,010

BDR Type	Table C - Average Gross Income													
	Holly Court	Pot. Terrace	Sunnydale	Westside Cts.	Westbrook	Pot. Annex	Ping Yuen	Alemany	Hunters Point	HuntersView	Alice Griffith	Ping Yuen North	Robert B. Pitts	Totals
1 BDR	\$11,982	\$6,649	\$10,149	\$10,733	\$7,550	\$7,239	\$12,030	\$7,931	\$12,822	\$4,308	\$12,568	\$10,715		\$10,433
2 BDR	\$15,134	\$9,220	\$9,175	\$14,394	\$12,371	\$9,801	\$13,144	\$10,600	\$15,391	\$9,320	\$9,370	\$16,924	\$12,736	\$10,860
3 BDR	\$25,591	\$11,252	\$11,517	\$19,205	\$13,299	\$12,798	\$17,594	\$11,440	\$18,719	\$10,953	\$11,596	\$19,076	\$16,856	\$13,916
4 BDR			\$16,775	\$19,329	\$16,808	\$16,874	\$20,822	\$12,661	\$63,516	\$13,964	\$15,676		\$13,686	\$17,702
5 BDR			\$27,502		\$13,207	\$14,688			\$17,879	\$12,869	\$20,130			\$17,057
6 BDR									\$23,084					\$23,084
Totals	\$14,855	\$9,323	\$10,101	\$13,215	\$13,464	\$11,543	\$15,081	\$10,623	\$19,020	\$11,133	\$12,229	\$14,744	\$15,081	\$12,207



SAN FRANCISCO HOUSING AUTHORITY

Public Housing Operations Department
440 Turk Street • San Francisco CA • 94102 • (415) 554-1200

SFHA COMMUNITY SERVICE COMPLIANCE PROCESS

1. GENERAL:

In order to be eligible for continued occupancy each adult family member must either (a) contribute eight hours per month of community service (not including political activities), or (b) participate in an economic self-sufficiency program, or (c) perform eight hours per month of combined activities as previously stated unless they are exempt from this requirement.

2. EXEMPTIONS:

The following adult family members of tenant families are exempt from this requirement:

- a. Family members who are 62 years old or older
- b. Family members who are blind or disabled as defined under 216(1)(1) or 1614 of the Social Security Act (42 U.S.C. 416(1)(1) and who certifies that because of these disabilities he or she is unable to comply with the community service requirements.
- c. Family members who are the primary care givers for someone who is blind or disabled as set forth in paragraph B above
- d. Family members engaged in work activities, as defined in Social Security Act, at least eight hours per month
- e. Family members who are exempt from work activities, under part A Title IV of the Social Security Act or under any other state welfare program, including the Welfare to Work program
- f. Family members receiving assistance, benefits, or services under a state program funded under part A, Title IV of the Social Security Act or under any other state welfare program, including the Welfare to Work program and are in compliance with that program

3. NOTIFICATION OF REQUIREMENT

SFHA shall identify all adult family members who are exempt from the community service requirement.

SFHA shall notify all such family members and the categories of individual who are exempt from the requirement. The notification will provide the

opportunity for the family to claim and explain an exempt status; SFHA shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual re-examination, or after October 1, 2003. Families paying flat rent, the obligation begins on the date their annual re-examination would have been effective. They will also be advised that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of their next annual re-examination.

4. VOLUNTEER WORK

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and enhance resident self-sufficiency and increase responsibility of the residents within the community. SFHA encourages parents of school age children to provide community service in their child's school.

5. PROCESS

Upon admission, or at first annual re-examination, or after October 1, 2003, or subsequent re-examination, SFHA will do the following:

- a. Provide list of volunteer opportunities to the family members
- b. Provide information about obtaining suitable volunteer positions
- c. Provide *Community Service Compliance Certification* form. Instruction for the time required to complete the form and have a supervisor date and sign for each period of work
- d. All property managers will assist family members in identifying appropriate volunteer positions and in meeting their responsibilities.
- e. Property managers will track the family member's progress in community service monthly. And will meet with family member's quarterly to best encourage compliance.
- f. Sixty days before family's next re-examination date, the property manager will advise his or her supervisor whether each applicable adult family member is in compliance with community service requirement.

6. NOTIFICATION of NONO-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

SFHA will notify the head of household of non-compliance and of the following:

- a. Names of the family members determined to be in non-compliance
- b. The determination is subject to the grievance procedure
- c. Unless the family members enter into an agreement to comply or leave the household, the lease will not be renewed or will be terminated

7. OPPORTUNITY to COMPLY with COMMUNITY SERVICE

SFHA will offer the family members the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement will state that the family member(s) agree to enter into an economic self-sufficiency program or agree to contribute to community service for as many hours as needed to comply with requirement over 12-month period. The cure shall occur over 12 months period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement.

The first hours a resident earns goes towards the current year's commitment until the current year's commitment is made:

Property Manager will assist the family member in identifying volunteer opportunities and will track compliance on monthly basis.

If any family member does not accept the terms of the agreement or does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under their agreement to perform community service by SFHA shall take action to terminate the lease.

In implementing the community service requirement SFHA may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees or replace a job at any location where residents perform activities to satisfy the service requirement.



SAN FRANCISCO HOUSING AUTHORITY

Public Housing Operations Department

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Community Service Compliance Certification

I/We have received a copy of, have read and understand the contents of the Authority's Community Service/Self-Sufficiency Policy.

I/We understand that this is a requirement of the Quality Housing and Work Responsibility Act of 1998 and that if we do not comply with this requirement, our lease will not be renewed.

Resident

Date

Resident

Date

Resident

Date



SAN FRANCISCO HOUSING AUTHORITY

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Community Service Statement

The San Francisco Housing Authority requires community service of not less than 8 hours per month.

I, the undersigned, certify that the person listed below is performing community service at the agency listed below:

Tenants Name: _____

Name of Agency: _____

_____ number of hours worked during the month of _____
month, year

Signed

Date

Title



SAN FRANCISCO HOUSING AUTHORITY

Public Housing Operations Department

440 Turk Street • San Francisco CA • 94102 • (415) 554-1200

Community Service Exemption Certification

I certify that I am eligible for an exemption from the Community Service requirement for the following reasons:

- I am 62 years of age or older
- I have a disability, which prevents me from working
(Certification of Disability Form will serve as documentation)
- I am working
(Employment Verification form will serve as documentation)
- I am participating in a Welfare-to-Work Program
(Must provide verification letter from agency)
- I am receiving TANF and am participating in a required economic self-sufficiency program or work activity
(Must provide verification from the funding agency that you are complying with job training or work requirements)
- I am a full-time student
(Must provide verification letter from school attended)

Resident

Date

COMMUNITY SERVICE CONTRACT LISTING

Glide Memorial

330 Ellis Street
San Francisco, CA 94102
(415) 674-6000

Blood Bank

(415) 567-6400

Adopt –A-Street

Department of Public Works (DPW)
2323 Cesar Chavez Street
San Francisco, CA n 94124
(415) 98-ADOPT

City Job Hotline

Dept. of Human Resources (DHR)
44 Gough Street
San Francisco, CA 94103
(415) 557-4888

Compass Community Svcs.

995 Market Street, 5th Floor
San Francisco, CA 94103
(415) 644-0504
(415) 644-0514 fax
*Julie Glanville, Community
Outreach Coordinator*
community@compass-sf.org
(415) 399-9406 ext. 304

Food Bank of San Francisco

Bay Area
Second Harvest
(415) 282-1900

OnLok Senior Center

Attn: Joaquin Moreno
225 30th Street, 3rd Floor
San Francisco, CA 94131
(415) 550-2210

Clean City Coalition

401 Tunnel Avenue
San Francisco, CA 94134
(415) 330-1414

San Francisco Unified School District (SFUSD)

Communications & Public
Relations
135 Van Ness Avenue
San Francisco, CA 94102
(415) 241-6565

Tenant Associations

Holly Courts Tenant Association
85 Patton Street
San Francisco, CA
(415) 642-4759

Alemanya Tenant Association
947 Alemany Blvd.
San Francisco, CA
(415) 648-9794

Potrero Terrace Tenant Association
1077 Connecticut Street
San Francisco, CA
(415) 401-0552

Sunnydale Tenant Association
1653 Sunnydale Avenue
San Francisco, CA 94134
(415) 333-4917

Westside Courts Tenant Association
(415) 949-6871

Potrero Annex Tenant Association
65 Watchman Way
San Francisco, CA 94107
(415) 643-8489

Ping Yuen Tenant Association
799 Pacific Avenue
San Francisco, CA
(415) 781-2860

Hunter's View Tenant Association
227-229 West Point Road
San Francisco, CA 94124
(415) 821-2873

Alice Griffith Tenant Association
204 Cameron Way
San Francisco, CA 94124
(415) 822-1406

Robert B. Pitts Plaza Tenant Association
1150 Scott Street
San Francisco, CA
(415) 749-0659

ALERT! ALERT!

THIS LETTER PROVIDES IMPORTANT INFORMATION FOR ALL MEMBERS OF THE HOUSEHOLD WHO ARE UNEMPLOYED, NOT IN A JOB TRAINING PROGRAM, OR IN SCHOOL, AND WHO ARE BETWEEN THE AGES OF 18 AND 62

ALL ADULT MEMBERS BETWEEN THE AGES OF 18 AND 62 IN YOUR HOUSEHOLD ARE REQUIRED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PROVIDE EIGHT (8) HOURS OF COMMUNITY SERVICE PER MONTH IF THEY ARE NOT EMPLOYED (MUST WORK AT LEAST 20 HOURS PER WEEK), OR NOT IN A JOB TRAINING PROGRAM, OR IN SCHOOL

MANDATORY ACTION REQUIRED BY AUGUST 1, 2003

PLEASE REPORT TO YOUR PROPERTY MANAGER'S OFFICE THE NAME(S) OF THE HOUSEHOLD MEMBER(S) WHO YOU THINK ARE EXEMPT BASED ON THE EXEMPTION BELOW

Exemptions are only granted if you provide the appropriate medical or government documentation that the person is disabled, is going to school, is currently working at least 20 hours per week, or is in a job training program.

If an adult member has already been acknowledged by the property manager as a person with special needs, this person does not need to provide documentation, and is considered exempt. If you have any questions, please contact the Property Manager's Office.

The public housing tenants exempt from the community service and self-sufficiency requirements are those who are verified as the following:

1. Age 62 years or older
2. Blind or Disabled as established by the Federal Government
3. Engaged in work activities as defined by the Social Security Act
4. Employed – Subsidized or Unsubsidized or Unsubsidized (Must work at least 20 hours per week)
5. Currently in a Work Experience position
6. Currently enrolled in an On-the-Job-Training Program
7. Actively participating in a Job search and Job-Readiness Program/Workshops
8. Actively participating in a Community Service Program
9. Currently enrolled in a Vocational Educational Training Program
10. Currently enrolled in a Job Skills Training Program directly related to employment
11. Currently enrolled in an Education Program directly related to employment
12. Satisfactory attendance at secondary school or a certificate program, and
13. The provision of childcare services to an individual who is participating in community service program.

Attachment to San Francisco Housing Authority Lease Agreement

This document is an attachment to the written Dwelling Lease ("Lease") between the San Francisco Housing Authority (SFHA) and the undersigned tenants, dated _____, _____, 200__.

The Lease shall be renewed automatically, unless the family fails to comply with the community service requirement. Violation of the service requirement is grounds for nonrenewal of the lease at the end of the twelve-month term.

If the tenant, or another family member, has violated the community service requirement, the San Francisco Housing Authority will not renew the Lease upon expiration of the term unless (1) the tenant, or any other noncompliant resident, enter into a written agreement to cure such noncompliance by completing the additional hours of community service or economic self-sufficiency activity needed to make up the total number of hours required over the twelve-month term of the new lease and (2) all other members of the family, who are subject to the service requirement, are currently in compliance or are no longer residing in the unit.

San Francisco Housing Authority

Tenant(s)

By _____

Print Name _____

Print Name _____

Signature _____

Signature _____

Print Name _____

Title _____

Signature _____

SAN FRANCISCO HOUSING AUTHORITY DWELLING LEASE OR HOPE VI DEVELOPMENTS

1. LEASE SUMMARY

Tenant _____ Account No. _____
Co-Tenant _____ Number of Bedrooms _____
Address _____ Dwelling Unit No. _____
Email Address _____
Monthly Rent \$ _____ Effective Date _____
Initial Payment \$ _____ Security Deposit \$ _____ Other Deposit \$ _____

2. PARTIES

This Lease agreement ("Lease") is between the San Francisco Housing Authority ("SFHA") and the Tenant or Tenants listed in Section 1 ("Tenant"). Each of the Tenants is individually, jointly and severally responsible for performance of all obligations under this Lease, including but not limited to payment of Rent.

3. PREMISES, LEASE TERM AND RENEWAL

Under the Lease, the SFHA shall Rent to Tenant the dwelling unit described in Section 1 above ("Residence"). The Residence is located in a Federally funded public housing development ("Development") owned by the SFHA. The term of this Lease shall be one (1) calendar year, renewed as stipulated in Section one (1) of the Lease and shall be automatically renewed for the same period, unless terminated by the SFHA or Tenant pursuant to this Lease.

4. HOUSEHOLD MEMBERS

(A) The Residence is a private residence to be occupied only by Tenant and the following members of Tenant's household:

Table with 7 columns: Name, Relationship, Sex, Birth Date (MM/DD/YYYY), Social Security #, Driver's License # or CA ID. Rows 1-8 with pre-filled data for the first row and blank lines for others.

- (B) The Household Members listed above shall be considered the sole residents of the Residence. All Household Members agree that they must abide by the provisions of this Lease and that failure to abide may result in termination of this Lease with the entire Household. **All adult (18 years or older) Household Members further agree that if any guest or minor child violates the provisions of this Lease, the Lease may be terminated.** The terms “Household” and “Household Members” shall mean only Tenant and the persons listed in Section 4(A).
- (C) Household Members shall have the right to the exclusive use and occupancy of the Residence in accordance with the terms of this Lease, including reasonable accommodation of guests. The term “guest” means a person in the Residence with the consent of Tenant. Tenant shall not knowingly permit anyone other than a Household Member as defined in Section 4A to use the Residence as an address or as a “mail drop.” **Using the premises as a mail drop is considered a material breach of the Lease and could result in termination of this Lease.**
- (D) Tenant shall not permit anyone other than a Household Member listed in Section 4(A) to stay at the Residence for more than fourteen (14) days in any month or forty-five (45) days in any twelve (12) month period, cumulatively, without the prior written permission of the SFHA. Tenant shall notify the SFHA of any guests who have resided in the unit for ten (10) days or more. Tenant shall notify the SFHA within one (1) day if any guest is a parolee or a probationer, a registered sex offender, or has been convicted for the manufacture or production of methamphetamines. Failure to comply with this provision shall constitute a material violation of this Lease and grounds for eviction.
- (E) Any additions to the Household Members named on the Lease, including live-in aides and foster children, but excluding natural births, require the advance written approval of the SFHA. New Household Members must meet all applicable eligibility and screening requirements, including proof of custody, criminal history check if over eighteen (18), guardianship, or adoption for minor children. The Household shall not be entitled to any priority or preference with regard to transfer to a new dwelling unit based on a change in the size of the Household.
- (F) Tenant agrees to wait for SFHA approval before allowing additional persons to move into the Residence. Failure to comply with this provision shall constitute a material violation of this Lease and grounds for eviction.
- (G) If a Household Member qualifies to have a live-in aide, the aide shall have no tenancy rights. Live-in Aide means a person who resides with an elderly, disabled or handicapped person and who: a) is determined to be essential to the care and well-being of the person; b) is not obligated for the support of the person; and c) would not be living in the unit except to provide the necessary supportive services. Official documentation and/or live-in aide certification must be provided. The aide may live at the Residence only so long as the Household Member qualifies for the aide’s services and must vacate immediately upon termination of employment or death of the Tenant.
- (H) Tenant shall notify the SFHA in writing if any Household Member vacates or no longer resides at the Residence within ten (10) days of the occurrence. Tenant shall continue to be fully responsible for the actions of all Household Members until the SFHA has been notified in writing of the change and the Household Member has been removed from the Lease in accordance with Section 9(F). **SFHA will not remove a Household Member**

from the Lease once a Lease violation has occurred, **unless the SFHA makes a determination as specified in 18(D) of this Lease Agreement.**

5. RENT

- (A) The Initial Payment (see Section 1) shall be for Rent for the period beginning on the Effective Date and ending at 11:59 p.m. on the last day of that calendar month. The Initial Payment is due at the time Tenant signs the Lease. The Monthly Rent listed in Section 1 above ("Monthly Rent") is subject to change pursuant to the procedure set forth in Section 9.
- (B) Monthly Rent shall be paid on or before the first day of each calendar month. A \$25 late charge will be assessed if Rent is not received by the fifth (5) calendar day of the month. **The late charge shall be due and payable fourteen (14) days after the SFHA gives written notice of said charge.** Tenant agrees that this provision for payment of a late charge does not establish a grace period and that the SFHA may serve a notice to pay Rent or quit the premises at any time after the payment is due. Payment of the late charge does not cure the late payment for purposes of establishing habitual late payment of Rent as defined in Section 5(D).
- (C) Tenant shall pay Rent to the SFHA by personal check, certified check, money order, electronic benefits transfer (EBT), or by other electronic means acceptable to the SFHA. Tenants who submit a check that is returned for insufficient funds or a closed or non-existent account shall be assessed a service charge of \$25.00 and shall make future payment by certified check or money order only. The SFHA will not accept personal checks for past-due Rent. The SFHA has the right to demand certified funds on nonpayment of Rent notices.
- (D) In the event of habitual late payment, the SFHA shall have the right, in addition to all other remedies under this Lease and at law, to require that Tenant participate in a direct payment program. "Habitual late payment" shall mean failure by Tenant to pay Rent timely or any other payments required under this Lease for any three (3) months during any twelve (12) month period. SFHA may terminate or refuse to renew the Lease agreement in the event of habitual late payment.
- (E) Tenant shall be liable for Rent through the date that all Household Members vacate the Residence, provided that Tenant has given at least thirty (30) days' written notice to the SFHA of their intent to vacate. In the absence of such notice, Tenant shall be liable for Rent for thirty (30) days after the date that the property manager has knowledge that all Household Members have vacated the Residence.
- (F) In the event the Tenant is transferring from another SFHA-operated or Public Housing or Section 8 dwelling unit, any charges under the previous Lease are due under this Lease. **Except for priority transfers,** Tenant must pay all monies owed to the Housing Authority or enter into a Stipulated Agreement to pay any unpaid balance prior to transferring to another managed housing unit or receiving a Section 8 voucher (if available).
- (G) The SFHA shall not be liable for any damage caused by its failure to deliver possession of the Residence at the beginning of the term. Tenant shall not be liable for any Rent until possession is delivered.

6. OTHER CHARGES

- (A) In addition to Rent, Tenant is responsible for the payment of other charges specified in this Lease, including but

not limited to maintenance and repair services, excess utility charges, and late fees. The SFHA shall assess charges for maintenance and repair services in accordance with the Schedule of Charges, which is incorporated by reference in this Lease. Charges for services that are not listed on the Schedule of Charges shall be based on the actual cost of labor and materials, including any overtime rates.

- (B) Tenant shall pay reasonable charges for maintenance and repair of damages beyond normal wear and tear to the Residence, the Development, facilities, or common areas caused by any Household Member or guest. Tenant shall pay reasonable charges for any cleaning or pest control made necessary by any Household Member or guest. Tenant shall be charged in the event the Residence is not prepared for pest control or mold and mildew abatement in a manner specified by the SFHA when requested.
- (C) Charges assessed to Tenant for maintenance or repair services, or for excessive utility consumption, shall be charged to Tenant's account and shall be due on the first day of the second month following the month in which the charges are incurred. Tenant shall make payments at the SFHA property office. Failure to make payments when due shall constitute a material breach of this Lease. **This action is subject to paragraph 21 of this Lease Agreement.**
- (D) The imposition of charges for consumption of excess utilities is permissible only if such charges are determined by an individual check meter servicing the Leased unit or result from the use of major Tenant-supplied appliances.
- (E) The SFHA shall be responsible for repair of the unit within a reasonable time: provided, that if the damage was caused by the Tenant, Tenant's household or guests, the reasonable cost of the repairs shall be charged to the Tenant.
- (F) All amounts due and all payments made by Tenant pursuant to this Lease shall be listed on the Tenant's account. The SFHA shall apply all monies received from Tenant to the oldest amount due on the account.

7. DEPOSITS

- (A) At or before move-in, Tenant shall pay an amount equal to the Monthly Rent or a minimum of \$100, whichever is greater, as a security deposit.
- (B) The SFHA may use the security deposit at the termination of the Lease for any purpose permitted by California law. The SFHA shall return the security deposit to Tenant in accordance with law after all Household Members have vacated the Residence, less any deductions permitted by law. If any deductions are made, the SFHA will furnish Tenant with a written statement of all costs for damages or other charges deducted from the deposit as required by law.
- (C) Tenant shall pay a pet deposit of \$100 prior to obtaining any pet approved by the SFHA. Tenant may request a refund of the pet deposit upon the termination of tenancy or after providing satisfactory documentation that Tenant no longer has the pet. The SFHA shall refund such deposit only after an inspection of the Residence for pet damage and after making reasonable deductions for such damage.
- (D) Tenant shall pay a deposit of \$250 prior to conducting any approved business activity in the Residence.
- (E) Tenant shall pay additional deposits as required by the SFHA for approved installation of satellite dishes.

- (F) Payment of security and other deposits does not create a trust relationship between Tenant and the SFHA. The SFHA shall be under no obligation to maintain monies paid toward security or other deposits in a separate account. The SFHA shall be under no obligation to pay interest on these deposits.

8. UTILITIES, APPLIANCES AND SERVICES

- (A) The SFHA shall furnish the Residence with the appliances and utilities listed on the pre-Lease form. The SFHA shall also provide reasonable sewer and garbage collection services and reasonable amounts of running water. Tenant agrees that all appliances supplied by the SFHA shall be received in "as is" condition with no warranties as to performance. Tenant agrees to the upkeep of the refrigerator and stove. In the event of damage beyond repair, the SFHA will only replace the stove and not the refrigerator.
- (B) If the SFHA provides utilities, Tenant may use a reasonable amount of gas or electricity at no cost in accordance with the Utility Allowance Schedule. Tenant shall pay the SFHA reasonable charges for the excessive consumption of gas or electricity as determined by the Excessive Utility Consumption Charge Rates. Both the Utility Allowance Schedule and the Excessive Utility Consumption Charge Rates are incorporated by reference into this Lease.
- (C) If the SFHA does not provide utilities, then Tenant shall purchase utilities directly from the provider. In such cases the Monthly Rent shall already be adjusted downward by the amount set forth in the Utility Allowance Schedule. The actual cost of utilities shall not be deducted from Monthly Rent. The SFHA has no obligation to pay Tenant's utility bills and shall not be responsible for disruptions in service due to Tenant's failure to pay bills or any other reason beyond its control. Tenant shall maintain the uninterrupted supply of utility services by paying the utility bill promptly to avoid shut-off. Failure to maintain utility service for any reason shall constitute a material violation of this Lease.
- (D) Tenant Responsibilities: Tenant shall not waste the utilities provided by the SFHA. Tenant shall not tamper with any gas, electric or other utility meters, lines, or connections, including telephone and television lines. Tenant shall not obtain any utility for which Tenant has not paid, including but not limited to pirating television signals, running extension cords, or water hoses into adjacent units. Tenant shall not use the stove or oven to heat the Residence or to dry clothes. If the Tenant tampers with any utilities, it shall be considered a material breach of the Lease.
- (E) Prior written approval of the SFHA is required before installing appliances such as washing machines or dryers. The Residence must be equipped with the appropriate connections at the time of move-in, including but not limited to washer hook-ups, dryer vents and electrical outlets; otherwise, washers and dryers are strictly prohibited. If the Residence is properly equipped and approval is granted, Tenant shall be solely responsible for installation and maintenance and shall be liable for any damage caused to the Residence or other Development property by the washer or dryer.

9. RENT DETERMINATIONS AND MODIFICATIONS

- (A) All Rent and unit size determinations and Rent adjustments (including utility allowances) shall be made in

accordance with applicable Federal regulations and SFHA policies, which are available at SFHA offices. The SFHA shall re-examine the status of each Household approximately once every twelve (12) months. The amount of the Tenant Rent is subject to change in accordance with HUD requirements.

- (B) When requested by the SFHA, Tenant shall furnish complete and accurate information including, but not limited to:
1. Household composition, including but not limited to full name, sex, date of birth, social security number and driver's license number for each Household Member;
 2. Each Household Member's income amount, the source of that income, and the place of employment; and
 3. Any other information requested by the SFHA to make determinations with respect to Monthly Rent, continued eligibility, accessibility needs, and appropriate dwelling unit size. Such information shall include certifications for any pets approved according to Section 12.

Failure to provide such information shall constitute a material violation of the Lease and will be grounds for eviction.

- (C) All information must be verified. Tenant shall comply with reasonable requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. The SFHA shall treat this information as confidential.
- (D) The SFHA shall have the right to request that Tenant submit to an interim Rent review if the SFHA has reason to believe that a change in the Monthly Rent is appropriate. Tenant may make reasonable requests for an interim Rent review at any time provided there is a change in income.
- (E) Provisions shall be made for abatement of Rent in proportion to the seriousness of damage and loss in value as a dwelling if repairs are not made in accordance with Section 6(E) of this Lease or with Section 10(A) of this Lease, except that no abatement of Rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant, Tenant's household or guests.
- (F) Tenant shall report changes in Household circumstances (such as change in income, assets or family composition) within ten (10) days of the occurrence as required by the Admissions and Continued Occupancy Policy ("ACOP"). The current ACOP is available at the Development office or from the SFHA, and is incorporated by reference into this Lease. Failure to report changes as required by this provision shall be considered a material violation of the Lease. **Any decrease in Rent will not be effective until the month following Tenant's report of change in circumstance in accordance with this provision. Tenant shall be responsible for payment of the entire Rent until such report is made.**
- (G) If Tenant claims that a Household Member has vacated the Residence, then the SFHA shall require Tenant to submit satisfactory written proof that the Household Member no longer lives at the Residence. Such proof includes, but is not limited to, copies of a new Lease agreement, utility bills or Rent receipt for a new residence.
- (H) If the SFHA increases the Monthly Rent pursuant to a Rent review, then the new Monthly Rent shall be effective on the first day of the second month following the completion of the review. If Tenant delays in providing information that justifies a Rent increase, then the SFHA may make the increase retroactive to the Tenant's annual review date or the date that the increase should have occurred, whichever is earlier.

- (I) If the SFHA decreases the Monthly Rent pursuant to the review, then the revised Monthly Rent shall be effective on the first day of the month following the completion of the review.
- (J) When the SFHA redetermines the amount of Rent (Total Tenant Payment or Tenant Rent) payable by the Tenant, not including determination of the SFHA's schedule of Utility Allowances for families in the SFHA Public Housing Program, the SFHA shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of the SFHA determination, and that if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the SFHA grievance procedure.
- (K) The SFHA shall give the Tenant written notice stating any change in the amount of Tenant Rent, and when the change is effective.

10. TRANSFERS

- (A) The SFHA shall have the right to transfer the Tenant and Household Members to an alternate SFHA unit whenever the SFHA determines:
 - 1. The size of the Residence is no longer appropriate for the Household composition.
 - 2. A transfer is necessary to protect the health or safety of a Household Member or another SFHA resident.
 - 3. The Residence is needed as a disabled unit and neither Tenant nor any Household Member is disabled.
 - 4. Tenant or a Household Member needs to live in a unit with special features (e.g., handicap access) and the Residence is not reasonably suited for such use.
 - 5. A transfer is necessary so that the SFHA may repair, retrofit, replace or modify the Residence.
 - 6. A court-ordered Stipulated Agreement is executed or the Tenant enters into a written agreement.
 - 7. Other good cause as defined in the ACOP.

The SFHA will categorize a transfer based on priority in accordance with the criteria set forth in the ACOP.

- (B) When the SFHA determines that the Tenant must transfer to another unit based on family composition, the SFHA shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of the SFHA determination, and that if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the SFHA grievance procedure.
- (C) Transfers made pursuant to Section 10 (A) shall be at Tenant's sole expense.
- (D) Tenant shall transfer within thirty (30) days of written notification by the SFHA that an alternate unit is available. Upon receipt of the keys to the new unit, Tenant shall immediately transfer all personal property to the new unit and shall surrender possession of the old unit within three (3) days. Failure to comply with this provision shall constitute a material violation of this Lease and grounds for eviction.
- (E) If the Household transfers to another unit, this Lease shall automatically terminate and a new written Lease agreement shall be executed for the new dwelling unit. By transferring Tenant to another unit, however, the SFHA shall not waive its right to terminate the Lease for the new unit or to evict the Household from that unit based upon conduct that occurred before the transfer (when Tenant resided on the Premises). If any member of the Household transfers to a new unit after the SFHA initiates an eviction proceeding, then the SFHA may re-

file the action or amend its pleadings to request possession of the new unit, without waiver of the original violation.

- (F) The SFHA will consider any Tenant requests for transfers in accordance with the ACOP. Tenant acknowledges that the SFHA shall use only existing SFHA resources to assist with transfers. If the SFHA approves a Tenant request for a transfer, Tenant shall receive one (1) written offer of housing. If Tenant rejects the offer, without good cause as defined in the ACOP, then the SFHA shall be deemed to have satisfied its obligation for all transfers. Any rejection of an offer by a Tenant must be in writing.
- (G) Tenant may not request a non-priority transfer within twelve (12) months of the move -in date or transfer date. Tenant shall not be permitted more than two (2) non-priority transfers during the entire tenancy unless required by the SFHA. Tenants who must transfer due to health or safety hazards created by their own acts or omissions may be subject to eviction proceedings but in any case shall not be allowed more than one (1) transfer.

11. INSPECTIONS AND ENTRIES

- (A) The SFHA and Tenant shall inspect the Residence before Tenant takes occupancy. The SFHA shall furnish a pre-Lease or pre-occupancy statement of the condition of the Residence and the utilities and appliances provided with the Residence. The statement shall be verified and signed by Tenant and the SFHA.
- (B) Upon request of the SFHA, Tenant shall submit to an annual inspection of the Residence to check needed maintenance, housekeeping, and other Lease compliance matters. Tenant will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the Residence.
- (C) The SFHA may conduct interim inspections of the Residence if it has cause to believe that an unsanitary or hazardous condition exists, a nuisance, or if Tenant has failed or refused to cooperate with inspections, maintenance, repairs, or pest control.
- (D) The SFHA shall inspect the Residence when Tenant vacates and shall furnish a written statement of damages for which Tenant is responsible, including charges to be deducted from the security deposit. Tenant may participate in the move-out inspection unless Tenant vacates without giving prior notice.
- (E) Upon reasonable advance notice or as required by law, Tenant shall permit the SFHA to enter the Residence during normal business hours to perform annual and routine inspections or maintenance, make improvements or repairs, or show the Residence for re-leasing. **Tenant shall furnish security codes or other means of access to their Residence within 24 hours of notice. It shall be considered a material breach of the Lease agreement if the Tenant refuses access to the unit for the purpose of maintenance and/or inspections.**
- (F) The SFHA may enter the Residence without advance notice when there is reasonable cause to believe that an emergency exists, if the Residence appears abandoned, or to make repairs requested or agreed to by Tenant. Tenant's request for maintenance or repairs at the Residence authorizes the SFHA to enter the Residence without notice as allowed by law.
- (G) If the Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the SFHA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.
- (H) The SFHA may permit a peace officer or building or health inspector to enter the Residence upon presentation

by such official of a warrant or order, or to arrest a person that a peace officer believes to be in the Residence, or if a peace officer believes that there are exigent circumstances warranting his or her entering a unit and said officer orders an SFHA employee to open the residence.

12. PET POLICY

- (A) Pets are forbidden on SFHA property without prior written approval of the SFHA or unless allowed by State or Federal law.
- (B) If approved by the SFHA, Tenant shall be required to sign a Pet Agreement as an Addendum to this Lease and shall pay a pet deposit in accordance with Section 7(C) of this Lease. Tenant acknowledges that approval by the SFHA is conditional and may be withdrawn at any time.
- (C) The current Pet Policy is available at the Development office, and is incorporated by reference into this Lease. **Keeping an animal in violation of the Pet Policy, shall constitute a material breach of this Lease and grounds for eviction.**

13. NOTICE OF HUD REQUIREMENTS

The SFHA shall be obligated to the Department of Housing and Urban Development for the following:

- (A) To maintain the Residence and the Development in a decent, safe, and sanitary condition.
- (B) To comply with applicable building and housing codes and Federal regulations materially affecting health and safety.
- (C) To make necessary repairs to the Residence.
- (D) To keep Development buildings, facilities and common areas not otherwise assigned to Tenant for maintenance and upkeep in a clean and safe condition.
- (E) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, stoves and other facilities, including elevators, supplied by the SFHA.
- (F) To provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the Residence by Tenant in accordance with Section 14(K) of this Lease.
- (G) To supply running water and reasonable amounts of hot water and heat, except in those cases where the heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection.
- (H) To notify Tenant in writing, if required, of the specific grounds for any proposed adverse action. The notice of proposed adverse action shall inform Tenant of his or her right, if any, to request a grievance hearing. The term "proposed adverse action" includes, but is not limited to, a proposed Lease termination, denial of a priority transfer request, transfer of the household to another unit or imposition of charges for maintenance or repair, or for excessive utility consumption.
- (I) To provide, at Tenant's request, reasonable accommodations of a disability of any Household Member. Accommodations are not reasonable if they impose undue financial and administrative burdens on the SFHA. **The above obligations do not create a right of action.**

14. OBLIGATIONS OF TENANTS, HOUSEHOLD MEMBERS AND GUESTS

In addition to obligations stated elsewhere in this Lease, Tenant must comply with, and must cause all Household Members, guests and persons under Tenant's control to comply with, the following rules. As used throughout this Lease, "person under Tenant's control" shall mean a person other than a guest who enters the Development at the invitation of Tenant or a Household Member.

- (A) USE OF RESIDENCE: Not to assign or sublease the Residence. Not to provide accommodations for boarders or lodgers. To use the Residence solely as a private dwelling for Tenant and Household Members, and not for any other purpose, except when Tenant has received the prior written consent of the SFHA to conduct a specific, lawful business.
- (B) ALTERATIONS: To make no alterations, additions or repairs of any kind to the Residence without prior written approval of the SFHA, including but not limited to the following:
 - 1. Dismantle, change or remove any part of the appliances, fixtures or equipment unless owned by Tenant.
 - 2. Paint any part of the Residence.
 - 3. Install wallpaper or contact paper.
 - 4. Install or alter carpeting, resurface floors or alter woodwork.
 - 5. Install permanently affixed gates, window bars, awnings, shelves or screen doors. Security bars on windows or security gates on doors must conform to the fire code and be of a design compatible with SFHA standards. Security gates on doors must have a lock that can be opened by a SFHA master key.
 - 6. Attach or place any fixtures, signs or fences on the buildings, the common areas or the property.
- (C) CARE IN USE OF FACILITIES: To use only in a reasonable and safe manner all electrical, plumbing, heating, air-conditioning, ventilating, sanitation and other facilities, including elevators.
- (D) CHILD CARE: To disclose to the SFHA if the Residence is being used to provide childcare services for any number of children or children from any source. In such case, the SFHA shall impose an additional security deposit in accordance with Section 7 and shall require Tenant to obtain and maintain insurance.
- (E) COMMUNITY SERVICE: To participate in community service in accordance with the ACOP and Federal law.
- (F) DAMAGE TO RESIDENCE OR HOUSING DEVELOPMENT: To refrain from destroying, defacing, damaging, removing or tampering with any part of the Residence or the Development. To pay reasonable charges for the repair of damages in accordance with Section 6(B), including but not limited to the costs for repairing writing, graffiti or painting on SFHA property. To immediately notify the SFHA of any vandalism or damage to the Residence or the Development. Tenant, Household Members, guests and other persons under their control shall not be permitted on the roof, unless specifically designed for it, and shall not trespass on or illegally enter any SFHA property, including but not limited to vacant units and/or areas under construction.
- (G) DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY: If the Residence is damaged to the extent that conditions exist that are hazardous to life, health or safety of Household Members, Tenant shall notify the SFHA within twenty-four (24) hours of discovery and the SFHA shall repair the Residence within a reasonable time. **If Tenant, Household Members, or guests caused the damage, the reasonable cost of the repairs shall be**

charged to Tenant. The Residence shall be presumed to be in a safe and habitable condition unless and until written notice to the contrary is received by the SFHA. Tenant's failure to report such health, safety or habitability defects in a timely manner shall be considered a material breach of the Lease.

- (H) **EXTERMINATION PROGRAM:** To allow the SFHA to enter the Residence in order to complete fumigation for the control of vermin, roaches or other pests. To prepare and make the Residence available on such date and time as the SFHA requests for fumigation. Failure to comply with this provision shall constitute a material breach of the terms of this Lease.
- (I) **FIRE SAFETY: Storing or keeping any ammunition, explosives, fireworks, flammable or other hazardous materials in or around the Residence or Development is strictly prohibited. No gas powered vehicles or equipment shall be allowed in or around the Residence. No explosives or fireworks of any kind shall be possessed or exploded on or about the Residence or Development. Tenant shall use reasonable precautions to avoid causing a fire, including but not limited to refraining from smoking in bed, failing to control lit materials, or overloading electrical circuits or extension cords.** The SFHA shall terminate this Lease if it determines that any Tenant, Household Member, guest or other person under their control deliberately or negligently caused a fire that resulted in damage to any portion of the Residence or Development. In addition, the SFHA shall assess the costs of repair to the Tenant and shall use all legal remedies to recover such costs.
- (J) **SMOKE DETECTORS:** To maintain in proper working order and test monthly all smoke detectors in the Residence, and to immediately report any malfunctions to the SFHA. Tenant shall not damage, remove, tamper with or otherwise interfere with the normal operation of smoke detectors, sprinklers or other safety devices within the Residence or Development. Tenant shall not remove live batteries and shall replace batteries that are worn out. If the SFHA finds that smoke detectors have been disconnected or have dead batteries, Tenant will receive one (1) warning letter. Additional violations may result in Lease termination.
- (K) **GARBAGE REMOVAL:** To dispose of all garbage, rubbish, and other waste from the Residence in a sanitary and safe manner in the receptacles and trash bins provided by the SFHA. To refrain from littering or leaving trash or debris in and around the Residence or Development. Tenant is responsible for complying with SFHA's recycling program by separating trash into the appropriate bins. Tenant shall be responsible for putting trash bins out for collection and for promptly retrieving the empty bins after pick-up. Bins must be neatly stored and maintained by Tenant.
- (L) **GUESTS:** Not to allow anyone to enter an SFHA building or property unless the person is the Tenant's guest and is known to Tenant. To comply with procedures for signing in/out guests. To notify the SFHA of guests as required by Section 4(D). To require guests to remain in Tenant's control and not to allow guests to loiter on SFHA property.
- (M) **HEALTH AND SAFETY:** To comply with all obligations imposed by applicable building and housing codes materially affecting health and safety. To follow all health and safety notices posted by the SFHA in and around the Development. To keep the Residence and other areas as may be assigned to Tenant for exclusive use in a clean and safe condition.

- (N) HOUSEKEEPING RULES: To abide by the SFHA Housekeeping Rules (See Section 23) and all other rules established by the SFHA for the benefit and well being of the Development and residents of the Development. Such rules, which may change from time to time, shall be posted on the Development property or available at the Development office and are incorporated by reference into this Lease. Failure to comply with such rules shall constitute a material violation of this Lease and grounds for eviction.
- (O) INTERFERENCE WITH JOB RESPONSIBILITIES: To refrain from interfering with the job responsibilities of or in any way threatening SFHA employees, authorized vendors, service personnel or representatives of the SFHA.
- (P) LOCKS AND KEYS: Not to change or add any lock or device on any door or window of the Residence without the prior written consent of the SFHA. To provide the SFHA with keys to such lock or device within 48 hours in the event of such installation. Once installed, an approved lock may not be removed even when the unit is vacated. Not to give Residence door/gate keys, which are the exclusive property of the SFHA, to any other person without the prior written consent of the SFHA. To pay for the entire cost of all key and lock replacement in the event that any door/gate keys to the Residence are lost. To return all keys to the SFHA when the Residence is vacated and to pay for the cost of new locks and keys if all keys are not returned. To close and lock doors when entering or leaving the building or grounds. To use building keys to enter the building and to ensure that Tenant, Household Members or guests do not lock themselves out of the Residence. If the SFHA must assist any Tenant or Household Member in unlocking the Residence, the SFHA shall assess a fee and may require Tenant to hire a professional locksmith.
- (Q) MAINTENANCE: To maintain the grounds immediately surrounding the Residence in good condition, including but not limited to keeping the grounds free of weeds, debris, waste, trash and rubbish. To secure and maintain a garden hose, if appropriate, adequate for the purpose of watering and maintaining the grounds. Upon termination of tenancy and the request of the SFHA, to restore the Residence to the original condition as received excepting normal wear and tear.
- (R) MOTOR VEHICLES: To comply with the following rules concerning motor vehicles.
1. Household Members and guests who drive vehicles onto SFHA property must have a valid driver's license.
 2. All vehicles driven or parked on SFHA property must be insured to the minimum required by California law and have a current registration. Trailers, non-operating motor vehicles and motor vehicles without current registration are not permitted within the Development and shall be towed at the owner's expense.
 3. All vehicles parked on SFHA property must be kept in good running order and must be moved at least every 72 hours or according to signs posted by the SFHA and City and County of San Francisco.
 4. To cooperate with the SFHA by obtaining SFHA-issued parking permits. Only vehicles with currently valid parking permits issued by the SFHA may park in lots located within the Housing Development. If parking spaces are assigned, Household Members shall park only in their assigned space. Vehicles parked by Tenants in violation of Section 14(R) may be subject to immediate tow at Tenant's expense.
 5. Outside of routine maintenance, i.e. flat tires, changing windshield wipers, adding windshield wiper fluid, etc., the Tenant agrees not to repair or service automobiles, motorcycles, other motor vehicles, or any other heavy machinery anywhere on the Development property or on public streets within the Development.

6. Not to drive or park motor vehicles on areas not specifically designated for driving or parking. Absolutely no parking on the lawns or sidewalks.
 7. To remove at Tenant's expense from the Development, any unlicensed, unregistered, uninsured or inoperable motor vehicles or trailers owned by any Household Member or guest. Tenant must remove said vehicle or trailer within three (3) days after notice by the SFHA or other appropriate authority.
 8. All traffic signs including, but not limited to, parking and speed limit signs shall be observed.
- (S) NUISANCE: Not to commit or maintain a nuisance on or about the Residence or the Development. Not to create or permit to exist any condition that results in risk to the health or safety of any person or damage to property.
- (T) QUIET ENJOYMENT: To act in a manner that will not disturb the rights of other residents to the peaceful enjoyment of their accommodations, and will be conducive to maintaining the Development in a decent, safe, and sanitary condition. To refrain from playing musical instruments and electronic devices such as radios, televisions, CD, record and tape players at an unreasonable volume anywhere within the Development at any time, and to refrain from playing at a volume audible outside the Residence. To refrain from creating any noise that is reasonably objectionable to other residents.
- (U) SATELLITE DISHES: Not to install any antennas or satellite dishes without prior written approval of the SFHA. Such installation shall be subject to all the following rules and conditions:
1. Dish must be installed within the exterior boundaries of the Residence, or inside balcony railings or windows.
 2. Dish may not exceed one (1) meter in diameter.
 3. A licensed contractor must securely and properly mount dish in a professional manner.
 4. Installation must not damage unit, unit walls or other facilities.
 5. Tenant shall be responsible for any injury or damage to persons or property caused by the satellite dish. Tenant shall obtain liability insurance against injury or damage and shall pay a deposit in accordance with Section 7(D). Proof of such insurance shall be provided to the SFHA, with SFHA listed as "additional insured" prior to approval of installation and upon each renewal of coverage.
- (V) SIGNS: Not to display on or about the Residence or Development any signs or advertisements of any kind including but not limited to signs for goods or services. This excludes political signs.
- (W) STORAGE OF PERSONAL PROPERTY: Personal property shall not be stored outside the Residence at any time without the prior written approval of the SFHA. The SFHA shall not be responsible for any loss or damage to personal property stored outside the Residence.
- (X) UNSUPERVISED CHILDREN: Tenant shall not leave minor children unsupervised.
- (Y) VARIOUS: Pigeons and other wildlife are not to be fed.
- (Z) SPORTS: No ball playing, roller-skating, bicycling or skateboarding except in designated areas.
- (AA) WATERBEDS: Not to install a waterbed or other bed with liquid filling material without prior written approval of the SFHA. To obtain and maintain liability insurance against property damage and to pay a deposit in accordance with Section 6 of this Lease. [CCP.1940.5]
- (BB) RESTRAINING ORDERS AND/OR STIPULATED AGREEMENTS: Inform property manager of all restraining

orders, emergency protective orders, and/or stay away orders of any kind. Tenant will comply with all such orders until lifted by proper authorities or for the duration of a stipulated agreement, if applicable.

- (CC) MOLD AND MILDEW: Tenant will take positive steps to prevent growth of mold and/or mildew in their apartment, including properly ventilating rooms, cleaning small areas, and reporting growth of mold and/or mildew to the SFHA. The Tenant will fully cooperate with the SFHA in the abatement of mold and/or mildew including moving furniture away from the walls, emptying closets, removing items from cupboards, and other actions to make the affected areas accessible for abatement.
- (DD) CIVIL RIGHTS: Tenants, their family members, and guests will not engage in any activities that could be construed as hate-based incidents, including racial, ethnic, religious, sex, sexual orientation, gender identification, disability, familial status, or age epithets involving any persons on or near SFHA property. This provision also covers any hate-based graffiti caused by Tenants, their family members, and guests on or near SFHA property. Violation of this provision of this Lease is a material violation of the Lease and grounds for eviction.

15. PROHIBITION ON FIREARMS AND OTHER ILLEGAL WEAPONS

- (A) Ownership, possession, transportation or use of any firearm or any illegal weapon in or around the Residence, the Development, or SFHA property is strictly prohibited. Violation of this provision by any Household Member or guest shall be grounds for immediate Lease termination and eviction. The term “firearm” is defined broadly and shall include but not be limited to all pistols, revolvers, other handguns, rifles, shotguns, automatic and semiautomatic guns, and any other instrument that expels a metallic, partly metallic, or other hard projectile, including but not limited to BB guns, air guns and spring action guns. The term “illegal weapon” shall include but not be limited to all blackjacks, nun chucks, metal knuckles, stun guns and knives.
- (B) Possession of ammunition of any kind in or around the Residence, the Development, or SFHA property is strictly prohibited and shall be grounds for immediate Lease termination and eviction.

16. CRIMINAL AND DRUG RELATED ACTIVITIES

- (A) In an effort to make public housing communities safer, the SFHA has implemented a “zero tolerance” policy towards the commission of criminal and drug-related activities. Tenant agrees that the SFHA may terminate this Lease in accordance with Section 18 if any Tenant, Household Member, guest, or other person under Tenant’s control engages in any of the following activities below. As used throughout this Lease, “person under Tenant’s control” shall mean a person other than a guest who enters the Development at the invitation of Tenant or a Household Member or guest. INT. _____
- (B) CRIMINAL ACTIVITY: Tenant shall ensure that no Household Member, guest, or other person under Tenant’s control engages in any criminal activity on or off SFHA owned property including HOPE VI sites under private management. Such criminal activity includes but is not limited to any conduct that threatens the health or safety of any SFHA resident, employee or member of the public who is on or near SFHA property, or that threatens the right of any SFHA resident, guest or neighbor in the immediate vicinity to the peaceful and quiet enjoyment

of their residence. Tenant shall be held responsible for any criminal activity of a Household Member, guest or other person under Tenant's control. The SFHA may terminate this Lease for criminal activity regardless of whether there is an arrest or conviction. Residents who are evicted pursuant to this provision shall be barred from readmission to SFHA Public Housing in accordance with the ACOP in effect on the date the application for readmission is submitted.

- (C) **DRUG-RELATED CRIMINAL ACTIVITY:** The SFHA will comply with all HUD regulated One Strike laws. In accordance with HUD One Strike regulations, Tenant shall ensure no Household Member engages in drug related criminal activities on or off the property. For purposes of this Section, "drug-related criminal activity" shall mean the illegal use, manufacture, sale, possession or distribution of a controlled substance in violation of State or Federal law. The SFHA may terminate this Lease for drug-related criminal activity regardless of whether there is an arrest or conviction. Residents who are evicted pursuant to this Lease provision shall be barred from readmission to SFHA Public Housing in accordance with the ACOP in effect on the date the application for readmission is submitted.
- (D) **USE OF CRIMINAL RECORD:** If the SFHA seeks to terminate the tenancy for criminal activity as shown by a criminal record, the SFHA must notify the household of the proposed action to be based on the information and must provide the subject of the record and the Tenant with a copy of the criminal record before the SFHA grievance hearing or court trial concerning the termination of tenancy or eviction. The Tenant must be given an opportunity to dispute the accuracy and relevance of that record in the grievance hearing or court trial. The SFHA may not pass along to the Tenant the costs of a criminal records check.
- (E) **CIVIL CITATIONS:** Tenants must comply with all provisions of this Lease. The SFHA or its designee reserves the right to issue citations for Lease violations. A Tenant receiving three (3) or more citations in a twelve (12) month period shall be subject to non-renewal of the Lease or eviction, depending on the nature of the violation.
- (F) **ALCOHOL ABUSE:** Tenant shall ensure that no Household Member, guest or other person under Tenant's control engages in any alcohol abuse that affects the health, safety or right to peaceful enjoyment of the premises by other residents, SFHA employees or agents. Consumption of alcoholic beverages in public areas of the Development is strictly prohibited.
- (G) **METHAMPHETAMINE CONVICTION:** The SFHA shall immediately terminate this Lease if it determines that any Household Member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of Federally or publicly assisted housing. Any person convicted of manufacturing or producing methamphetamines on the premises is ineligible to receive public housing assistance. The SFHA shall deny assistance to applicants with such convictions and shall evict any resident who is already receiving assistance.
- (H) **REGISTERED SEX OFFENDER:** The SFHA shall immediately terminate this Lease if it determines that any Household Member has ever been convicted of a sexual criminal offense that is subject to the California Sex Offender Registration Program. Residents who are evicted pursuant to this provision shall be permanently barred from readmission to public housing.

- (I) FUGITIVE FELON OR PAROLE VIOLATOR: The SFHA shall terminate this Lease if it determines that any Household Member is fleeing to avoid prosecution or incarceration for a felony crime or for violating a condition of probation or parole imposed under Local, State or Federal law.
- (J) FRAUDULENT INFORMATION: Tenant and Household Members shall not commit fraud, bribery, or any other corrupt or criminal act in connection with any public housing program. Tenant and Household Members shall not receive any public housing program or housing choice voucher program while receiving another housing subsidy under any other Federal, State or local housing assistance program. The SFHA shall terminate this Lease if it determines that Tenant or any Household Member has submitted fraudulent information or committed fraud to secure or otherwise remain in Public Housing and may do so with a 30-Day Notice to Quit.

17. TERMINATION BY TENANTS

- (A) Tenant may terminate this Lease at any time by giving at least thirty (30) days' written notice to the SFHA. Notice will be deemed given when the SFHA is in receipt of Tenant's written notice. Tenant shall move out promptly and shall leave the Residence in as clean and good a condition as received at the start of occupancy, reasonable wear and tear accepted, and return all keys to the SFHA. All Household Members and other occupants shall completely vacate the Residence within the 30-day period. If Tenant does not give the full notice, Tenant shall be liable for Rent to the end of the notice period or to the date the Residence is re-Rented, whichever comes first.
- (B) Upon Lease termination, eviction by the SFHA, abandonment of the Residence, or transfer of the Household to another dwelling unit, any personal property left at the Residence shall be stored and handled in the manner prescribed by California Civil Code Section 1980 et seq.
- (C) If any Tenant who has signed the Lease ceases to reside at the Residence for any reason the SFHA must be notified and this Lease shall terminate. If an eviction action has not been brought, the SFHA may allow remaining Household Members who are already on the Lease to occupy the Residence provided that a qualified and responsible remaining adult Household Member, or a court appointed guardian or court declared emancipated minor meets all the eligibility and sustainability criteria, enters a new Lease agreement with the SFHA.

18. TERMINATION BY SFHA

- (A) Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease.
- (B) The SFHA may terminate this Lease for violations of material terms of the Lease, such as failure to fulfill the obligations set forth in this Lease or for other good cause. Such serious or repeated violation of terms shall include but not be limited to the following:
 - 1. Failure to pay Rent or other charges when due, or habitual late payment of Rent as defined in Section 5(D).
 - 2. Failure to pay utility bills when Tenant is responsible for paying such bills directly to the utility company.
 - 3. Failure to comply with Tenant obligations described in Section 14.

4. Failure to supply timely and accurate statements of income, assets, expenses and family composition needed to process annual Rent re-examinations or interim re-determinations.
 5. Failure to attend scheduled re-examination interviews or to cooperate in the verification process if the Tenant has chosen to pay Rent based on a percentage of income.
 6. Serious or repeated damage to the Residence, nuisance, creation of physical hazards in the Residence, common areas, grounds or parking areas of any Development.
 7. Criminal activity or alcohol abuse as provided in Section 16.
 8. Failure to perform community service as required by Federal law or participate in an economic self-sufficiency program. This constitutes grounds for non-renewal of the Lease and termination of tenancy.
 9. Failure to allow inspection of the dwelling unit.
 10. Determination that a family member has knowingly permitted an ineligible non-citizen not listed on the Lease to permanently reside in their public housing unit.
 11. Failure to comply with a court order or written statement.
 12. Fraud.
 13. Failure to accept the SFHA's offer of a Lease revision to an existing Lease that is on a form adopted by the SFHA with written notice of the offer of the revision at least sixty (60) calendar days before the Lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family.
- (C) The SFHA shall give Tenant written notice of termination of the Lease, stating the grounds for the termination, and informing Tenant of the right to make such reply as Tenant may wish. The notice shall also inform Tenant of the right to examine SFHA documents directly relevant to the Lease termination, and the right to request a grievance hearing, if applicable. The length of the notice shall be as follows:
1. Fourteen (14) days in the case of failure to pay Rent.
 2. Three (3) days when the health or safety of other residents, SFHA employees or contractors, or neighbors residing in the immediate vicinity of the premises are threatened; or if any Household has a dog in violation of the Lease; or if any Household Member has engaged in any criminal or drug-related activity as described in Section 16; or if any Household Member has been convicted of a felony; or if any Household Member has committed fraud.
 3. Thirty (30) days in any other case or such period as allowed by State or local law.
- (D) In deciding to evict for criminal activity as described in Section 16, the SFHA shall have sole discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of Household Members, and the effect the eviction would have on Household Members who did not engage in the prohibited activity. The SFHA may, in its sole discretion, permit continued occupancy by non-offending Household Members provided they agree that the offending Household Member shall not reside at or visit the Residence and shall not be invited or allowed upon the Development. The SFHA has a "zero tolerance" policy for illegal drug activity and may, in its sole discretion, require a Household Member who engaged in the illegal use of drugs to present credible evidence of successful completion of a satisfactory

treatment program as a condition of being allowed to reside at the Residence. This is not intended to be an exhaustive list and the SFHA reserves its right to impose other conditions, terms and stipulations.

- (E) When the SFHA evicts a Tenant from a Residence for criminal activity, the SFHA shall notify the local post office serving that Residence that such individual or family is no longer residing in the unit so that the post office will stop mail delivery for such persons and they will have no reason to return to the unit.
- (F) The unintended receipt of money by the SFHA from Tenant or Household Members after notice of termination of Lease shall neither reinstate the Lease nor affect the notice. By depositing said payments, the SFHA shall not be deemed to have waived its right to terminate the Lease or to prosecute and maintain an action to evict Tenants.
- (G) Any notice to vacate or quit that is required by State or local law may be combined with, or run concurrently, with the notice of Lease termination under this Section. The notice to vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant. In case of litigation, each party agrees to be responsible for their own attorney's fees unless otherwise stipulated to by the parties **or provided by law.**
- (H) When the SFHA is required to offer Tenant the opportunity for a grievance hearing concerning the Lease termination under the SFHA's grievance procedure, the tenancy shall not terminate (even if the Notice to Vacate under the State or Local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.
- (I) When the SFHA is not required to offer Tenant the opportunity for a hearing under the grievance procedure and the SFHA has decided to exclude such a grievance from SFHA grievance procedure, the notice of Lease termination shall:
 - 1. State that Tenant is not entitled to a grievance hearing on the termination.
 - 2. Specify the judicial eviction procedure to be used by the SFHA for eviction and state that HUD has determined that this eviction procedure provides opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations.
 - 3. State whether the eviction is for criminal activity as defined in Section 16.

19. ABANDONMENT

- (A) If Tenant is absent from the Residence for fourteen (14) consecutive days without giving notice and while in default of Rent, the SFHA shall proceed with establishing that Tenant has abandoned the unit according to State law. The SFHA may then repossess the unit and dispose of Tenant's personal property pursuant to State law.
- (B) The SFHA reserves the right to terminate this Lease in accordance with Section 18 if Tenant is absent from the Residence for more than sixty (60) consecutive days without providing advance written notice to the SFHA. Under no circumstances will this Lease continue if Tenant has been absent for more than six (6) months. These measures are in place for security and maintenance reasons. The SFHA will take into consideration travel and medical needs as long as the Rent remains paid and the unit is well kept.

20. NOTICES

- (A) Notices to Tenant shall be in writing and delivered to any adult Household Member, or sent by first-class mail properly addressed to Tenant.
- (B) Notices to the SFHA shall be in writing and delivered to the property office or the SFHA main office, or sent by first-class mail properly addressed and with sufficient postage.
- (C) Notice shall be defined as written correspondence between the SFHA and Tenants.
- (D) If the Tenant is visually impaired, all notices will be made in an accessible format.
- (E) The notice of proposed adverse action shall inform the Tenant of the right to request a grievance hearing. In the case of a Lease termination, a notice of Lease termination in accordance with Section 18(C) of the Lease shall constitute adequate notice of proposed adverse action.

21. GRIEVANCE PROCEDURE

- (A) If the SFHA seeks to terminate the Lease or takes some other adverse action against the Household, Tenant may, in some instances, be entitled to request a grievance hearing to contest the action. Tenant may also be entitled, in some instances, to a hearing to resolve other disputes or grievances with the SFHA.
- (B) The SFHA's Grievance Procedures set forth the matters that can be the subject of a grievance hearing as well as the process for requesting a hearing and the procedures to be followed during the hearing. Upon request, the SFHA will furnish the Grievance Procedures. The SFHA Grievance Procedures are incorporated by reference.
- (C) In the case of a proposed adverse action other than a proposed Lease termination, the SFHA shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

22. PROVISIONS FOR MODIFICATION

- (A) This Lease, together with any attachments and all documents incorporated by reference, constitutes the entire agreement between the parties. Neither the SFHA nor any of its employees has made any representations other than those contained in this Lease.
- (B) Any changes to this Lease shall only be made in writing, dated and signed by both Tenant and the SFHA, except for Rent changes as provided in Section 9. Failure by a Tenant to accept a Lease revision is grounds for termination of tenancy.
- (C) Documents incorporated into this Lease, such as the Maintenance Charge List, Schedule of Utility Allowances, Grievance Procedures, Pet Policy, ACOP, transfer and Rent policies, and any building or development rules or other regulations, may be changed from time to time by the SFHA. The SFHA shall give thirty (30) days' notice prior to the effective date of any amendments to these documents, setting forth the proposed changes and providing residents with an opportunity to make written comments. The SFHA shall consider resident comments before the proposed changes become effective.

23. HOUSEKEEPING STANDARDS

In an effort to improve the livability and conditions of the apartments owned and managed by the SFHA, uniform standards for resident housekeeping have been developed for all Tenant families.

(A) SFHA Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. The SFHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the SFHA will notify Tenant in writing if he or she fails to comply with the standards. The SFHA will advise Tenant of the specific correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period of time, the SFHA will schedule a second inspection. Failure of a second inspection will constitute a violation of the Lease terms. Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.

(B) Tenant Responsibility: Tenant shall abide by the standards set forth below. Failure to abide by the Housekeeping Standards is a material violation of this Lease and grounds for eviction.

(C) General Housekeeping Standards Inside the Apartment

1. Walls and ceilings shall be clean and free of dirt, grease, holes, cobwebs, and fingerprints.
2. Floors shall be clean, clear, dry, and free of hazards.
3. Windows shall be clean and not nailed shut.
4. All window coverings such as drapes, shades, or blinds shall be clean and intact.
5. Exterior and interior window ledges shall be clean and free of all objects.
6. Doors shall be clean and free of grease, dirt, holes, and fingerprints. Doorstops shall be present.
7. Heating units shall be dusted and kept clear of any clutter or furniture within three (3) feet.
8. Trash shall be disposed of properly and not left in unit.
9. Entire unit shall be free of clutter and debris. Hallways through the unit shall be unobstructed.
10. Entire unit shall be free of rodent and insect infestation.
11. Entire unit shall be free of mold and mildew.
12. Nothing shall be stored in the area of the hot water heating system.

(D) Housekeeping Standards Inside the Kitchen

1. Stove shall be clean and free of food and grease.
2. Refrigerator shall be clean. Freezer door shall close properly and freezer have no more than one inch of ice. Freezer shall not be over-packed so that sufficient room is allowed for air circulation.
3. Cabinets shall be clean and neat. Cabinets shall not be overloaded. Storage under the sink shall be limited to small lightweight items to permit access for repairs.
4. Cabinet surfaces, food storage areas and counter tops shall be neat and free of grease and spilled food.
5. Exhaust fan shall be free of grease and rust.
6. Sink shall be clean, free of grease and garbage. Dirty dishes shall be washed and put away in a timely manner.
7. Trash shall be separated for recycling and stored in a covered container until removed to the disposal area.

(E) Housekeeping Standards Inside the Bathroom

1. Toilet and tank shall be clean and odor free.
2. Tub and shower shall be clean and free of mildew and mold.
3. Basin shall be clean.
4. Exhaust fans shall be free of rust and dust.
5. Floors shall be clean and dry.

(F) Housekeeping Standards in Storage Areas

1. All closets shall be neat and clean.
2. Other storage areas shall be clean, neat and free of hazards.

(G) Housekeeping Standards Outside the Residence

1. All yards, balconies, porches, and patio areas designated for the exclusive use of Tenant shall be free of debris, trash and clutter.
2. Entryways, sidewalks, halls, paths, stairways and other common areas shall be clean and free of hazards.
3. Exterior and interior walls and fences shall be free of graffiti.
4. No items, including but not limited to rugs and clothing, shall be shaken, cleaned or hung on of from windows, balconies or fences.
5. Common laundry areas shall be clean and neat, and lint shall be removed from dryers after use.
6. Utility rooms shall be free of debris, motor vehicle parts, and flammable materials.

23. HOLD HARMLESS

Tenant agrees to hold the SFHA harmless for claims for injury or property damage resulting from circumstances beyond the control of the SFHA.

24. INSURANCE

The SFHA is not responsible for loss or damage to personal property in or around the residence. Tenants are strongly encouraged to obtain Renter's insurance at their own expense to protect their property against loss or damage due to fire, flood, theft, vandalism, or other casualty. The SFHA's liability for loss, damage or personal injury is limited to that imposed by law.

25. MEGAN'S LAW

The California Department of Justice, sheriff's department, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the location of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" service.

26. MISCELLANEOUS

- (A) Each and every term in this Lease shall be considered material.
- (B) If any provision of this Lease is found to be void, unenforceable or illegal, then the remaining provisions shall remain in effect.
- (C) Tenant warrants that all statements and representations Tenant made in the application for SFHA housing are truthful. Tenant agrees that knowingly false statements or misrepresentations made in the application or during the Rent review process (see Section 9B) shall constitute grounds for eviction.
- (D) In any legal action to enforce any provision of this Lease, each party shall bear its own attorney's fees.
- (E) The SFHA's failure to insist in any one or more instance upon the strict observance of the terms of the Lease shall not be considered a waiver of the SFHA's right thereafter to enforce the provisions of the Lease. The SFHA shall not waive its rights to enforce the Lease provisions unless it does so in writing, signed by an authorized agent of the SFHA.
- (F) The acceptance of Rent by the SFHA with knowledge of any violations of this Lease shall not operate as a waiver of the violations.

27. SIGNATURES

BY SIGNING THIS LEASE, EACH TENANT CERTIFIES THAT:

- 1. Tenant has read, or has had this Lease explained or read to him or her, and that Tenant understands the Lease;
- 2. That all of the information that Tenant gave to the SFHA is true and correct; and
- 3. That Tenant shall occupy the Residence as Tenant's sole residence as of the Effective Date (see Section 1).

Executed on the _____ day of _____, 20_____.

TENANT(S) SIGNATURES:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____

SAN FRANCISCO HOUSING AUTHORITY:

By: _____

Print Name: _____

SAN FRANCISCO HOUSING AUTHORITY

PROPOSED LOW-RENT UTILITY ALLOWANCES

Chart 1

A monthly average cost of the summer and winter adjustments were used for the electric costs and rounded up to the nearest dollar.

Holly Courts CA001001

Building Type: Row

Utility Type	0BR	1BR	2BR	3BR	4BR	5BR	6BR
Electric		\$31.00	\$47.00	\$38.00			
Natural Gas		\$35.00	\$52.00	\$70.00			
Totals		\$66.00	\$99.00	\$108.00			

Westbrook Apts CA001009

Building Type: Row

Utility Type	0BR	1BR	2BR	3BR	4BR	5BR	6BR
Electric		\$33.00	\$47.00	\$47.00	\$58.00	\$45.00	
Natural Gas		\$43.00	\$54.00	\$43.00	\$89.00	\$100.00	
Water/Sewer		\$23.00	\$23.00	\$40.00	\$56.00	\$73.00	
Totals		\$99.00	\$124.00	\$130.00	\$203.00	\$218.00	

Hunter's Point A CA001017A

Building Type: Row

Utility Type	0BR	1BR	2BR	3BR	4BR	5BR	6BR
Electric		\$33.00	\$59.00	\$47.00	\$60.00	\$48.00	\$59.00
Natural Gas		\$18.00	\$50.00	\$68.00	\$100.00	\$109.00	\$135.00
Water/Sewer		\$23.00	\$23.00	\$40.00	\$56.00	\$73.00	\$89.00
Totals		\$74.00	\$132.00	\$155.00	\$216.00	\$230.00	\$283.00

Hunter's View CA00101803

Building Type: Row

Utility Type	0BR	1BR	2BR	3BR	4BR	5BR	6BR
Electric		\$33.00	\$49.00	\$47.00	\$52.00	\$46.00	
Natural Gas		\$45.00	\$48.00	\$54.00	\$54.00	\$70.00	
Water/Sewer		\$23.00	\$23.00	\$40.00	\$56.00	\$73.00	
Totals		\$101.00	\$120.00	\$141.00	\$162.00	\$189.00	

PROPOSED LOW-RENT UTILITY ALLOWANCES

Great Highway CA001035

Building Type: Semi-Detached

Utility Type	0BR	1BR	2BR	3BR	4BR	5BR	6BR
Electric			\$60.00	\$71.00			
Natural Gas			\$52.00	\$23.00			
Water/Sewer			\$23.00	\$40.00			
Totals			\$135.00	\$134.00			

939/951 Eddy St CA001039

Building Type: High Rise

Utility Type	0BR	1BR	2BR	3BR	4BR	5BR	6BR
Electric	\$32.00	\$33.00	\$54.00	\$54.00			

HOPE VI Developments

Hayes Valley (N & S) CA00101807

Building Type: Row

Utility Type	0BR	1BR	2BR	3BR	4BR	5BR	6BR
Electric		\$103.00	\$132.00	\$189.00	\$204.00		
Water/Sewer		\$23.00	\$23.00	\$40.00	\$56.00		
Totals		\$126.00	\$155.00	\$229.00	\$260.00		

Bernal Dwellings CA001005

Building Type: Row

Utility Type	0BR	1BR	2BR	3BR	4BR	5BR	6BR
Electric		\$37.00	\$58.00	\$67.00	\$77.00		
Natural Gas		\$50.00	\$59.00	\$41.00	\$70.00		
Water/Sewer		\$23.00	\$23.00	\$40.00	\$56.00		
Totals		\$110.00	\$140.00	\$148.00	\$203.00		

Plaza East CA00101802

Building Type: Row

Utility Type	0BR	1BR	2BR	3BR	4BR	5BR	6BR
Electric		\$89.00	\$106.00	\$123.00	\$156.00		

SAN FRANCISCO HOUSING AUTHORITY

PROPOSED LOW-RENT CONSUMPTION ALLOWANCES (Based on Customized Building Type Models)

Chart 2

These consumption allowances can be used to determine excess utility charges for residents that exceed these amounts.

430 Turk St CA001041		Check-Metered Only				Building Type: High Rise	
Utility Type	0BR	1BR	2BR	3BR	4BR	5BR	6BR
Electric (kwhs)	259	305	366				

Robert B Pitts Apts CA001043		Check-Metered Only				Building Type: Row	
Utility Type	0BR	1BR	2BR	3BR	4BR	5BR	6BR
Electric (kwhs)			422	401	548		
Natural Gas (therms)			24	25	22		

**SAN FRANCISCO HOUSING AUTHORITY
COMPARISON OF OLD AND PROPOSED
UTILITY ALLOWANCES**

Chart 3

Development	Bedroom Size	Old Allowance	Proposed* Allowance	Difference	
				Amount	Percent
Holly Courts CA001001					
	1	\$37.00	\$66.00	\$29.00	78%
	2	\$51.00	\$99.00	\$48.00	94%
	3	\$67.00	\$108.00	\$41.00	61%
Westbrook Apts CA001009					
	1	\$67.00	\$99.00	\$42.00	74%
	2	\$85.00	\$124.00	\$39.00	46%
	3	\$111.00	\$130.00	\$19.00	17%
	4	\$136.00	\$203.00	\$67.00	49%
	5	\$158.00	\$218.00	\$60.00	38%
Hunter's Point A CA001017A					
	1	\$67.00	\$74.00	\$17.00	30%
	2	\$85.00	\$132.00	\$47.00	55%
	3	\$111.00	\$155.00	\$44.00	40%
	4	\$136.00	\$216.00	\$80.00	59%
	5	\$158.00	\$230.00	\$72.00	46%
	6	\$212.00	\$283.00	\$71.00	33%
Hunter's View CA00101803					
	1	\$67.00	\$101.00	\$44.00	77%
	2	\$85.00	\$120.00	\$35.00	41%
	3	\$111.00	\$141.00	\$30.00	27%
	4	\$136.00	\$162.00	\$26.00	19%
	5	\$158.00	\$189.00	\$31.00	20%
Great Highway CA001035					
	2	\$93.00	\$135.00	\$42.00	45%
	3	\$120.00	\$134.00	\$14.00	12%

Utility Allowance Comparison

939/951 Eddy St CA001039					
	0	\$32.00	\$32.00	\$0.00	0%
	1	\$32.00	\$33.00	\$1.00	3%
	2	\$95.00	\$54.00	-\$41.00	-43%
	3	\$95.00	\$54.00	-\$41.00	-43%
Hayes Valley (N & S) CA00101807					
	1	\$56.00	\$126.00	\$70.00	125%
	2	\$76.00	\$155.00	\$79.00	104%
	3	\$95.00	\$229.00	\$134.00	141%
	4	\$117.00	\$260.00	\$143.00	122%
Bernal Dwellings CA001005					
	1	\$82.00	\$110.00	\$28.00	34%
	2	\$91.00	\$140.00	\$49.00	54%
	3	\$130.00	\$148.00	\$18.00	14%
	4	\$161.00	\$203.00	\$42.00	26%
Plaza East CA00101802					
	1	\$39.00	\$89.00	\$50.00	128%
	2	\$54.00	\$106.00	\$52.00	96%
	3	\$69.00	\$123.00	\$54.00	78%
	4	\$84.00	\$156.00	\$72.00	86%

Statement of Progress in Meeting 5-Year Plan Mission and Goals San Francisco Housing Authority --- Fiscal Years 2005-2009

Goal: Expand the supply of assisted housing.

The North Beach HOPE VI site is completed and fully occupied. It is a multi-use, multi-income, tax-credit property comprised of public housing, Section 8 and Mayor's Office of Housing affordable units. Additionally, it is the first public/private property that has a retail component (Trader Joe's, a national food store chain). The fifth and final HOPE VI site, Valencia Gardens, is under construction and will be ready for occupancy in 2006.

Construction of the 85-unit Eugene Coleman House, a financial partnership between the City and County of San Francisco, a non-profit housing developer and the Authority, will be completed in 2005.

Goal: Improve the quality of assisted housing.

Through the Capital Fund and the Force Account Programs the SFHA has replaced roofs, boilers, added intercom systems, security cameras, painted units, and replaced windows throughout the fiscal year. The Authority has collaborated with the Mayor's Office of Community Development and the private sector to add playground/community space at some of its family developments. The SFHA continues to implement management improvements in order to raise PHAS and SEMAP scores.

Goal: Increase assisted housing choices.

The SFHA has an ongoing landlord retention and recruitment program. The SFHA continues to achieve a 100% utilization of all Housing Choice Vouchers. The SFHA in partnership with a faith-based community partner will provide the land for the building of affordable homes for first-time homebuyers. At its North Beach and Valencia Gardens HOPE VI sites, the SFHA will replace all existing public housing units and build an additional 256 units on the two sites. The Section 8 Program is finalizing plans for its homeownership program.

Goal: Provide an improved living environment.

At all five of its HOPE VI sites, there is or will be low-income public housing and housing for working families at tax credit units. The ongoing formal partnership between the Housing Authority and the San Francisco Police Department has reduced reported crime in the family developments in the southeastern sector of San Francisco. SFHA staff members regularly meet with law enforcement entities and community organizations in order to improve public safety. The Housing Authority also provides private security patrols at a number of its family developments. The SFHA has installed video cameras --- and will add more --- at some of its senior developments in order to prevent criminal activity.

Goal: Promote self-sufficiency and asset development of assisted households.

Starting in 2001, the SFHA began implementing a 25% resident hiring policy in addition to Section 3 goals for applicable construction and non-construction contracts. The SFHA has added three onsite "family learning centers" in addition to its existing six centers; residents can learn and/or upgrade their job skills by learning various computer software programs. The SFHA participates in the San Francisco Unified School District's anti-truancy initiatives.

Goal: Ensure equal opportunity and affirmatively further fair housing.

The SFHA has established an Office of Fair Housing to respond to residents and applicants. This office investigates possible discrimination-based incidents and implements procedures for addressing allegations of incidents with a perceived or actual discriminatory dimension. The SFHA provides Fair Housing information in the following languages: English, Russian, Chinese, Vietnamese and Spanish. As funding is available, the SFHA performs modernization work that makes identified public housing units accessible for persons with limited mobility issues. Periodically, the SFHA trains and provides Fair Housing information to its employees.

San Francisco Housing Authority

Section 8 Housing Department

Administrative Plan for the Section 8 Voucher Program



Draft 2005

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SECTION 8 ADMINISTRATIVE PLAN

1.0 EQUAL OPPORTUNITY

1.1 FAIR HOUSING

It is the policy of the San Francisco Housing Authority (SFHA) to comply fully with all Federal, State, and local nondiscrimination laws; the Americans With Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the ground of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the SFHA housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, the SFHA will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the SFHA office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The SFHA will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. The SFHA will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

1.2 REASONABLE ACCOMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the SFHA housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the SFHA will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the SFHA will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

1.3 COMMUNICATION

Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the participant will include information about requesting a reasonable accommodation.

1.4 QUESTIONS TO ASK IN GRANTING THE ACOMMODATION

- A. Is the requestor a person with disabilities? For this purpose the definition of disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the SFHA will obtain verification that the person is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the SFHA will obtain documentation that the requested accommodation is needed due to the disability. SFHA will not inquire as to the nature of the disability.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
1. Would the accommodation constitute a fundamental alteration? The SFHA's business is housing. If the request would alter the fundamental business that the SFHA conducts, that would not be reasonable. For instance, the SFHA would deny a request to have the SFHA do grocery shopping for the person with disabilities.
 2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the SFHA may request a meeting with the individual to investigate and consider equally effective alternatives.

Generally the individual knows best what they need; however, the SFHA retains the right to be shown how the requested accommodation enables the individual to access or use the SFHA's programs or services.

If more than one accommodation is equally effective in providing access to the SFHA's programs and services, the SFHA retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests will be borne by the SFHA if there is no one else willing to pay for the modifications. If another party pays for the modification, the SFHA will seek to have the same entity pay for any restoration costs.

If the participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property owner/manager. The Housing Authority does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible.

Any request for an accommodation that would enable a participant to materially violate approved administrative procedures or family obligations will not be approved.

1.5 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS

The SFHA will endeavor to have bilingual staff or access to people who speak languages other than English to assist non-English speaking families. The following languages will be accommodated:

- Spanish
- Chinese
- Samoan
- Russian
- Vietnamese

1.6 FAMILY/OWNER OUTREACH

The SFHA will publicize the availability and nature of the Section 8 Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, newspaper serving other ethnic populations including non-English publications and by other suitable means.

To reach persons, who cannot or do not read newspapers, the SFHA will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The SFHA will also try to utilize public service announcements.

The SFHA will communicate the status of program availability to other service providers in the community and advise them of housing eligibility factors and guidelines so that they can make proper referral of their clients to the program.

The SFHA will hold briefings for owners who participate in or who are seeking information about the Section 8 Program. The briefing is intended to:

- A. Explain how the program works;
- B. Explain how the program benefits owners;
- C. Explain owners' responsibilities under the program. Emphasis is placed on quality screening and ways the SFHA helps owners do better screening; and
- D. Provide an opportunity for owners to ask questions, obtain written materials, and meet SFHA staff.

The SFHA will particularly encourage owners of suitable units located outside of low-income or minority concentration to attend. Targeted mailing lists will be developed and announcements mailed.

1.7 RIGHT TO PRIVACY

All adult members of both applicant and participant households are required to sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice*. The *Authorization for Release of Information and Privacy Act Notice* states how family information will be released and includes the *Federal Privacy Act Statement*.

Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant.

In accordance with State and Federal Constitutional protections, the SFHA will respect the privacy of information relating to applicants, participants, and tenants in SFHA programs. Accordingly, personal information is deemed private and confidential and will be released only by authorization of the SFHA Director and written consent of the affected party or by court subpoena.

It is important to note that the privacy policy is applicable to the release of participant information and not the gathering and use of information necessary to ensure eligibility and compliance with program regulations. Except, as required by federal regulations, solicited by the SFHA unless directly attributed to carrying out the responsibilities of the agency.

1.8 REQUIRED POSTINGS

The SFHA will post in each of its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. The Section 8 Administrative Plan
- B. Notice of the status of the waiting list (opened or closed)
- C. Address of all SFHA offices, office hours, telephone numbers, TDD numbers, and hours of operation
- D. Income Limits for Admission
- E. Informal Review and Informal Hearing Procedures
- F. Fair Housing Poster
- G. Equal Opportunity in Employment Poster

1.9 *Conducting Business In Accordance With Professional Values And Ethical Standards*

All employees of the SFHA Section 8 Leased Housing Division shall conduct business with professional values and ethical standards as outlined in the SFHA Personnel Policy and adhere to the following code of conduct:

1. Comply with conflict of interest requirements of the Housing Choice Voucher Program pursuant to 24 CFR 982.161; and
2. Prohibit the solicitation or acceptance of gifts or gratuities in excess of a nominal value by any officer or employee of the SFHA; and
3. All employees of the SFHA are prohibited from participating in the Section 8 Housing Choice Voucher Program as a landlord.

2.0 SFHA /OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY

This Section outlines the responsibilities and obligations of the SFHA, the Section 8 Owners/Landlords, and the participating families.

2.1 SFHA RESPONSIBILITIES

- A. The SFHA will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the SFHA Section 8 Administrative Plan.
- B. In administering the program, the SFHA must:
 - 1. Publish and disseminate information about the availability and nature of housing assistance under the program;
 - 2. Explain the program to owners and families;
 - 3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
 - 4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
 - 5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
 - 6. Make efforts to help disabled persons find satisfactory housing;
 - 7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
 - 8. Determine who can live in the assisted unit at admission and during the family's participation in the program;
 - 9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
 - 10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
 - 11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;

12. Determine the amount of the housing assistance payment for a family;
13. Determine the maximum rent to the owner and whether the rent is reasonable;
14. Make timely housing assistance payments to an owner in accordance with the HAP contract;
15. Examine family income, size, composition at admission, and annually during the family's participation in the program. The examination includes verification of income and other family information;
16. Establish and adjust SFHA utility allowance;
17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the SFHA, if the owner defaults (e.g., HQS violation);
18. Determine whether to terminate assistance to a participant family for violation of family obligations;
19. Conduct informal reviews of certain SFHA decisions concerning applicants for participation in the program;
20. Conduct informal hearings on certain SFHA decisions concerning participant families;
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
22. Administer an FSS program.

2.2 OWNER RESPONSIBILITY

- A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.
- B. The owner is responsible for:
 1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
 2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.

3. Complying with equal opportunity requirements.
 4. Preparing and furnishing to the SFHA information required under the HAP contract.
 5. Collecting from the family:
 - a. Any security deposit required under the lease.
 - b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment.
 - c. Any charges for unit damage by the family.
 6. Enforcing tenant obligations under the lease.
 7. Paying for utilities and services (unless paid by the family under the lease.)
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.

2.3 OBLIGATIONS OF THE PARTICIPANT

This Section states the obligations of a participant family under the program.

- A. Supplying required information.
 1. The family must supply any information that the SFHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.
 2. The family must supply any information requested by the SFHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
 3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
 4. Any information supplied by the family must be true and complete.
- B. HQS breach caused by the Family

The family is responsible for any HQS breach caused by the family or its guests.

C. Allowing SFHA Inspection

The family must allow the SFHA to inspect the unit at reasonable times and after at least 24 hours notice.

The family must grant the owner access to the unit, with reasonable notice (24 Hours), to complete repairs to the unit for which the owner is required by the SFHA to repair. Failure to give the owner timely access to the unit may result in termination of the family subsidy.

D. Violation of Lease

The family may not commit any serious or repeated violation of the lease.

E. Family Notice of Move or Lease Termination

The family must provide the owner at least 30 day's notice in writing, with copy to SFHA before the family moves out.

F. Owner Eviction Notice

The family must promptly give the SFHA a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
2. Prior to the SFHA approval of the composition of the assisted family residing in the unit, the owner must first authorize the addition of any household member. The SFHA will send the owner the appropriate form for the owner to sign. The SFHA must approve the composition of the assisted family residing in the unit. The family must promptly inform the SFHA of the birth, adoption or court-awarded custody of a child. The family must request approval from the SFHA to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).
3. The family must promptly notify the SFHA if any family member no longer resides in the unit.

4. If the SFHA has given approval, a foster child/foster adult or a live-in aide may reside in the unit.
5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.
6. The family must not sublease the unit.
7. The family must not assign the lease or transfer the unit.

H. Absence from the Unit

The family must supply any information or certification requested by the SFHA to verify that the family is living in the unit, or relating to family absence from the unit, including any SFHA requested information or certification on the purposes of family absences. The family must cooperate with the SFHA for this purpose. The family must promptly notify the SFHA of its absence from the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from the SFHA for absences exceeding 30 days. The SFHA will make a determination within 5 business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)
3. Other absences that are deemed necessary by the SFHA

I. Interest in the Unit

The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space [and Homeownership Program](#)).

J. Fraud and Other Program Violation

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.

K. Crime by Family Members

The members of the family may not engage in drug-related criminal activity or other violent criminal activity.

L. Other Housing Assistance

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

3.0 ELIGIBILITY FOR ADMISSION

3.1 INTRODUCTION

There are five eligibility requirements for admission to Section 8 -- qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the SFHA screening criteria in order to be admitted to the Section 8 Program.

3.2 ELIGIBILITY CRITERIA

A. Family status.

1. A family with or without children. Such a family is defined as a group of people related by blood, marriage, domestic partner or adoption that has demonstrated a stable family relationship.
 - a. Children temporarily absent from the home due to placement in foster care and college students are considered family members.
 - b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.
2. An elderly family, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
 - b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides
3. A near-elderly family, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
 - b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or

- c. 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.
4. A disabled family, which is:
 - a. A family whose head, spouse, or sole member is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.
5. A displaced family is a family in which each member, or whose sole member, has been displaced by governmental action, or 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.
6. A remaining member of a tenant family.
7. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

B. Income eligibility

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program, be a low-income family that is:
 - a. A very low-income family;
 - b. A low-income family continuously assisted under the 1937 Housing Act;
 - c. A low-income family that meets additional eligibility criteria specified by the Housing Authority;
 - d. A low-income family that is a nonpurchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;
 - e. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.

- f. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project.
2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.
3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.
4. Families who are moving into the SFHA's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority, must meet the income limit for the area where they were initially assisted under the program.
5. Families who are moving into the SFHA's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for SFHA program.
6. Income limit restrictions do not apply to families transferring units within the SFHA Section 8 Program.
7. Unit transfers
A participant may move to a new unit if one of the following events occurs:
 - The assisted lease for the old unit has terminated because the SFHA has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family. The family must submit a completed "Mutual Agreement Termination" form
 - The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated)
 - The family has given proper notice of lease termination to the owner and SFHA.

For voluntary moves by the family, the family must notify the

SFHA, in writing, of their desire to move. The SFHA will issue a new voucher and other supporting documents. If the family does not locate a new unit or decides not to move, they must obtain the permission of the owner to remain in their current unit and notify the SFHA. If a new unit is located and a new lease and HAP contract executed, the annual recertification date will be changed to coincide with the new lease date.

8. Adding members to a participating family

Family members will be added to the assisted household as follows:

1. Birth, adoption or court-ordered custody

The family must notify the SFHA, in writing, of the birth, adoption or court-ordered custody of all minor children to the assisted household. This written notice must be submitted within 14 days of the event and include appropriate documentation.

Documentation may include birth certificates, hospital records, adoption papers or court documents. It is the responsibility of the participant family to notify the owner of the changes. The SFHA shall send the owner a Request to Approve the additional household member prior to approving the addition of any household member.

Other additions

The family must request, in writing, and receive permission from the SFHA to add any other persons to the assisted household prior to the occupancy of those persons. The SFHA shall check the added family member's criminal background if they are an adult. In determining whether to approve the addition of the persons, the SFHA will consider:

1. The willingness of the current owner to accept the additional person(s);
2. Whether the person(s) meets the definition of family in this Admin Plan;
3. Whether the SFHA has appropriate grounds to deny assistance under 24 CFR 982.552 (b) to the person(s)(see Part A, Sec II under *Procedures for removing names from the waiting list*);
4. If a larger bedroom size unit is needed as a result of the addition, if funding is available to support the cost of the larger unit;
5. The relative need for housing of the person(s) proposed for addition;

6. Whether the person owes the SFHA money from a prior tenancy.
7. Whether the person has legal immigration status.
8. For minor children (other than children related by birth or adoption to the head-of-household or spouse), information that those children cannot be adequately housed elsewhere and placement of the children in the household has been acknowledged by a social welfare agency.

The SFHA may deny the request if a primary reason for the addition is to preserve the current bedroom size or to allow a family or individual to circumvent the requirements of the current waiting list or application process.

1. Visitors

Any adult not included on the lease agreement who has been in the unit more than fifteen (15) consecutive days with HA approval will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of any other address will be considered verification that the visitor is a family member.

Statements from neighbors and/or landlord will be considered in the making the determination.

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and the HA will terminate assistance since prior approval was not requested for the addition.

- C. Citizenship/Eligible Immigrant status

On June 19, 1995, HUD implemented Section 214 of the Housing and Community Development Act of 1980. This regulation required that Housing Authorities only provide housing assistance to citizens or eligible non-citizens. Ineligible non-citizens were to be denied admission to housing assistance programs or faced possible termination from housing assistance participation within three years.

On February 27, 1997, pursuant to its rights under the law, the SFHA opted out of the requirements of Section 214 of the Housing and Community Development Act of 1980 and no longer required families to certify their immigration status as a prerequisite to receiving housing assistance or continuing to receive housing assistance.

On October 21, 1998, Congress passed the Quality Housing and Work Responsibility Act (QHWRA) of 1998. This Act rescinded the SFHA's right to opt out of the certification requirements of Section 214. All Housing Authorities must now implement the requirements of Section 214 and verify the immigration status of all applicants and participants of subsidized housing programs.

Below are the proposed procedures of implementation to be used within the Leased Housing Division of the San Francisco Housing Authority (SFHA) to comply with the QHWRA of 1998.

The SFHA will administer the restrictions on the use of assisted housing by non-citizens with ineligible immigration status imposed by this rule in conformity with the Federal nondiscrimination requirements of, including, but not limited to the following:

- Title VI of the Civil Rights ACT of 1964(42 U.S.C. 2000d-2000d5) and the implementing regulations in 24 CFR Part 1;
- Section 504 of the Rehabilitation Act of 1973(29 U.S.C. 794) and the implementing regulations in 24 CFR Part 8;
- The Fair Housing Act(42 U.S.C. 3601-3619) and the implementing regulations in 24CFR Part 100; and
- Any other civil rights statutes cited in the applicable program regulations.

TENANT NOTIFICATION:

Each Section 8 assisted family and applicant will be sent a written notification of the non-citizen regulation. This process will occur through a mass mailing to all current Section 8 participants and applicants on the Section 8 waiting list. The notice will provide information about Section 214 of the Housing and Community Development Act of 1980, a statement of the types of required proof of verifications for those claiming eligible immigration status, a statement informing the family of the possible types of assistance they may be eligible for, the methods of verification to be used to verify a tenant's claim of eligible immigration status and a statement of possible extension to provide evidence needed to verify eligible immigration status. The notice will be available in various languages including Chinese, Spanish, Vietnamese, Russian and Cantonese.

Each client will also be provided with a copy of the notification at the point of notification for his or her annual re-certification along with the required documents to have during their office interview. This process will commence effective the Monday

following passage of the resolution by the Board. During the interview process each family member will be required to sign a Declaration of Citizenship Status statement. The head of household will be required to sign on behalf of all minor children. Any household consisting of non-citizens must sign the Verification Consent Form in order to authorize the HA to verify the family members' immigration status through the SAVE system. Each family member will be required to submit a declaration only once. Declarations will be required for all additional family members before they are added to the Section 8 assisted household.

All participants that have had their INS status verified and a record exists in their files will not be required to re-verify their status unless they are reporting a change in immigration status.

APPLICANT VERIFICATION:

Individuals or families applying for Section 8 housing assistance must provide proof of citizenship or eligible immigration status at the time of the final eligibility determination. If at that time, it is determined that the individual, family or family members do not have eligible immigration status, the provisions of the HUD rule as set forth shall be applied.

DECLARATION CATEGORIES:

Each client shall fall into one of three categories: 1) Citizen, 2) Non-Citizen with eligible immigration status, 3) Ineligible non-citizens. Only family members claiming non-citizenship with eligible immigration status will be verified, except person 62 years or older as of September 30, 1996. Persons 62 years of age on or after September 30, 1996 will be required to provide proof of their age. Persons claiming ineligible status will not be verified. Persons determined ineligible after verifications have been made or individuals not contesting ineligible citizenship status will be placed on an ineligible list.

DOCUMENTS OF ELIGIBLE IMMIGRATION STATUS:

- A) General – The HA shall request and review original documents of eligible immigration status. The HA shall retain photocopies of the documents for its own records and return the original documents to the family.
- B) Acceptable Evidence Of Eligible Immigration Status – The original of one of the following documents is acceptable evidence of eligible immigration status, subject to verification in accordance 24 CFR Section 5.512. (Note: Sample forms of acceptable evidence of eligible immigration status are illustrated in Appendix A of the INS SAVE Program Instructions Manual for HUD. SAVE is an acronym for Systematic Alien Verification for Entitlements.
 - 1) Form I-151-Alien Registration Receipt Card (issued to lawful permanent residents prior to 1979). Form I-151 will no longer be valid after March 20, 1996.

Detailed information on how and where to apply for a new green card may be obtained by telephoning the INS toll-free number: 1-800-755-0777.

- 2) Form I-551, Alien Registration Receipt Card (for permanent resident aliens);
- 3) Form 1-94, Arrival-Departure Record, with one of the following annotations:
 - (a) “Admitted as Refugee Pursuant to Section 207”;
 - (b) “Section 208” or “Asylum”;
 - (c) “Section 243(h)” or “Deportation stayed by Attorney General”;
 - (d) “Paroled Pursuant to Section 212(d)(5) of the INA”;
- (4) If Form 1-94, Arrival-Departure Record, is not annotated, then accompanied by one of the following documents:
 - (a) A final court decision granting asylum (but only if no appeal is taken);
 - (b) A letter from an INS asylum officer granting asylum (if application filed before October 1, 1990);
 - (c) A court decision granting withholding of deportation; or
 - (d) A letter from an asylum officer granting withholding of deportation (if application filed on or after October 1, 1990)
- 5) Form I-688, Temporary Resident Card, which must be annotated “Section 245A” or “Section 210”;
- 6) Form I-688B, Employment Authorization Card which must be annotated “Provision of Law 274a12(11)” or “Provision of Law 274a.12”;
- 7) A receipt by the INS indicating that an application for issuance of a replacement document in one of the above-listed categories has been made and the applicant’s entitlement to the document has been verified; or

C) Other acceptable evidence. If other documents are determined by the INS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the Federal Register.

VERIFICATION PROCEDURES:

For applicants and Section 8 participants, family members claiming non-citizen with eligible immigration status will be verified through the use of the Immigration and Naturalization Service – System for Alien Verification for Entitlement (SAVE) Internet

Verification System. The SAVE system will be the primary method of verification. However, when the SAVE system does not confirm eligible status, or cannot find record to provide status, or verify immigration status, a manual verification system will be employed. Verification via the SAVE system shall not occur unless the family has signed a Verification Consent Form.

The manual verification will and must be requested within ten (10) days of receiving the primary verifications. The manual verifications will include: A signed Declaration of Section 214, Verification Consent form, front and back copies of the documents submitted by the family to support their claim and the INS phone verification number provided by the INS SAVE system. These forms will be sent to the CA-INS File Control Office/Appraisers Building/630 Sansome Street, Room 300-Attention: Immigration Status Verifier-San Francisco, CA 94102.

For each family member who is a United States citizen, the evidence consists of a signed declaration of U.S. citizenship.

For each family member electing not to confirm that he/she has eligible immigration status, the member(s) must be listed separately. A signature from the individual(s) is optional. However, the head of house or spouse with eligible immigration status must sign and date the list. No further verification is needed. The family electing not to declare citizenship status is ineligible for housing assistance.

EXTENSIONS:

Extensions will be granted upon the family's written request if the head of household certifies to the following: The family member for whom they are requesting an extension is a citizen or a non-citizen with eligible immigration status; and the evidence needed is temporarily unavailable and the additional time is needed to obtain the information; and they will make prompt and diligent efforts to obtain the evidence needed to verify the eligible immigration status. Extension will be granted for a period of fifteen (15) days with a maximum of thirty. However, the additional fifteen (15) days will be granted only at the request of the family.

The Leased Housing Department will supply the extension request notice to the tenant. Included in the notice will be the required certifications needed as grounds to allow an extension and a statement of understanding that if the family is granted an extension and fails to submit the needed evidence a decision will be made based on the information in the file and the family's assistance may be reduced or terminated. A family may submit a written request for an extension that will be acceptable to the Housing Authority's Leased Housing Division.

If a family is granted an extension and fails to supply the needed evidence within the specified time stated, the Housing Authority will make a decision based on the information already submitted, or not submitted by the family. The family will receive a written notification of the decision that was made. Included with the notice will be a

right to appeal statement informing the family of the right to request a hearing and a hearing request form.

FAMILY TYPE DETERMINATION:

Family type will be determined for all Section 8 clients. The family types are: Members claiming citizenship, non-citizen with eligible immigration status, non-citizen status.

Families eligible for continued full assistance are:

- 1) A family containing all citizens.
- 2) A family with mixed members that include citizens and non-citizens with eligible immigration status; and either the head or spouse has eligible immigration status; and does not include ineligible family members other than the children or parents of the head or spouse; and was receiving assistance prior to June 19, 1995. A mixed family receiving assistance after June 19, 1995 shall be eligible for prorated assistance.

A family eligible for prorated assistance is:

- 1) A family that includes eligible and ineligible family members .

Families eligible for deferred termination are:

- 1) A family that includes no eligible family members.
- 2) A family not eligible for continued assistance that includes eligible and ineligible family members and elects not to accept prorated assistance.

PRORATED ASSISTANCE:

A family receiving prorated assistance will receive assistance only for those family members that are eligible family members. The Housing Assistance Payment will be calculated by dividing the HAP payment by the total number of family members and then multiplied by the total number of eligible family members.

$$\frac{\text{Total HAP Payment}}{\text{Total family members}} \times \text{Eligible Family Members}$$

DEFERRED TERMINATIONS:

A family receiving deferred termination will receive the full assistance amount for an amount of time to be determined by the HA, but not more than six (6) months at a time for a maximum of eighteen (18) months. However, at the end of the deferral period the family's assistance will be completely terminated.

A family under a deferred termination will be called into the office at least every six months to review their eligibility for additional deferral periods. This will be tracked through the use of the Division's CCS computer system by installing a bi-yearly anniversary date into the system. Families opting for deferred termination must verify that they have been actively searching for alternate housing and conditions set forth in 24 CFR Section 5.518 (b)(5)(i)(B) are met to qualify for additional six-month deferral periods. However, at no time can the total cumulative allowable deferral time exceed eighteen (18) months.

SWITCHING SUBSIDY TYPES

Prior to expiration of the final deferral period, families may request to be switched to prorated assistance if it can be shown by the PHA that there is an inadequate supply of affordable housing for the area which is generally defined as having a vacancy rate of five percent (5%) or less.

NOTIFICATION PERIOD

A family must be notified in writing sixty (60) days prior to the expiration of a deferral period and that the deferral period will be extended again for an additional period of six months provided that an additional deferral period does not exceed the maximum deferral period of eighteen (18) months.

In addition, a family must be notified in writing sixty (60) days prior to expiration of the deferral period if it is determined that no further deferral periods are permitted because the family has utilized all eighteen (18) months of time.

Staff will keep a tickler file of all families who choose deferred termination to monitor and track the number of deferral periods granted and the point at which notification must be sent to each family.

STAFF VERIFICATIONS:

Any family member who declares him or herself to be an eligible non-citizen must have their immigration status verified by the SFHA staff utilizing the INS Internet-Based SAVE system. All staff persons within the Leased Housing Division will be trained to use the INS SAVE system. However, in the case of secondary manual verifications three staff persons will be trained in these procedures with one staff person responsible for the submission and follow-up on these verification. Any staff member needing a secondary verification will submit copies of the signed Declaration of Section 214 Status, Verification Consent Form, the primary request verification and copies of the documents the family submitted as evidence to the designated person.

Each staff person submitting information will be required to keep a log of the name of the families for whom they have submitted requests. The assigned staff person will provide, once a month, to the staff a list of their clients for whom the verification process has been completed. The assigned staff person will be responsible to follow-up with the INS for families for which no response is returned by the INS.

Once secondary verification is obtained, staff will notify the family of the results only if secondary verification could not be provided or could not verify eligible immigration status.

APPEALS AND HEARING:

A family must file an appeal within thirty (30) days with the INS after secondary verification fails to confirm eligible immigration status. Any decision to reduce or terminate the family's assistance will be temporarily suspended pending the outcome of the INS hearing. However, the family must inform the HA of its intent to file an appeal with the INS by supplying the HA with a copy of the appeal notice and proof of service to the agency. (A copy of INS Verification Request G845S and a cover letter will serve as proof.)

If the INS appeal hearing does not verify eligible immigration status the HA will determine the family type and send written notification of its decision to the family. The family may request a hearing with the HA within thirty (30) days of the date the HA mails or delivers the notice of pro-ration or termination, or within thirty days of the INS appeal decision, as established by the postmark. The family may also choose to file a request for an informal hearing in lieu of the INS appeal within thirty (30) days of the INS notification of failure to confirm eligible immigration status.

DELAY, DENIAL, OR TERMINATION OF ASSISTANCE:

The SFHA shall not delay or deny assistance to an applicant nor delay, deny or terminate assistance to a tenant on the basis of immigration status of a family member if:

1. The primary and secondary verification of any immigration documents that were timely submitted have not been completed;
2. The family member for whom required document evidence has not been submitted has moved from the tenant's dwelling;
3. The family member who is determined not be an eligible immigrant following INS verification has moved from the tenant's dwelling;
4. The INS appeals process has not been concluded;
5. For a resident, the SFHA informal hearing process has not been concluded;
6. Assistance is pro-rated;
7. Assistance to a mixed-family is continued; or

8. Assistance to an applicant may be delayed after the conclusion of the INS appeal process, but not denied until the conclusion of the SFHA informal hearing process, if an informal hearing is requested by the applicant.

Assistance to an applicant shall be denied and a tenant's assistance shall be terminated in accordance with the procedures for any of the following events:

1. Evidence of citizenship (i.e. the Declaration) and eligible immigration status is not submitted by the date specified or by the date of any extension granted; or
2. Evidence of citizenship and eligible immigration status is submitted timely, but INS primary and secondary verification does not verify eligible immigration status of a family member; and
 - a) The family does not pursue INS appeal or SFHA hearing rights; or
 - b) INS appeal and the SFHA hearing rights are pursued, but the final appeal or hearing decisions is decided against the family member; and
 - c) The assisted family is ineligible for prorated assistance.

FRAUD

PROCEDURES WHEN FRAUD IS SUSPECTED WITH RESPECT TO A DECLARATION OF CITIZENSHIP

The non-citizen rule added an *eligibility* requirement for applicants/residents/program participants to obtain or continue housing assistance. Applicants are required to sign a declaration of citizenship or immigration status at the time of the interview. Residents or program participants are required to submit the declaration at the time of the first annual re-certification after the June 19, 1995 effective date.

The regulations specify that the evidence of citizenship is a signed declaration- No further verification is required,

The 1988 proposed rule included a "reason to Suspect" provision which authorized housing authorities to begin termination Procedures whenever it obtained evidence of conflicting or inconsistent information regarding an individual who had claimed U.S. citizenship. *This provision was deleted from the final rule.*

If the Housing Authority receives concrete information that provides a substantial basis to believe the applicant/resident/program participant may have deliberately misrepresented his or her eligibility status and is receiving financial assistance for which the family may not be eligible, the Housing Authority shall take the steps set forth below.

IT IS IMPERATIVE THAT THE INFORMATION IS CONCRETE RATHER THAN JUST A STAFF PERSON'S SUSPICION.

1. When the Authority obtains concrete evidence of conflicting information, the

Authority will:

- Obtain additional information from other persons or agencies
 - Take other actions to verify either the applicant/resident/program participant's information or the conflicting information
2. If the Authority's efforts conclude that the applicant/resident/program participant supplied incorrect information, then staff must:
 - Document the findings
 - Notify the applicant/resident/program participant in writing of the error, identifying what information is believed to be incorrect
 - Provide the applicant/resident/program participant with an opportunity to meet with SFHA staff within 10 calendar days to discuss the allegation(s)
 - Inform the applicant/resident/program participant that failure to do so may result in the termination of the resident/program participant's assistance or denial of the application
 - Arrange the meeting with a SFHA representative who has not been involved in any manner with the review of the allegedly false information.
 3. If the applicant/resident/program participant responds and convinces the Authority that the submissions were correct, then:
 - Staff shall document the record accordingly and close the investigation.
 - Rental assistance payments continue to be made at the set amount.
 - There is no adjustment to the applicant/resident/program participant's rent.

END OF INVESTIGATION

1. If the Authority determines that there is adequate basis for further investigation, then the Authority should require the applicant/resident/program participant to submit whatever documentation is necessary to resolve the issue.
2. If the applicant/resident/program participant chooses to provide a new declaration as an eligible non-citizen, then:
 - Staff shall have the applicant/resident/program participant complete a verification consent form and submit required evidence.
 - Staff shall conduct a primary verification and, if necessary, forward that information to the INS for secondary verification.
3. If the applicant/resident/program participant is still found ineligible at the end of the Verification process or chooses not to contend eligible status, then the Authority shall take the appropriate action to:
 - Adjust the rent
 - Terminate the assistance
 - Deny the application

Families who knowingly permit an ineligible individual to reside on a permanent basis in the family's unit shall have their financial assistance suspended for a minimum period of twenty-four (24) months.

4.0 ADMINISTRATION OF WAITING LIST

4.1 OPENING THE WAITING LIST

Applications for the Section 8 Program may only be made when the Section 8 waiting list is open for applications

The SFHA will accept pre-applications for placement on the waiting list at which time the applicant will self-declare their eligibility based on the eligibility requirements noted in the published announcement of the opening of the waiting list. Just prior to issuing a voucher, applicants will be required to complete an application for final eligibility determination whereby the SFHA staff will verify all income, assets and the preferences declared by the applicant during the pre-application stage.

Pre-applications will only be accepted during the advertised periods of enrollment. These enrollment periods are determined based upon the need for the SFHA to augment its waiting list so that the SFHA will have a sufficient number of applicants to maintain an adequate level of occupancy. Generally, enrollment will be accepted when the remaining applicants on the current waiting list are expected to be contacted for assistance within the next twelve months.

The Section 8 waiting list will remain closed except for periods of targeted outreach to meet regulatory requirements under the Project-Based Voucher Program.

4.2 APPLICATION PROCESS

The SFHA will take pre-applications pursuant to a public advertisement. Pre-application intake will be announced to the public at least 15 days prior to the start of the pre-application process. Advertisements will be placed in the following:

- San Francisco Chronicle
- Minority-owned and foreign language newspapers
- Posting in the lobby of the SFHA office at 440 Turk Street and the Leased Housing Division office.
- Posting in offices of the Public Housing developments of the SFHA
- Radio and television stations in order to inform the visually impaired
- Notices circulated for posting at social service agencies, community centers and Bay Area Public Housing Agencies.

The advertisement will inform interested parties of the pre-application system to be used by the SFHA; the dates, times and locations pre-applications can be obtained; the deadline date, method and location for submitting the pre-applications and basic eligibility requirements. In addition, the advertisement will indicate that only applications received by the deadline shall be considered for the waiting list.

4.3 RANKING METHOD

Pre-applications will be selected from the total applicant pool by random lottery and assigned a unique date and time of application and ranked on the waiting list by preference category. The pre-application will ask applicants to designate which priority category they believe they will qualify for. Pre-applications will be sorted within each preference category by the randomly generated unique date and time assigned to each family and a list generated in rank order.

In limited, targeted outreach, the SFHA reserves the right to rank pre-applications in order of date and time received in lieu of conducting a random lottery to determine the applicants' places on the waiting list.

Each applicant will be provided with a description of all SFHA preferences and will be required to self-certify, at the time of pre-application, whether the household qualifies for a preference. Selection from the waiting list will be based on pre-applicant self-certification. At the time of final eligibility determination, SFHA applicants will be required to certify to all information they provide to SFHA and to sign verification forms permitting the release of information from verifying agencies, including the Authorization to Release Information/Privacy Act Notice form which is a general release form. Documentation of all verifications will be placed in the applicant/participant file.

Family income and assets and all factors related to eligibility must be verified, including preferences and immigration eligibility. Verifications must be completed before an applicant will be issued a voucher except as authorized by Section 214 of the Housing and Community Development Act of 1980 regarding INS certification. SFHA will use third party verification whenever possible. This will include mailing forms directly to the third party and having them mailed back to SFHA. If third party written verification is not possible, SFHA will review documents brought in by applicants/current participants or obtain oral verification with the third party by phone, documenting name, department, position, date of verification and other pertinent information. If there are no documents, SFHA may use a notarized applicant certification for verification.

If the priority category changes for any reason, the applicant will be placed in the appropriate preference category sorted by application date and time.

4.4 CLOSING OF THE WAITING LIST

The advertisement opening the waiting list will also specify when the period for submitting pre-applications will end. As such, there will not be a need to separately advertise the closing of the list. A notice will be posted in the lobby of the main office of the SFHA (440 Turk Street) and the Leased Housing Division office advising interested parties that the SFHA is not accepting pre-applications for the Section 8 voucher program.

5.0 SELECTION FROM THE WAITING LIST

5.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS

The Housing Authority may admit an applicant for participation in the program either as a special admission or as a waiting list admission.

In cases where two “regular” wait lists overlap, applicants on the existing wait list receive priority over applicants on a new wait list. All applicants will be called in for eligibility determination prior to selecting any families from the new wait list.

If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, the SFHA will use the assistance for those families.

The SFHA reserves the right to open the Section 8 Wait List in order to permit interested applicants to apply to the Section 8 Program. Priority will be given to families displaced by HOPE VI activity, Public Housing sites being redeveloped, infill housing at low density Public Housing sites, Section 8 Project-Based Voucher (PBV) units as detailed in the PBV Administrative Plan, development of other surplus public property and to families displaced by other local Government action.

5.2 PREFERENCES

In accordance with the Quality Housing and Work Responsibility Act of 1998, SFHA will administer its Section 8 programs so that the following Income Targeting objectives are achieved for the period from April 1, 1999 through September 30, 2000, and for each fiscal year thereafter:

- Not less than 75% of new admissions to the tenant-based Section 8 assistance program must have incomes at or below 30% of the area median family income.
- The remainder of new admissions to the tenant-based Section 8 assistance program will have incomes at or below 80% of the area median family income, in accordance with HUD guidelines which generally limit admissions to families with incomes at or below 50% of the area median.
- Not less than 40% of new admissions to project-based Section 8 assistance programs must have incomes at or below 30 % of the area median income.
- The remainder of new admissions to project-based Section 8 assistance programs must have incomes at or below 80% of the area median.]

Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income, the SFHA retains the right to skip higher income families on the waiting to reach extremely low-income families. This measure will only be taken if it appears the goal will not

otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

The SFHA has adopted the Federal Preferences as Local Preferences in administering its assisted housing programs. [If Federal Preferences are required, the SFHA local preferences are to be considered ranking preferences.]

The SFHA employs the following system of local preferences in administering its wait list. The local preferences consist of (a) involuntarily displaced, (b) substandard housing and (c) paying more than 50% of income for housing. The SFHA will weigh each local preference equally. That is, an applicant that meets the federal definition of any or all of the local preferences will receive an equal priority. The Local Preferences are defined as follows:

1. INVOLUNTARY DISPLACEMENT:

An applicant is or will be involuntarily displaced if the applicant has vacated or will have to vacate his or her housing unit as a result of one or more of the following actions:

Natural Disaster: a disaster such as a fire, flood or earthquake that resulted in the uninhabitability of the applicant's unit.

Domestic Violence: an applicant who has vacated due to actual or threatened physical violence directed against the applicant or one or more members of the applicant's family by a spouse or other household member, who lives in housing with an individual who engages in such violence.

Government Action: an action of a government agency related to code enforcement or public improvement or development.

Landlord Action: an action by a housing owner that results in an applicant's having to vacate his or her unit, where the reason for the owner's action was beyond the applicant's ability to control or prevent, and despite the applicant having met all previously imposed conditions of occupancy, and the action is other than a rent increase.

2. SUBSTANDARD HOUSING:

Homeless: An applicant who is a "homeless family" shall be considered to be living in substandard housing if the individual or family:

Lacks a fixed regular, and adequate nighttime residence; and

Has a primary residence that is:

A supervised publicly or privately operated shelter designed to provide temporary living accommodations, (including welfare hotels, congregate shelters, and transitional housing for the mentally ill); or

An institution that provides a temporary residence for individuals intended to be institutionalized; or

A public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.

A "homeless family" does not include any individual imprisoned or otherwise detained pursuant to state or federal law.

Non-Homeless: A non-homeless family is living in substandard housing if their present unit meets any of the following criteria: it is "dilapidated;" it does not have operable indoor plumbing; it does not have a usable flush toilet and a usable bathtub or shower inside the unit for the exclusive use of the family; it does not have electricity, or has inadequate or unsafe electrical service; it does not have a safe or adequate source of heat; it should, but does not have a kitchen, or it has been declared unfit for habitation by a government agency. A housing unit is "dilapidated" if it does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family or it has one or more critical defects or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. The defects may have resulted from the original construction, or from continued neglect or lack of repair, or from serious damage to the structure.

3. PAYING MORE THAN 50% OF INCOME FOR HOUSING:

An applicant shall qualify for this federal preference if the family is paying more than 50 percent of the total family income for rent. However, an applicant may not qualify for a preference under this section if the applicant is paying more than 50 percent of family income to rent a unit because his or her housing assistance under the public housing, Section 8 program, or any program under the Housing and Urban Development Act of 1965 with respect to that unit has been terminated as a result of the applicant's refusal to comply with applicable program policies and procedures with respect to the occupancy of under-occupied and overcrowded units.

The SFHA has adopted the following as secondary local preferences:

1. Residency status: A family is considered a "resident" of the City and County of San Francisco, if (a) they live in San Francisco or (b) the head of household or spouse is employed or has been notified that he/she has been hired to work in San Francisco. The Family must submit documentation that provides a current address of residency or employment and sign a waiver to permit the SFHA to verify the address.

2. Veterans status: A member of the United States Armed Forces honorable discharged from service or currently listed and is the head of house hold or spouse of the applicant family. Verification will be provided by the Veterans Administration.
3. Welfare to Work: A participant who is in good standing in the Welfare to Work Program associated with CALWORKS and the Department of Human Services, or similar Government Agency, for the purposes of self sufficiency from Public Assistance.

5.3 ORDER OF SELECTION

The SFHA will rank and admit applicants from the waiting list in accordance with the following priority categories:

Level of Priority	Category One	Category Two	Category Three	Category Four
1	Local Preference	Resident	Veteran	Welfare to Work
2	Local Preference	Resident	Veteran	Non-Welfare to Work
3	Local Preference	Resident	Non-Veteran	Welfare to Work
4	Local Preference	Resident	Non-Veteran	Non-Welfare to Work
5	Local Preference	Non-Resident	Veteran	Welfare to Work
6	Local Preference	Non-Resident	Veteran	Non-Welfare to Work
7	Local Preference	Non-Resident	Non-Veteran	Welfare to Work
8	Local Preference	Non-Resident	Non-Veteran	Non-Welfare to Work
9	No Local Preference	Resident	Veteran	Welfare to Work
10	No Local Preference	Resident	Veteran	Non-Welfare to Work
11	No Local Preference	Resident	Non-Veteran	Welfare to Work
12	No Local Preference	Resident	Non-Veteran	Non-Welfare to Work
13	No Local Preference	Non-Resident	Veteran	Welfare to Work
14	No Local Preference	Non-Resident	Veteran	Non-Welfare

				to Work
15	No Local Preference	Non-Resident	Non-Veteran	Welfare to Work
16	No Local Preference	Non-Resident	Non-Veteran	Non-Welfare to Work

5.4 UPDATING OF THE WAITING LIST

In order to ensure the waiting list is accurate and current, the SFHA will update the waiting list periodically, but no more than annually, by requesting each household to submit a revised pre-application form. The following guidelines will govern update procedures:

- The SFHA will mail an update request letter and a blank pre-application form to each household on the waiting list.
- The request will be mailed to the applicant's last known address. Applicants will be advised in the eligibility letter of their responsibility to notify the SFHA, in writing, of any address changes. If the applicant fails to notify the SFHA of an address change, the SFHA accepts no responsibility for the applicant's failure to receive the update request.
- The update request letter will include a deadline date by which applicants must return the pre-application and will specify return by mail or in person. The letter will inform the applicant that if the SFHA fails to receive the updated pre-application form by the deadline date, the applicant's name will be removed from the waiting list.
- Applicants will be given a reasonable time to complete and return the updated pre-applications, generally not less than 14 calendar days.
- The SFHA accepts no responsibility for delays created by the United States Postal Service.
- The SFHA will make reasonable accommodations for the special needs of disabled applicants if the SFHA has been made aware of those needs.
- The SFHA will acknowledge all updated pre-applications received, in writing, to each applicant which will include a determination of eligibility, ineligibility or change in preference status.

5.5 PROCEDURES FOR REMOVING NAMES FROM THE WAITING LIST

The SFHA will not remove an applicant's name from the waiting list unless:

- A. The applicant requests that the name be removed;

- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments; or
- C. The applicant does not meet either the eligibility or screening criteria for the program.

If an applicant is withdrawn from the application process for any reason due to non-response to correspondence by the family, the SFHA may re-instate the application upon contact by the family within one year of the withdraw date provided the family provides a reasonable explanation for the lack of contact with the SFHA during the withdraw period that is acceptable to the SFHA.

Consideration will be given to families who fail to respond to correspondence due to a disability to determine if an accommodation is warranted or in cases where an emergency situation, such as hospitalization, fire, death, etc., has arisen . The applicant family will be required to prove their claim to the SFHA's satisfaction to receive further consideration.

5.6 REFUSAL TO LIST AN APPLICANT OR REMOVAL OF AN APPLICANT FOR SPECIFIC GROUNDS

The SFHA may deny listing an applicant on the waiting list, remove an applicant from the waiting list, deny or withdraw a voucher, refuse to enter into a Housing Assistance Payments (HAP) Contract or approve a lease and refuse to process or provide assistance under portability assistance for any of the reasons listed in 24 CFR 982.552 (b) (violation of family obligations; member of family previously evicted from public housing; HA has terminated assistance to any member of the family in the past; member of family convicted of drug-related or violent criminal activity; member of family commits crime in connection with any federal housing program; family owes rent to SFHA or another HA; family has not reimbursed SFHA or another HA for amount paid to an owner under a HAP contract; family breaches an agreement with SFHA or another HA to repay amounts owed; family participating in the FSS program fails to comply with the contract of participation; family engaged in or threatened abusive or violent behavior). If denied under this paragraph, the SFHA will provide notice and offer the applicant an informal review in accordance with procedures in part L of this Admin Plan.

5.7 GROUNDS FOR DENIAL

The SFHA may deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;

- C. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process;
- E. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff, or cause damage to the property. In determining whether to deny assistance, the SFHA will review criminal background checks for all adults and look at criminal activity list for the past ten (10) years. Any drug activity from 0 to 10 years old will result in automatic denial. Applicant may appeal upon denial and present mitigating evidence.
- F. Currently owes rent or other amounts to any housing authority in connection with the public housing or Section 8 Programs.
- G. Have committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- H. Have a family member who was evicted from public housing within the last three years;
- I. Have a family member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- J. Have a family member who is illegally using a controlled substance or abuses alcohol, or engages in any other criminal activity which may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The SFHA may waive this requirement if:
 - 1. The person demonstrates to the SFHA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 - 2. The person has successfully completed a supervised drug or alcohol rehabilitation program;
 - 3. The household member who engaged in drug-related criminal activity or alcohol abuse and behavior that interfered with the health and safety or right to peaceful enjoyment of the premises by other residents is removed from the family household composition;

4. The person has otherwise been rehabilitated successfully as determined by the SFHA based on evidentiary supporting material; or
 5. The person is participating in a supervised drug or alcohol rehabilitation program.
- K. Have engaged in or threatened abusive or violent behavior towards any SFHA staff or residents;
- L. Have a family household member who has been terminated under the Certificate or Voucher Program during the last three years;
- M. Have a family member who has been convicted of manufacturing or producing methamphetamine (speed) (Denied for life);
- N. Have a family member with a lifetime registration under a State sex offender registration program (Denied for life).

5.8 INFORMAL REVIEW

If the SFHA determines that an applicant does not meet the criteria for receiving Section 8 assistance, the SFHA will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 10 business days of the denial. The SFHA will describe how to obtain the informal review. The informal review process is described in Section 16.2 of this Plan.

If an applicant is denied admission due to criminal activity listed on a criminal record, a copy of the criminal record shall be provided to the applicant and the applicant shall be given an opportunity to dispute the decision in the Informal Review process.

6.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)

The SFHA will issue a voucher for a particular bedroom size – the bedroom size is a factor in determining the family’s level of assistance. The following guidelines will determine each family’s voucher size:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults of the same sex related by blood will share a bedroom.

In determining bedroom size, the SFHA will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school or temporarily in foster-care.

Bedroom size will also be determined using the following guidelines:

- A. Household members of the same sex, regardless of age, will share a bedroom.
- B. Children of the opposite sex, both under the age of (3) will share a bedroom.
- C. A parent and child, regardless of age, may be issued a two-bedroom Voucher.
- D. Live-in aides may get a separate bedroom.

Single person households will be issued a Studio Voucher. However, should the family locate a one-bedroom unit, the SFHA reserves the right to upgrade the family’s Voucher to a one-bedroom subsidy.

The SFHA will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a medical reason why the larger size is necessary. In general, valid reasons for larger BR size Vouchers should document the family’s need for medical equipment that would not ordinarily be accommodated in the appropriately sized unit as a result of a disability. However, the SFHA reserves the right to review each case on an individual basis to make final determination of the need for an additional bedroom.

6.0.1 OCCUPANCY STANDARDS

The SFHA will follow an occupancy policy, which prevents overcrowding of units or under utilization of units. The following guidelines shall determine the minimum and maximum number of occupancy per unit size:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
SRO	1	1
0	1	2
1	1	4
2	2	6
3	3	8
4	4	10

The family unit size will be determined by the SFHA in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

The SFHA shall consider Single Room Occupancy (SRO) units for occupancy under the tenant-based Housing Choice Voucher Program exclusively as a reasonable accommodation for a person with disabilities.

6.1 BRIEFING

When the SFHA selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. In order to receive a voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. Failure to attend a briefing without good cause may result

in denied admission. The family will be given an opportunity to reschedule a briefing only once.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the Housing Authority will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, the Housing Authority will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

The briefing will cover at least the following subjects:

- A. A description of how the program works;
- B. Family and owner responsibilities;
- C. Where the family may rent a unit, including inside and outside the Housing Authority's jurisdiction;
- D. Types of eligible housing;
- E. For families qualified to lease a unit outside the Housing Authority's jurisdiction under portability, an explanation of how portability works;
- F. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and
- G. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income.

6.2 *PACKET*

During the briefing, the Housing Authority will give the family a packet covering at least the following subjects:

- A. The term of the voucher and the Housing Authority's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;
- B. How the Housing Authority determines the housing assistance payment and total tenant payment for the family;
- C. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;

- D. How the Housing Authority determines the maximum rent for an assisted unit;
- E. Where the family may lease a unit. For families qualified to lease outside the Housing Authority's jurisdiction, the packet includes an explanation of how portability works;
- F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;
- G. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;
- H. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses. Upon request, the Housing Authority will also supply any factual information or third party verification relating to the applicant's history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity or any violent criminal activity;
- I. The Housing Authority's subsidy standards, including when the Housing Authority will consider granting exceptions to the standards;
- J. The HUD brochure on how to select a unit ("A Good Place to Live");
- K. The HUD-required lead-based paint brochure;
- L. Request For Extension Form
- M. Housing Search Tracking Form
- N. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
- O. A list of landlords or other parties known to the SFHA who may be willing to lease a unit to the family or help the family find a unit;
- P. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the SFHA that may be available;
- Q. The family's obligations under the program;

- R. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction;
- S. SFHA informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and
- T. The SFHA owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program.

6.3 *ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY*

Beginning October 1, 1999, the SFHA will issue only vouchers. Treatment of previously issued certificates and vouchers will be dealt with as outlined in Section 21.0- Transition to the New Housing Choice Voucher Program.

The number of vouchers that the SFHA can issue at any time is based on the amount of Annual Contributions available to the program. When the SFHA determines that sufficient funding is available to support additional assisted units, applicants at the top of the waiting list will be scheduled to come to the SFHA to fill out the final application and attend a briefing session. Information used in the final application will be verified as indicated above under Section 3.0. The SFHA may "over-issue" the number of vouchers in order to account for voucher holders who are unsuccessful in locating housing.

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the SFHA will issue the voucher. At this point the family begins their search for a unit.

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a Request for Tenancy Approval (RTA) and return it to the SFHA. The family can only submit the RTA to the SFHA during the term of the voucher. The SFHA will contact the owner and schedule an inspection of the unit to make an initial determination of approval of tenancy within 15 days of receipt of the RTA. The SFHA may assist the family in negotiating changes that may be required for the tenancy to be approvable. The 15 day period is suspended during any period the unit is unavailable for inspection. The Housing Authority will promptly notify the owner and the family whether the unit and tenancy are approvable.

During the initial stage of qualifying the unit, the Housing Authority may provide the prospective owner with information regarding the program. Information may include SFHA and owner responsibilities for screening and other essential program elements. The SFHA, upon request by a prospective owner, may provide the owner with the family's current and prior address as shown in the SFHA's records along with the name and address (if known) of the landlords for those addresses.

Additional screening is the responsibility of the owner. Upon request by a prospective owner, the SFHA will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with standard material lease terms.

6.4 TERM OF THE VOUCHER

The initial term of the voucher will be 90 days and will be stated on the Housing Choice Voucher. The start date of the Voucher will be the date the Voucher is provided to the applicant or participant. The SFHA will maintain a Register of issued Vouchers to track the term of the Voucher.

The Housing Authority may grant one or more extensions of the term, but the initial term plus any extensions will never exceed 180 calendar days from the initial date of issuance. To obtain an extension, the family must make a request in writing prior to the expiration date. A statement of the efforts the family has made to find a unit must accompany the request. A sample extension request form and a form for recording their search efforts will be included in the family's briefing packet. If the family documents their efforts and additional time can reasonably be expected to result in success, the Housing Authority will grant the length of request sought by the family or 90 days, whichever is less.

On November 22, 1999, the U S Department of Housing and Urban Development (HUD) transferred to the SFHA the discretion to extend the cumulative voucher term beyond the 180-day limit, whether for reasonable accommodation or, other good cause determined by the SFHA. Therefore, the SFHA will follow the procedures listed below when granting extension for vouchers beyond the 180 days.

If a voucher is due to expire, the voucher holder may request an extension of the voucher. In order for a request for an extension to be considered by the SFHA, the following conditions must be met:

1. The request for an extension must be in writing,
2. The request must be made prior to the expiration of the voucher.
3. The voucher holder must provide documentation that demonstrates the failure to locate suitable housing was due to an unavailability of housing, unavailability of housing that accommodates a disability, a prolonged illness of the voucher holder, death of a family member or a need to care for a family member with a prolonged illness.

Non-Medical

4. Rents Higher than FMRs;

5. Vacancy Rates Between 0-3%;
6. Hard to house families;
7. Legal proceedings challenging Rents Ordinance as it pertains to Owner participation in Program for In-Place tenancy;
8. Financial Burden.

If the voucher holder is requesting an extension due to the unavailability of housing, the holder must submit information that provides the dates, names, and telephone numbers of owners contacted and the reasons why units were not rented. The SFHA may contact owners to verify information provided by the voucher holder.

If appropriate documentation is submitted, the SFHA will grant one 60-day extension of the term of the voucher. The SFHA will revise the voucher for the applicant or participant, which shows the new expiration date. Under no circumstances will the total term of the voucher exceed 240 days.

If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family the full 180 days search time. If the Housing Authority determines that additional search time would be a reasonable accommodation, the Housing Authority will request HUD to approve an additional extension.

6.4.1 *SUSPENSION (TOLLING) OF VOUCHERS*

The SFHA will suspend the term of the voucher upon the receipt of the Request for Tenancy Approval (RTA). The term will remain suspended while the unit is being processed by the SFHA. A unit can be withdrawn from consideration by the SFHA (by determining the unit or owner is ineligible or the rent requested by the owner is not approvable), by the owner or by the voucher holder. If a decision is made to withdraw the unit, the SFHA will provide the voucher holder with a written notice of this fact, the reason for the withdrawal and the number of days remaining on the term of the voucher (this tolling period can be overridden at the discretion of the supervisor or director if there is a situation where additional time is not warranted). The SFHA will provide the voucher holder with a new RLA and other appropriate forms. Under no circumstances will the total search time increase under the term of the voucher due to tolling.

6.5 *APPROVAL TO LEASE A UNIT*

The SFHA will approve a lease if all of the following conditions are met:

- A. The unit is eligible;
- B. The unit is inspected by the Housing Authority and passes HQS;
- C. The lease is approvable and includes the language of the tenancy addendum;

- D. The rent to owner is reasonable;
- E. The family's share of rent does not exceed 40% of their monthly adjusted income;
- F. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and
- G. The family continues to meet all eligibility and screening criteria.

If tenancy approval is denied, the Housing Authority will advise the owner and the family in writing and advise them also of any actions they could take that would enable the Housing Authority to approve the tenancy.

The lease term may begin only after all of the following conditions are met:

- A. The unit passes the Housing Authority HQS inspection;
- B. The family's share of rent does not exceed 40% of their monthly adjusted income;
- C. The landlord and tenant sign the lease to include the HUD required addendum; and
- D. The Housing Authority approves the leasing of the unit.

The Housing Authority will prepare the contract when the unit is approved for tenancy. Upon receipt of the signed contract, lease, the HUD required tenancy addendum, and all required documentation verifying ownership of the property, the Housing Authority will execute the contract. The Housing Authority will not pay any housing assistance to the owner until the contract is executed.

6.6 SFHA DISAPPROVAL OF OWNER

The Housing Authority will deny participation by an owner at the direction of HUD. The Housing Authority will also deny the owner's participation for any of the following reasons:

- A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;
- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- C. The owner has engaged in drug-related criminal activity or any violent criminal activity;

- D. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;
- E. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:
 - 1. premises by tenants, SFHA employees or owner employees; or
 - 2. residences by neighbors;
- F. Other conflicts of interest under Federal, State, or local law.

6.7 INELIGIBLE/ELIGIBLE HOUSING

The following types of housing cannot be assisted under the Section 8 Tenant-Based Program:

- A. A public housing or Indian housing unit;
- B. A unit receiving project-based assistance under a Section 8 Program;
- C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
- D. College or other school dormitories;
- E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
- F. A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space; and
- G. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

The SFHA will not approve a lease for any of the following special housing types:

- A. Congregate housing
- B. Group homes
- C. Shared housing

- D. Cooperative housing
- E. Single room occupancy housing (except under special programs)
The SFHA will approve leases for the following housing types:
 - A. Single family dwellings
 - B. Apartments
 - C. Manufactured housing
 - D. Manufactured home space rentals
 - E. House boats

6.8 SECURITY DEPOSIT

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

7.0 MOVES WITH CONTINUED ASSISTANCE

Participating families are allowed to move to another unit after the initial 12 months has expired, by giving owner a 30 day notice in accordance with the lease agreement. The SFHA will issue the family a new voucher if the family does not owe the SFHA or any other Housing Authority money, has not violated a Family Obligation, and if the SFHA has sufficient funding for continued assistance.

7.1 *WHEN A FAMILY MAY MOVE*

For families already participating in the Voucher Program, the SFHA will allow the family to move to a new unit if:

- A. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant; or
- B. The tenant has given notice of lease termination (in accordance with lease agreement).
- C. Families participating in the Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstance will the SFHA allow a participant to improperly break a lease. Under extraordinary circumstances the SFHA may consider allowing more than one move in a 12-month period.

7.2 *PROCEDURES REGARDING FAMILY MOVES*

Families considering transferring to a new unit will be scheduled to attend a mover's briefing. All families who are moving, including any families moving into or out of the SFHA's jurisdiction, will be required to attend a mover's briefing prior to the SFHA executing a new HAP contract on their behalf.

This briefing is intended to provide the following:

- A. A refresher on program requirements and the family's responsibilities. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;
- B. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;
- C. Payment standards, exception payment standard rent areas, and the utility allowance schedule;

- D. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income;
- E. Portability requirements and opportunities;
- F. The need to have a reexamination conducted within 120 days prior to the move;
- G. An explanation and copies of the forms required to initiate and complete the move; and
- H. All forms and brochures provided to applicants at the initial briefing.

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and the SFHA's approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give the SFHA a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to the SFHA will not be considered for a transfer.

A family who gives notice to terminate the lease must mail the notice to the landlord or his agent. The family will be required to provide a copy of the lease termination notice to the SFHA.

8.0 PORTABILITY

8.1 *GENERAL POLICIES OF THE SFHA*

A family whose head or spouse has a domicile (legal residence) or works in the jurisdiction of the SFHA at the time the family first submits its application for participation in the program to the SFHA may lease a unit anywhere in the jurisdiction of the SFHA or outside the SFHA jurisdiction as long as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit.

If the head or spouse of the assisted family does not have a legal residence or work in the jurisdiction of the SFHA at the time of its application, the family will not have any right to lease a unit outside of the SFHA jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of the SFHA.

Families may only move to a jurisdiction where a Section 8 Program is being administered.

If a family has moved out of their assisted unit in violation of the lease, the SFHA will not issue a voucher, and will terminate assistance in compliance with Section 17.0, Grounds for Termination of the Lease and Contract.

8.2 *INCOME ELIGIBILITY*

A. Admission

An applicant family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.

B. If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility is not re-determined.

8.3 *PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY*

A. When a family utilizes portability to move to an area outside the SFHA jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that Housing Authority has a tenant-based program covering the area where the unit is located.

B. A Housing Authority (the Receiving Housing Authority) with jurisdiction in the area where the family leases a unit must issue the family a voucher or administer the voucher on behalf of the SFHA and enter into a billing arrangement.

8.4 PORTABILITY PROCEDURES

- A. When the SFHA is the Initial Housing Authority:
1. The SFHA will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.
 2. Family must submit a "Request for Transfer" form.
 3. The SFHA will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).
 4. The SFHA will advise the family how to contact and request assistance from the Receiving Housing Authority.
 5. Upon approval by the receiving PHA, the SFHA may FAX or hand carry (by family) portability documents to the receiving PHA.
[The SFHA will immediately mail to the Receiving Housing Authority the most recent HUD Form 50058 (Family Report) for the family, and any related verification information.]
- B. When the SFHA is the Receiving Housing Authority:
1. The SFHA will brief the family on the process that takes place to exercise portability. The SFHA conduct a new re-examination of income and review with the family all the documents from the Initial Housing Authority. The SFHA will determine the voucher bedroom size for the portable family in accordance with the SFHA's subsidy standard.
 2. The family must submit a Request for Tenancy Approval for an eligible unit within the term of the voucher issued by the Initial Housing Authority.
 3. The SFHA accepts the Initial Housing Authority voucher during lease-up process. Upon approval of the unit and family move-in, the SFHA will then issue a voucher to the family.
 4. In order to provide tenant-based assistance for portable families, the SFHA will perform all Housing Authority program functions according to the SFHA's policy and procedures. At any time, either the Initial Housing Authority or the SFHA may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.
 5. The SFHA shall notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a Request for Tenancy Approval within the term of voucher.

C. Absorption by the SFHA

1. If funding is available under the consolidated ACC for the SFHA's Voucher Program when the portable family is received, the SFHA will absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for the SFHA's Tenant-Based Program.

D. Portability Billing

1. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:
 - a. As the Initial Housing Authority, the SFHA will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.
 - b. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority. If both Housing Authorities agree, we may negotiate a different amount of reimbursement.

E. When a Portable Family Moves

When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

9.0 DETERMINATION OF FAMILY INCOME

9.1 *INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME*

To determine annual income, the SFHA counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the SFHA subtracts out all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

9.2 *INCOME*

- A. Annual income means all amounts, monetary or not, that:
1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
 2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
 3. Are not specifically excluded from annual income.
- B. Annual income includes, but is not limited to:
1. The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
 2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not 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 is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
 3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not 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 an investment is 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 includes 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.

4. The gross amount of periodic amounts 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 amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
6. Welfare assistance.
 - a. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
 - i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
 - b. Imputed Welfare Income:

If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare

requirements and/or had not committed an act of fraud. If a family's grant is reduced due to fraud, the family is able to secure additional income which must be reported to the Housing Authority, but will not affect the tenant rent until the additional source and amount of income raises the tenant portion to a level above the Imputed Welfare Income.

- c. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted.
- 7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- 8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

9.3 EXCLUSIONS FROM INCOME

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, cash from sale of assets, one-time lottery winnings, insurance payments (including payments under health and accident insurance and worker's compensation), and settlement for personal or property losses;
- D. Amounts received by the family that is specifically to offset the cost of equipment and services to keep a developmentally disabled family member at home;
- E. Income of a live-in aide;
- F. Grants or other amounts received specially for auxiliary apparatus or service for a handicapped person; Medical expenses; set aside for use under a Plan To Attain Self-Sufficiency (PASS) and excluded for SSI eligibility; out of pocket expenses for participation in publicly assisted programs and only to allow participation in these programs-These expenses include special equipment, clothing, transportation, child care, etc.
- G. The principal portion of the payments received on mortgages or deeds of trust;

- H. The full amount of student financial assistance paid directly to the student or to the educational institution;
- I. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- J. Amounts received under training programs funded by HUD;
- K. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;
- L. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
- M. Temporary, nonrecurring, or sporadic income (including gifts);
- N. 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;
- O. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- P. Adoption assistance payments in excess of \$480 per adopted child;
- Q. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
- R. 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;
- S. Loans;
- T. Reimbursement of child care to the family by persons not living in household;

- U. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits;

These exclusions include:

1. The value of the allotment of food stamps;
2. Payments to volunteers under the Domestic Volunteer Services Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);
3. Payments received under the Alaska Native Claims Settlement Act
4. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes
5. Payments, rebates or credits received under Federal Low-Income Home Energy Assistance Programs-Includes any winter differentials given to elderly;
6. Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, State job training programs, career intern programs);
7. Income from the disposition of funds of the Grand River Band of Ottawa Indians
8. The first \$2000 per capita received from judgment funds awarded by the Indian Claims Commission or the Court of Claims or from funds the Secretary of Interior holds in trust for an Indian tribe;
9. Amount of scholarships awarded under Title IV of the Higher Education Act of 1965, including awards under the Federal Work-Study Program or under the Bureau of Indian Affairs student assistance programs, or veterans benefits;
10. Payments received under Title V of the Older Americans Act (Green Thumb, Senior Aides, Older American Community Service Employment Program)
11. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established pursuant to the

settlement in the In Re Agent Orange product liability litigation, MDL No. 381 (E.D.N.Y.)

12. Payments received under the Maine Indian Claims Act of 1980
13. The value of child care under the Child Care and Development Block Grant Act of 1990
14. Earned income tax credit refund payments
15. Payments for living expenses under the AmeriCorps Program

9.4 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 for each dependent
- B. \$400 for any elderly family or disabled family
- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
- D. For any elderly or disabled family:
 1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
 2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
 3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.
- D. Child care expenses;

The SFHA will annually survey childcare providers in the community, public agencies providing childcare support, and other agencies that

maintain childcare information to determine the parameters for reasonable childcare expenses for various age groups up to the child's 13th birthday.

10.0 VERIFICATION

The SFHA will verify information related to waiting list preferences, eligibility, admission and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full time student status of family members 18 years of age and older, Social Security Numbers, citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

10.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security Numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This type of verification includes written documentation (with forms sent directly to and received directly from a source, not passed through the hands of the family). This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the SFHA or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name, date of contact, amount received, etc.

When third party verification cannot be obtained, the SFHA will accept documentation received from the applicant/participant. Hand-carried documentation will be accepted if the SFHA has been unable to obtain third party verification in a four week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the SFHA will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

10.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the SFHA will send a request form to the source along with a release form signed by the applicant/participant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
	Letter from broker or holding	Stock or most current

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
Stocks	company	statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> - whether enrolled - whether training is HUD-funded - whether State or local program - whether it is employment training - whether payments are for out- of- 	N/A

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
	pocket expenses incurred in order to participate in a program	

10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

All applicants and participants shall be required to verify their noncitizenship status pursuant to Section 3.C.

10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member who has a Social Security Number and who is at least six years of age must provide verification of his or her Social Security Number. New family members at least six years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the SFHA will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security Number they will be required to sign a statement to this effect.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.

If a member of a tenant family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to 60 days to provide the verification. If the individual is at least 62 years of age, they will be given 120 days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

10.5 TIMING OF VERIFICATION

Verification must be dated within 120 days of certification or reexamination effective date..

When an interim reexamination is conducted, the Housing Authority will verify and update only those elements reported to have changed.

10.6 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

For each family member age 6 and above, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

11.0 RENT AND HOUSING ASSISTANCE PAYMENT

11.1 *GENERAL*

After October 1, 1999, the SFHA will issue only vouchers to applicants, movers, and families entering the jurisdiction through portability. Certificates currently held will continue to be honored until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete (see Section 20.0 for additional guidance).

11.2 *RENT REASONABLENESS*

The Housing Authority will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

- A. Before any increase in rent to owner is approved;
- B. If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and
- C. If the Housing Authority or HUD directs that reasonableness be re determined.

11.3 *COMPARABILITY*

In making a rent reasonableness determination, the Housing Authority will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The Housing Authority will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units.

The Housing Authority will maintain current survey information on rental units in the jurisdiction. The Housing Authority will also obtain the services of a rental survey company to determine the value of the array of amenities.

The Housing Authority will establish minimum base rent amounts for each unit type and bedroom size. To the base the Housing Authority will be able to add or subtract the dollar value for each characteristic and amenity of a proposed unit.

Owners are invited to submit information regarding the value of their property at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the Housing Authority to establish a higher value.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

11.4 MAXIMUM SUBSIDY

The Fair Market Rent (FMR) published by HUD or the exception payment standard rent (requested by the SFHA and approved by HUD) determines the maximum subsidy for a family.

For a regular tenancy under the Voucher Program, the FMR/exception rent limit is the maximum initial gross rent under the assisted lease. This only applies until the transition of the merger of the Section 8 Voucher programs as outlined in 24 CFR 982.502 is complete.

For the Voucher Program, the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For a voucher tenancy in an insured or noninsured 236 project, a 515 project of the Rural Development Administration, or a Section 221(d)(3) below market interest rate project the payment standard may not exceed the basic rent charged including the cost of tenant-paid utilities.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR 982.888.

11.4.1 Setting the Payment Standard

HUD requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR. The SFHA will review its determination of the payment standard annually after publication of the FMRs. The SFHA will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the Housing Authority will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one bedroom size may increase or decrease while another remains unchanged. The SFHA may consider adjusting payment standards at times other than the annual review when circumstances warrant.

Before increasing any payment standard, the Housing Authority will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

11.4.2 Selecting the Correct Payment Standard for a Family

- A. For the voucher tenancy, the payment standard for a family is the lower of:
 - 1. The payment standard for the family unit size; or
 - 2. The payment standard for the unit size rented by the family.
- B. If the unit rented by a family is located in a HUD approved exception rent area, the Housing Authority will use the appropriate payment standard for the exception rent area.
- C. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:
 - 1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or
 - 2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.
- E. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

11.4.3 Area Exception Rents

In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, the Housing Authority may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The Housing Authority may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types.

When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as the Housing Authority requests and HUD approves a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent authority automatically expires.

11.5 ASSISTANCE AND RENT FORMULAS

A. Minimum Family Contribution

The Minimum Family Contribution is equal to the highest of:

1. 10% of monthly income
2. 30% of adjusted monthly income
3. Minimum rent
4. The welfare rent

Plus any rent above the payment standard.

B. Minimum Rent.

The SFHA has set the minimum rent as \$ 25. However, if the family requests a hardship exemption, the SFHA will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:
 - a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;
 - b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
 - c. When the income of the family has decreased because of changed circumstances, including loss of employment;
 - d. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;

e. When a death has occurred in the family.

2. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.
3. Temporary hardship. If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.
4. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
5. Appeals. The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

C. Section 8 Housing Choice Vouchers

1. The payment standard is set by the Housing Authority between 90% and 110% of the FMR or higher or lower with HUD approval.
2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.
3. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly-adjusted income.

D. Section 8 Preservation Vouchers

1. Payment Standard

a. The initial Payment Standard for Preservation units is:

- i. The new rent being charged by the owner for the participating family subject to rent reasonableness.

2. Minimum Family Contribution

- a. The Minimum Family Contribution is the greater of:
 - ii. The gross rent (including utility allowance) of the family at the time of the Preservation action; or
 - iii. Thirty percent (30 %) of the family's adjusted household income.
- b. Preservation Voucher size shall be based on the SFHA's subsidy standards indicated in Section 6 of this Administrative Plan. Overhoused families must make an effort to move into an appropriately sized unit in the project. If more families must relocate than there are available units for, the SFHA shall determine the order of priority in which families must move. If a unit does not exist, the family shall remain in the larger unit and the payment standard is the gross rent for the oversized unit.

The family may only receive the subsidy for the oversized unit for one year from the Preservation event. After the one year period, the normally applicable payment standard shall be used and the family can remain in the unit if they can afford to pay the difference out of pocket.

- c. At the next regular reexamination following a change in family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:
 - i. The new family unit size must be used to determine the payment standard.

3. The SFHA will pay a monthly housing assistance payment on behalf of the family that equals the gross rent for the unit minus the great of:

- a. 30 percent of the adjusted family income;
- b. 10 percent of the family gross monthly income
- c. The welfare rent in as-paid states;
- d. The enhanced Voucher Minimum Family Contribution; or
- e. Such other minimum rent established by the SFHA as authorized by Federal law in 24 CFR Section 5

E. Manufactured Home Space Rental: Section 8 Vouchers

1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.
2. The space rent is the sum of the following as determined by the Housing Authority:
 - a. Rent to the owner for the manufactured home space;
 - b. Owner maintenance and management charges for the space; and
 - c. Utility allowance for tenant paid utilities.
3. The participant pays the rent to owner less the HAP.
4. HAP equals the lesser of:
 - a. The payment standard minus the Minimum Family Contribution; or
 - b. The rent paid for rental of the real property on which the manufactured home owned by the family is located.

11.6 UTILITY ALLOWANCE

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the Housing Authority uses normal patterns of consumption for the community as a whole and current utility rates.

The Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the Section 8 Department.

The Housing Authority uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the

Housing Authority subsidy standards). [There is a utility allowance for Apartments and for Flats/Single Family Dwellings. A Flat shall be defined as a residence that occupies the entire floor of a multi-floor building where each floor is a separate residence, regardless of square footage.](#)

At each reexamination, the Housing Authority applies the utility allowance from the most current utility allowance schedule.

The Housing Authority may approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

11.7 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT

The Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made when due, the owner may charge the SFHA a late payment, agreed to in the Contract and in accordance with generally accepted practices in the City and County of San Francisco jurisdiction.

11.8 CHANGE OF OWNERSHIP

The SFHA requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the SFHA's rent payment or the address as to where the rent payment should be sent.

In addition, the SFHA requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

- A. Recorded grant deed or Deed of Trust showing the transfer of title; and
- B. Tax Identification Number or Social Security Number.

New owners will be required to execute the assumption of HAP contract form, IRS form W-9, Lead based paint certification, and verification of non-related tenancy form. The SFHA may withhold the rent payment until the taxpayer identification number is received.

12.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS

The SFHA will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Existing Program unless the HQS are met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.

The SFHA must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family can not be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, the SFHA will only schedule one more inspection. If the family misses two inspections, the SFHA will consider the family to have violated a Family Obligation and their assistance will be terminated.

12.1 TYPES OF INSPECTIONS

There are seven types of inspections the SFHA will perform:

- A. Initial Inspection - An inspection that must take place to insure that the unit passes HQS before assistance can begin.
- B. Annual Inspection - An inspection to determine that the unit continues to meet HQS.
- C. Complaint Inspection - An inspection caused by the Authority receiving a complaint on the unit by anyone.
- D. Special Inspection - An inspection caused by a third party, i.e. HUD, needing to view the unit.
- E. Emergency - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.
- E. Move Out Inspection (if applicable) - An inspection required for units in service before October 2, 1995, and optional after that date. These inspections document the condition of the unit at the time of the move-out.
- G Quality Control Inspection – Supervisory or other designated quality control inspections on at least 5% of the total number of units that were under lease during the Housing Authority's previous fiscal year. Every effort will be made to

complete Quality Control inspections within 45 days of the initial/annual inspection. If not, total 5 % Quality Control inspections shall be completed by end of fiscal year.

12.2 OWNER AND FAMILY RESPONSIBILITY

A. Owner Responsibility for HQS

1. The owner must maintain the unit in accordance with HQS.
2. If the owner fails to maintain the dwelling unit in accordance with HQS, the SFHA will take prompt and vigorous action to enforce the owner obligations. The SFHA's remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.
3. The SFHA will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the SFHA and the SFHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any SFHA approved extension).
4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, SFHA may terminate assistance to a family because of the HQS breach caused by the family.

B. Family Responsibility for HQS

1. The family is responsible for a breach of the HQS that is caused by any of the following:
 - a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
 - b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
 - c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused

defects, the family must correct the defect within no more than 30 calendar days (or any SFHA approved extension).

3. If the family has caused a breach of the HQS, the SFHA will take prompt and vigorous action to enforce the family obligations. SFHA may terminate assistance for the family in accordance with 24 CFR 982.552.

12.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards:

A. Sanitary Facilities

1. Performance Requirements

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

2. Acceptability Criteria

- a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
- b. The bathroom must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
- c. The bathroom must have a shower or a tub in proper operating condition with hot and cold running water.
- d. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

B. Food Preparation and Refuse Disposal

1. Performance Requirements

- a. The kitchen area must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
- b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

2. Acceptability Criteria

- a. The kitchen area must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.
- b. The kitchen area must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
- c. The dwelling unit must have space for the storage, preparation, and serving of food.
- d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and security

1. Performance Requirement

The dwelling unit must provide adequate space and security for the family.

2. Acceptability Criteria

- a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- b. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
- c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut

are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

- d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

D. Thermal Environment

1. Performance Requirement

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

2. Acceptability Criteria

- a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.
- b. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

E. Illumination and Electricity

1. Performance Requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

2. Acceptability Criteria

- a. There must be at least one window in the living room and in each sleeping room.
- b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.

- c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

F. Structure and Materials

1. Performance Requirement

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

2. Acceptability Criteria

- a. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
- b. The roof must be structurally sound and weather tight.
- c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
- d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
- e. Elevators must be working and safe.

G. Interior Air Quality

1. Performance Requirement

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

2. Acceptability Criteria

- a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
- b. There must be adequate air circulation in the dwelling unit.

- c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.
- d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

H. Water Supply

1. Performance Requirements

The water supply must be free from contamination.

2. Acceptability Criteria

The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

I. Lead-based Paint

1. Definitions

- a. Chewable surface: Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.
- b. Component: An element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.
- c. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling, or loose.
- d. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.
- e. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.
- f. Lead-based paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1

milligram per centimeter squared (mg/cm²), or 0.5 % by weight or 5000 parts per million (PPM).

2. Performance Requirements

- a. The purpose of this paragraph of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR 35.24(b)(4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.
- b. The requirements of this paragraph of this Section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.
- c. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part), must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph k of this Section.
- d. The Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph 1(f) of this Section. For purposes of this Section, a qualified lead-based paint inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.
- e. Treatment of defective paint surfaces required under this Section must be completed within 30 calendar days of Housing Authority notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces within the 30-day period, treatment as required by paragraph k of this Section may be delayed for a reasonable time.
- f. The requirements in this paragraph apply to:
 - i. All painted interior surfaces within the unit (including ceilings but excluding furniture);

- ii. The entrance and hallway providing access to a unit in a multi-unit building; and
 - iii. Exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
- g. In addition to the requirements of paragraph c of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.
- h. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this Section is required, and treatment shall be completed within the time limits in paragraph c of this Section.
- i. The requirements in paragraph g of this Section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age:
 - i. Within the unit;
 - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
 - iii. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
- j. In lieu of the procedures set forth in paragraph g of this Section, the housing authority may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior

chewable surfaces in accordance with the methods set out in paragraph k of this Section.

- k. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:
 - i. A defective paint surface shall be treated if the total area of defective paint on a component is:
 - (1) More than 10 square feet on an exterior wall;
 - (2) More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls;
 - (3) More than 10% of the total surface area on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards and trim.
 - ii. Acceptable methods of treatment are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydroblasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.
 - iii. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydroblasting or high pressure wash, and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.
 - iv. During exterior treatment soil and playground equipment must be protected from contamination.

- v. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.
- vi. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.
- l. The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.
- m. Prior to execution of the HAP contract, the owner must inform the Housing Authority and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.
- n. The Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, the Housing Authority must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, the Housing Authority must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a voucher to move.
- o. The Housing Authority must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the Housing Authority must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested or tested and treated in accordance with the standards prescribed in this Section, such chewable surfaces do not have to be tested or treated at any subsequent time.

J. Access

1. Performance Requirements

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

K. Site and Neighborhood

1. Performance Requirements

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

L. Sanitary Condition

1. Performance Requirements

The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation.

M. Smoke Detectors

1. Performance Requirements

a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke

detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

- f. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993, in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).
- N. The SFHA will utilize the acceptability criteria as outlined above with applicable State and local codes.

12.4 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS

A. Correcting Initial HQS Fail Items

The SFHA will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 5 working days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails HQS again, the owner and the participant will be advised to notify the SFHA to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements.

B. HQS Fail Items for Units under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item list below), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, the SFHA will abate payment and terminate the contract in accordance with Sections 12.7 and 17.0(B)(3).

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, the SFHA will terminate assistance for the family in accordance with Sections 12.2(B) and 17.0(B)(3).

C. Time Frames for Corrections

1. Emergency repair items must be abated within 24 hours.
2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours.
3. Non-emergency items must be completed within 30 days of the initial inspection.
4. For major repairs, the owner will have up to 30 days or as approved by the SFHA to complete.

D. Extensions

At the sole discretion of the SFHA, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 30 days, or the designated additional time periods approved by SFHA after the initial inspection date, SFHA will abate the rent. If the noted repairs are not corrected within the 6-month abatement effective date, the SFHA shall cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted by SFHA upon good cause shown.

12.5 EMERGENCY FAIL ITEMS

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

- A. No hot or cold water
- B. No electricity
- C. Inability to maintain adequate heat
- D. Major plumbing leak
- E. Natural gas leak

- F. Broken lock(s) on all entry and assessable windows
- G. Broken windows that unduly allow weather elements into the unit
- H. Electrical outlet smoking or sparking
- I. Exposed electrical wires which could result in shock or fire
- J. Unusable toilet when only one toilet is present in the unit
- K. Security risks such as broken doors or windows that would allow intrusion
- L. Other conditions which pose an immediate threat to health or safety

12.6 ABATEMENT

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within in the required timeframe, the rent for the dwelling unit will be abated.

When the deficiencies are corrected, the SFHA will end the abatement the day the unit passes inspection. Rent will resume the following day and be paid the first day of the next month.

For tenant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The tenant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, the SFHA will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

13.0 RECERTIFICATION

13.1 ANNUAL REEXAMINATION

At least annually the SFHA will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

The SFHA will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. The letter includes forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances. All income and assets shall be verified using third party income verification. This is defined as verification that has not been touched by the tenant/applicant. In the interest of time, once 3rd party income verification has been sent out, rent calculations will be completed once all 2nd party verification from the providing source has been secured. Once the 3rd Party Verification documentation is received in the office, staff will compare the 2nd and 3rd party verifications to see if there is the need to adjust the rent calculation. If the 3rd party verification is not returned, staff will document that an attempt was made to retrieve 3rd party documentation, by placing a copy of the 3rd party request for verification in the file and accept the 2nd party verification as adequate proof of income/asset verification.

Upon receipt of verification, the SFHA will determine the family's annual income and will calculate their family share.

13.1.1 Effective Date of Rent Changes for Annual Reexaminations

The new family share will generally be effective upon the anniversary date with 30 days notice of any rent increase to the family. [In the event of a reduction in the Payment Standard of more than 5 %, notice of a rent adjustment to the family will be extended beyond the stated notice above by sixty days.](#)

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30 day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

13.1.2 Re-examination by mail

The SFHA's Section 8 program will complete a minimum of 30% of re-examinations by mail.

All first time re-examinations must be completed at the SFHA's Section 8 office unless requested as a reasonable accommodation by a disabled individual.

All seniors or disabled persons may request their re-examinations completed by mail after the first year.

Mailing procedures

1. A detail explanation of the mailing procedures will be included in the mail out package
2. All appropriate forms will be sent for the family's signature
3. A self addressed stamped envelop will be enclosed in the packet for returning all forms
4. The families have 15 days to return the form

After receiving all documentation the SFHA will determine the family's annual income and will calculate their family share.

13.1.3 Effective dates of interim re-examinations of rent

Income changes must be reported within 30-days. Changes that decrease the amount of rent payment made by the participant will be made effective the first of the month following the receipt of the notice to SFHA. However, this provision will not apply and no retroactive changes will be made if the notice of the change is not reported timely.

Changes that increase the amount of payment made by the tenant will be effective at the time of the annual re-examination.

If the annual re-examination is less than 30 days away the change will take effect on the first day of the second month following the date in which the change occurs.

If a family had requested a rent adjustment due to a loss of income (i.e. losing a job, going on unemployment or disability) where the rent was adjusted downward the first of the month following the receipt of written notice, and if this same family begins working again or the income is increased due to other sources (i.e. social security), the rent may be increased following a minimum 30-day written notice to the family.

For [elderly/disabled](#) families moving from TANF to work the increase in rent will not become effective for at least 6 months regardless of the annual re-examination date.

An interim re-examination will not be required if the participant requests to move to a new unit within 60 days of the last annual re-examination provided that the income verification is not more than 120 days old from the new lease effective date.

Errors made by the SFHA will not adversely affect the participant. Errors that resulted in overpayment of rent by the participant will be reimbursed to the participant. Errors by the SFHA that resulted in underpayment of rent by the tenant will not result in a retroactive payment from the tenant. The change in rent will be made effective the first of the second month following notice to the participant and owner.

As stated in the Quality Housing and Work Responsibility Act (QHWR) of 1998. Income changes resulting from welfare program requirements. 1) If a family's welfare benefits are lowered due to the family's failure to comply with program requirements the HA must not reduce the family's rent. 2) HA's are not to consider a loss of benefits due to the expiration of lifetime time limits as a failure to comply and the HA must lower the tenant's rent. 3) If the family's benefits are reduced because of fraud the HA must not lower the rent.

13.1.4 Missed Appointments

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the SFHA taking action to terminate the family's assistance.

13.2 INTERIM REEXAMINATIONS

During an interim reexamination only the information affected by the changes being reported will be reviewed and verified.

Families will be required to report any increase in income or decreases in allowable expenses between annual reexaminations. However adjustments in tenant portion may not be made until the annual reexamination in accordance with paragraph Sub Section 13.1.3 above.

Families are required to report the following changes to the SFHA between regular reexaminations. These changes will trigger an interim reexamination.

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.

C. Family break-up

In circumstances of a family break-up, the SFHA will make a determination of which family member will retain the voucher, taking into consideration the following factors:

1. To whom the voucher was issued.
2. The interest of minor children or of ill, elderly, or disabled family members.
3. Whether the assistance should remain with the family members remaining in the unit.
4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the SFHA will be bound by the court's determination of which family members continue to receive assistance in the program.

Because of the number of possible different circumstances in which a determination will have to be made, the SFHA will make determinations on a case by case basis.

The SFHA will issue a determination within 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 16.3.

In order to add a household member other than through birth or adoption (including a live-in aide) the family must request that the new member be added to the lease. Adding the new member to the lease requires the landlord's approval. The individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number if they have one, and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. The SFHA will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, the SFHA will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the

income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 13.2.2.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the SFHA will take timely action to process the interim reexamination and recalculate the family share.

13.2.1 Special Reexaminations

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the SFHA may schedule special reexaminations every 90 days until the income stabilizes and an annual income can be determined.

13.2.2 Effective Date of Rent Changes Due to Interim or Special Reexaminations

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

14.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE SFHA

The Housing Authority may at any time terminate program assistance for a participant, because of any of the actions or inaction by the household:

- A. If the family violates any family obligations under the program.
- B. If a family member fails to sign and submit consent forms.
- C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the SFHA determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.
- D. If any member of the family has ever been evicted from public housing.
- E. If the Housing Authority has ever terminated assistance under the Certificate or Voucher Program for any member of the family.
- F. If any member of the family commits drug-related criminal activity, or violent criminal activity.
- G. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.
- H. If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.
- I. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- J. If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority. (The Housing Authority, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. The Housing Authority may prescribe the terms of the agreement.)

- K. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
- L. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.
- M. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.
- N. Have a family member who is illegally using a controlled substance or abuses alcohol, or engages in any other criminal activity which may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The SFHA may waive this requirement if:
 - 1. The person demonstrates to the SFHA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 - 2. The person has successfully completed a supervised drug or alcohol rehabilitation program;
 - 3. The household member who engaged in drug-related criminal activity or alcohol abuse and behavior that interfered with the health and safety or right to peaceful enjoyment of the premises by other residents is removed from the family household composition;
 - 4. The person has otherwise been rehabilitated successfully as determined by the SFHA based on evidentiary supporting material; or
 - 5. The person is participating in a supervised drug or alcohol rehabilitation program.

15.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, AND INFORMAL HEARINGS FOR PARTICIPANTS

15.1 COMPLAINTS

The SFHA will investigate and respond to complaints by participant families, owners, and the general public. The SFHA may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

15.2 INFORMAL REVIEW FOR THE APPLICANT

A. Informal Review for the Applicant

The SFHA will give an applicant for participation in the Section 8 Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the SFHA decision. The notice will state that the applicant may request an informal review within 10 business days of the denial and will describe how to obtain the informal review.

B. When an Informal Review is not Required

The SFHA will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under the SFHA subsidy standards.
2. A SFHA determination not to approve an extension or suspension of a voucher term.
3. A SFHA determination not to grant approval to lease a unit under the program or to approve a proposed lease.
4. A SFHA determination that a unit selected by the applicant is not in compliance with HQS.
5. A SFHA determination that the unit is not in accordance with HQS because of family size or composition.
6. General policy issues or class grievances.
7. Discretionary administrative determinations by the SFHA.

C. Informal Review Process

The SFHA will give an applicant an opportunity for an informal review of the SFHA decision denying assistance to the applicant. The procedure is as follows:

1. The review will be conducted by any person or persons designated by the SFHA other than the person who made or approved the decision under review or a subordinate of this person.
2. The applicant will be given an opportunity to present written or oral objections to the SFHA decision.
3. The SFHA will notify the applicant of the SFHA's decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the SFHA will consider evidence of whether the household member:

1. 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;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

E. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The applicant family may request that the SFHA provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision to request the review.

15.3 INFORMAL HEARINGS FOR PARTICIPANTS

A. When a Hearing is Required

1. The SFHA will give a participant family an opportunity for an informal hearing to consider whether the following SFHA decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and SFHA policies:
 - a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
 - b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the SFHA utility allowance schedule.
 - c. A determination of the family unit size under the SFHA subsidy standards.
 - d. A determination that a Voucher Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the SFHA subsidy standards, or the SFHA determination to deny the family's request for an exception from the standards.
 - e. A determination to terminate assistance for a participant family because of the family's action or failure to act.

- f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the SFHA policy and HUD rules.
 - g. Denial of Assistance on the Basis of Ineligible Immigration Status.
- 2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, the SFHA will give the opportunity for an informal hearing before the SFHA terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not Required

The SFHA will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

- 1. Discretionary administrative determinations by the SFHA.
- 2. General policy issues or class grievances.
- 3. Establishment of the SFHA schedule of utility allowances for families in the program.
- 4. A SFHA determination not to approve an extension or suspension of a voucher term.
- 5. A SFHA determination not to approve a unit or lease.
- 6. A SFHA determination that an assisted unit is not in compliance with HQS. (However, the SFHA will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
- 7. A SFHA determination that the unit is not in accordance with HQS because of the family size.
- 8. A determination by the SFHA to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

- 1. In the cases described in paragraphs 16.3(A)(1)(a), (b), and (c), of this Section, the SFHA will notify the family that the family may ask for an explanation of the basis of the SFHA's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

2. In the cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, the SFHA will give the family prompt written notice that the family may request a hearing within 10 business days of the notification. The notice will:
 - a. Contain a brief statement of the reasons for the decision; and
 - b. State this if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 business days of the notification.

D. Hearing Procedures

The SFHA and participants will adhere to the following procedures:

1. Discovery
 - a. The family will be given the opportunity to examine before the hearing any SFHA documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the SFHA does not make the document(s) available for examination on request of the family, the SFHA may not rely on the document at the hearing.
 - b. The SFHA will be given the opportunity to examine, at the SFHA's offices before the hearing, any family documents that are directly relevant to the hearing. The SFHA will be allowed to copy any such document at the SFHA's expense. If the family does not make the document(s) available for examination on request of the SFHA, the family may not rely on the document at the hearing.

Note: The term document includes records and regulations.

2. Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

3. Hearing Officer

- a. The hearing will be conducted by any person or persons designated by the SFHA, other than a person who made or approved the decision under review or a subordinate of this person.

- b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the SFHA hearing procedures.

4. Evidence

The SFHA and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

6. Effect of the Decision

The SFHA is not bound by a hearing decision:

- a. Concerning a matter for which the SFHA is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under the SFHA hearing procedures.
- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- c. If the SFHA determines that it is not bound by a hearing decision, the SFHA will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

- E. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing

Authority may permit the other members of a participant family to continue receiving assistance. The Housing Authority may terminate assistance or uphold the appeal and permit continued participation in the subsidy program.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the SFHA will consider evidence of whether the household member:

1. 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;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

The participant family may request that the SFHA provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision.

F. Appeal Of Hearing Officer's Decision

In the event a participant wishes to appeal the hearing officer's decision, they must submit a written request for Administrative Review by the Administrator of the Section 8 Housing Department along with all supporting documentation. The Administrative Review will not include another hearing. The decision of the Administrator of the Section 8 Department will be final.

16.0 TERMINATION OF THE LEASE AND CONTRACT

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by the SFHA. Under some circumstances the contract automatically terminates.

A. Termination of the lease

1. By the family

The family may terminate the lease without cause upon proper notice to the owner and to the SFHA after the first year of the lease. The length of the notice that is required is stated in the lease (generally 30 days).

2. By the owner.

a. The owner may terminate the lease during its term and in accordance with the provisions of the Rent Ordinance for the following reasons:

- i. Serious or repeated violations of the terms or conditions of the lease;
- ii. Violation of Federal, State, or local law that impose obligations on the tenant in connection with the occupancy or use of the unit and its premises;
- iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;
- iv. Any drug-related criminal activity on or near the premises;
- v. Other good cause. Other good cause may include, but is not limited to:
 - (1) Failure by the family to accept the offer of a new lease;
 - (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;

(3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit; or to renovate the unit,

b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.

c. The owner may only evict the tenant by instituting court action. The owner must give the SFHA a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.

3. Termination of the Lease by mutual agreement

The family and the owner may at any time mutually agree to terminate the lease.

B. Termination of the Contract

1. Automatic termination of the Contract

a. If the SFHA terminates assistance to the family, the contract terminates automatically.

b. If the family moves out of the unit, the contract terminates automatically.

c. The contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

2. Termination of the contract by the owner

The owner may only terminate tenancy in accordance with lease and State and local law.

3. Termination of the HAP contract by the SFHA

The Housing Authority may terminate the HAP contract because:

a. The Housing Authority has terminated assistance to the family.

b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.

- c. The unit is larger than appropriate for the family size or composition under the Housing Choice Voucher Program.
- d. When the family breaks up and the SFHA determines that the family members who move from the unit will continue to receive the assistance.
- e. The SFHA determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.
- f. The owner has breached the contract in any of the following ways:
 - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.
 - ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937.
 - iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
 - iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement;
 - v. If the owner has engaged in drug trafficking.

4. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, the Housing Authority will continue to make payments until the owner obtains a judgment or the family moves out.

17.0 IMPLEMENTATION OF COST SAVING MEASURES DUE TO HAP SHORTFALL AS A RESULT OF CONGRESSIONAL APPROPRIATIONS ACTIONS

If the sfha experiences a shortfall in Housing Assistance Payments (HAP) funding as a result of Congressional action thru the Federal Appropriations process, the SFHA may implement a series of procedures to ensure that the fiscal solvency of the SFHA is maintained while minimizing the impact on participating families.

These procedures may include but are not limited to:

- Implementing mass rent-reasonableness re-determination
- Adjusting the Payment Standard
- Adjusting Occupancy Standards to reflect a basic two persons per bedroom regardless of age or sex or relationship policy.
- Requesting HUD authority to adjust the percentage of income a family pays for rent
- Not re-issuing turn-over units
- Not Absorbing Portability Clients from jurisdictions with higher Payment Standards
- Rescinding vouchers for the number of families necessary to meet financial obligations of the Section 8 Program. In the event this option is implemented, priority will be given to senior and/or disabled households. Following this exemption, selection will be done by random lottery.

18.0 INTELLECTUAL PROPERTY RIGHTS

No program receipts may be used to indemnify contractors or subcontractors of the SFHA against costs associated with any judgment of infringement of intellectual property rights.

19.0 SFHA OWNED HOUSING

Units owned by the SFHA and not receiving subsidy under any other program are eligible housing units for Housing Choice Voucher holders. In order to comply with federal regulation, the SFHA will do the following:

- A. The SFHA will make available through the briefing process both orally and in writing the availability of SFHA owned units (notification will also include other properties owned/managed by the private sector available to Housing Choice Voucher holders).
- B. The SFHA will obtain the services of an independent entity to perform the following SFHA functions:
 - 1. Determine rent reasonableness for the unit. The independent entity will communicate the rent reasonableness determination to the family and the SFHA.
 - 2. To assist the family in negotiating the rent.
 - 3. To inspect the unit for compliance with HQS.
- C. The SFHA will gain HUD approval for the independent agency/agencies utilized to perform the above functions
- D. The SFHA will compensate the independent agency/agencies from our ongoing administrative fee income.
- E. The SFHA, or the independent agency/agencies will not charge the family any fee or charge for the services provided by the independent agency.

20.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM

A. New HAP Contracts

On and after October 1, 1999, the SFHA will only enter into a HAP contract for a tenancy under the voucher program, and will not enter into a new HAP contract for a tenancy under the certificate program.

B. Over-FMR Tenancy

If the SFHA had entered into any HAP contract for an over-FMR tenancy under the certificate program prior to the merger date of October 1, 1999, on and after October 1, 1999 such tenancy shall be considered and treated as a tenancy under the voucher program, and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b)(2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999.

C. Voucher Tenancy

If the SFHA had entered into any HAP contract for a voucher tenancy prior to the merger date of October 1, 1999, on and after October 1, 1999 such tenancy will continue to be considered and treated as a tenancy under the voucher program, and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b) (2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999.

D. Regular Certificate Tenancy

The SFHA will terminate program assistance under any outstanding HAP contract for a regular tenancy under the certificate program entered into prior to the merger date of October 1, 1999 at the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999. Upon such termination of assistance, the HAP contract for such tenancy terminates automatically. The SFHA will give at least 120 days written notice of such termination to the family and the owner, and the SFHA will offer the family the opportunity for continued tenant-based assistance under the voucher program. The SFHA may deny the family the opportunity for continued assistance in accordance with 24 CFR 982.552 and 24 CFR 982.553.

21.0 HOME OWNERSHIP OPTION

The Section 8 Home Ownership Assistance (HOA) Program final rule implements an amendment to the regulations for the Section 8 tenant-based rental voucher program at 24 Code of Federal (CFR) part 982, and is added as a new “special housing type,” under Subpart M. The amendments implement Section 8(y) of the United States Housing Act of 1937, as amended by Section 555 of the Quality Housing and Works Responsibility Act of 1998. Section 8(y) authorizes a Public Housing Agency (PHA) to provide tenant based assistance for an eligible family that purchases a dwelling unit that will be occupied by the family. Homeownership assistance offers a new option for families that receive Section 8 tenant based assistance.

The San Francisco Housing Authority (SFHA) hereby establishes and shall administer the HOA program in accordance with the rules and regulations outlined in the 24 CFR Section 982. Following are the policies and procedures for the operation of the SFHA HOA Program that will govern the operation of the HOA program for the SFHA and are included in the Section 8 Administrative Plan.

The SFHA shall establish a Home Ownership Advisory Committee to assist with the development of the SFHA’s HOA program to include, but not limited to, representatives from the following agencies:

San Francisco Mayor’s Office of Housing
San Francisco Redevelopment Agency
San Francisco Housing Development Corporation
Bank of America Community Reinvestment
San Francisco Board of Realtors
Housing Conservation and Development Corporation
Federal Home Loan Bank of San Francisco

The SFHA shall add additional representatives to the Committee as assessments are made to ascertain the effectiveness of this working group.

21.1 FAMILY ELIGIBILITY AND QUALIFICATION

To qualify for the HOA program a family must meet the following eligibility criteria:

1. A family must meet the requirements for admission to or continued participation in the SFHA tenant-based Section 8 Housing Choice Voucher Program
2. Must be a “First Time Home Buyer”. To qualify as a First-time homeowner the family must meet one of the following definitions:
 - the assisted family may not include any person who owned a “present ownership interest” in a residence of any family member during the three years before the commencement of homeownership assistance for the family
 - A single parent or displaced homemaker, who while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse
 - Cooperative Members. Residents of limited equity cooperatives are eligible for the home ownership option. A family that owns or is acquiring shares in a cooperative is considered a first time home buyer, as the rule allows assistance for a family that already owns cooperative shares before commencement of Section 8 homeownership assistance, not just for a family that acquires cooperative shares for the first time with the support of such assistance. (Title to a mobile home is not considered as a home ownership for purposes of this option).
3. At least one or more of the family members who will purchase the home must be employed on a full-time basis for a minimum of twelve consecutive months prior to the application to participate in the HOA program. The minimum employment income is equal to 2000 hours at the federal minimum wage. Employment must be for not less than an average of 30 hours per week. The employment requirement does not apply to a family that includes an elderly or disabled person, or to families that include a disabled person, if granting such an exemption is needed as a reasonable accommodation. The minimum employment requirement will only be applied to determine initial eligibility and at each time the family requests to move with continued HOA. Or, in the case of a family member who will purchase the interest of the home of another family member who has ownership interest in the home.

For eligibility purposes, the SFHA shall count the welfare income of an elderly or disabled.

4. Successive and breaks of employment lasting for more than a thirty (30) day period shall be reviewed by the SFHA on a case by case basis.
5. The head of household must be a member of the Section 8 Family Self Sufficiency (FSS) program for a minimum period of at least one year, including the development of an Individual Training and Service Plan, and are meeting the obligations of their FSS contract. Or the family may be a former member of the FSS program who has successfully completed the program. Upon acceptance into the HOA program, the family is required to re-enter the FSS program. Upon re-entry, the family will not have to meet

the minimum two year FSS requirement before they are allowed to enter the HOA program, but must have completed the development of their FSS Individual Training and Services Plan. The family will be required to meet all other obligations and pre requirements of the HOA program. Elderly and disabled persons are exempt from the requirement to participate in the FSS program, but are not prohibited from participation.

6. The family cannot include members who have defaulted on a mortgage obtained while in a HOA program. Any family that has previously defaulted on a mortgage obtained in the HOA program is permanently barred from participation in the HOA program.
7. The family is in “Good Standing” with the SFHA. Good Standing is defined as a family who does not have a debt with the SFHA or another Housing Authority. Before approval to enter the HOA program the family must re-pay all outstanding debts to the SFHA or other Housing Authority.
8. A family that has failed to establish a repayment agreement on a debt with the SFHA, or has failed to honor an established repayment agreement with the SFHA, or an other Housing Authority, shall be required to satisfy the debt before the family is allowed to enter the HOA program.
9. If a family is an existing member of the FSS program and develops a debt with the SFHA, the family shall not be allowed to enter the HOA program until it has paid the debt in full. If the debt is a result of fraudulent activity on the part of the family member who has executed an FSS Contract of Participation, the SFHA, the family will be terminated from the FSS program and forfeit any escrow saved.
10. [An eligible Public Housing resident pursuant to appropriate authorization through an approved HUD grant that authorizes a Public Housing Family to participate in the Section 8 Homeownership Program. All other qualifying criteria applies to the Public Housing Family except FSS participation. However, upon acceptance, the families would be required to register with and participate in the Section 8 FSS program as a condition of HOA participation](#)

21.2 SFHA HOA PROGRAM SIZE

The SFHA shall initially operate a HOA program of fifty households, and shall increase the program size at its sole discretion. The program size shall not exceed five percent of the SFHA’s total tenant-based Housing Choice Vouchers.

21.3 OUTREACH

The SFHA shall utilize the following outreach efforts to inform potential HOA program participants and organizations involved in the home purchase field:

- a) Information workshops for prospective participants.

- b) Information workshops for Lenders, Realtors, community-based and other applicable organizations.
- c) Development of brochures, letters, memos and flyers for prospective program participants
- d) A Homeownership Program Fact Sheet will be included in the tenant information packet during Section 8 program briefings. The Fact sheet shall include a description of the HOA program, minimum program requirements and an application section to join the FSS program.
- e) Fact Sheets/FSS applications shall be provided to Section 8 participants during their annual re-certifications.
- f) Brochures about the HOA program will be placed in local consumer credit counseling agency offices, check cashing facilities, banks, mortgage companies and other applicable organizations who are working in cooperation with the SFHA.

21.4 HOME OWNERSHIP COUNSELING

Prior to approval of participation in the HOA program, each family must attend and satisfactorily complete Home Buyer Education Counseling, offered by a HUD approved counseling agency and/or the SFHA. Minimum pre-assistance counseling includes the following:

- A. Credit counseling
- B. Money management and budgeting
- C. How to negotiate the purchase price of a home
- D. How to get home ownership financing (pros & cons of different financing)
- E. How to find a home (including information about homeownership opportunities, schools, and transportation.
- F. Real Estate settlement procedures
- G. Fair Housing and local fair housing agencies
- H. How to avoid and identify predatory lending and high risk loans.

21.5 FAMILY OBLIGATIONS AND CONTINUED ASSISTANCE REQUIREMENTS:

The family must execute a Statement of Family Obligations. In the statement, the family agrees to specific obligations, rules and requirements of the HOA program as follows:

21.5.1 OCCUPANCY OF THE HOME

HOA assistance will be paid while the family is residing in the home. If the family moves out of the home, the SFHA will not continue HOA payments beyond the month the family moved out. The family or lender is not required to refund to the SFHA the HOA payment for the balance of the month the family moved out.

21.5.2 COMPLIANCE WITH THE MORTGAGE

1. The family must comply with the terms of the mortgage securing debt incurred to purchase the home, and any refinancing of such debt.

2. The family must obtain written approval from the SFHA before securing any refinance or equity loan.
3. During the time the family receives home ownership assistance, no family member may have any ownership interest in any other residential property.

21.5.3 PROHIBITION AGAINST CONVEYANCE OR TRANSFER OF THE HOME

- a. So long as the family is receiving HOA, they may not sell, convey or transfer any interest in the home to any entity or person other than a member of the assisted family residing in the home. If the family chooses to sell the home to another family member, they must inform the SFHA of their intent prior to the sale, and receive written consent from the SFHA before commencing with any sale, refinance or transfer of interest. The family is required to provide the SFHA with applicable documentation related to any sale, refinance, or transfer.

Upon the death of a family member who holds, in whole or in part, title to the home or ownership of cooperative membership shares for the home, HOA assistance may continue pending settlement of the decedent's estate, notwithstanding transfer of the title by operation of the law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members. The family is required to inform the SFHA of the decedent's death within fourteen (14) days of its occurrence.

21.5.4 THE FAMILY MUST PROVIDE THE SFHA WITH THE FOLLOWING INFORMATION

- a. Any mortgage or other debt incurred to purchase the home, and any refinancing of such debt (including information needed to determine whether the family has defaulted on the debt, and the nature of any such default, and information on any satisfaction or payment of the mortgage debt;
- b. Any sale or other transfer of any interest in the home.
- c. The family's homeownership expenses. During each annual re-certification, the family is required to document that it is current on mortgage, insurance and utility payments.

21.6 RELOCATION – SEE PORTABILITY

The family is prohibited from moving more than once in a twelve-month period. The family will be required to participate in pre or post-counseling prior to re-housing if more than two years have passed since the family initially entered the HOA program, or if significant HOA regulation changes have occurred that might affect the family's continued eligibility.

21.7 NOTICE OF MOVE-OUT AND MORTGAGE DEFAULT

The family must notify the SFHA of its intent to move out of the home by supplying the SFHA with an advanced written thirty-day notice.

The family will notify the SFHA in advance if any family member who owns, in whole or in part, any ownership interest in the home moves out.

The family must notify the SFHA if the family defaults on a mortgage securing any debt incurred to purchase the home within fourteen days of default.

21.8 CHANGES IN FAMILY INCOME/HOUSEHOLD COMPOSITION

The Family must inform the SFHA of any changes in the sources and amounts of family income and notify the SFHA of any changes in the family composition within fourteen (14) days of the change.

1. The family must comply with the obligations of the HOA program.
2. The family must not sublease or assign the property.
3. No family member may commit fraud, bribery or any other corrupt or criminal act in connect with the program.
4. No family member must participate in illegal drug or violent criminal activity.

21.9 COMPLIANCE WITH THE FAMILY SELF SUFFICIENCY (FSS) PROGRAM

The family must comply with the terms and requirements of the FSS program and their FSS Contract of Participation. Elderly and disabled persons are exempt from the requirement to participate in the FSS program, but are not prohibited from participation.

21.10 ONGOING COUNSELING

The family must participate in SFHA or it's designee offered home ownership counseling on at least an annual basis for the first five years the family participates in the HOA program, and each time the family moves, with continued assistance, within the jurisdiction of the SFHA.

21.11 FAMILY SEARCH AND HOME PURCHASE

21.12 HOMEOWNERSHIP PROGRAM BRIEFING

The family shall attend a briefing about the HOA program. At a minimum, the briefing will include the following subjects:

- a) A detailed explanation of the HOA and how it differs from the Section 8 rental assistance program.
- b) Information about HUD approved homebuyer education counseling programs, and the conditions for satisfactorily completion and verification of attendance.
- c) Issuance of the HOA voucher.
- d) A list of some types of loans that are approved for use with the HOA program
- e) An explanation of how SFHA assistance portion is calculated
- f) A fact Sheet to potential lenders explaining the HOA program

- g) A list of required documents the family must provide to the SFHA to include the following:
 - 1. Verification of funds for the family's 3% initial down-payment investment.
 - 2. A copy of the contract of sale and purchase.
 - 3. A copy of the professional home inspection report.
 - 4. A copy of the pest report for home to be purchased, where available.
 - 5. A copy of the home purchase closing documents.
- h) A statement of family obligation and responsibility.
- i) Other related documents as deemed necessary by the Housing Authority.

21.13 HOA VOUCHER TIME LIMITS AND EXTENSIONS

The family shall be issued a Voucher for an initial period of sixty (60) days. If the family has not found a home to purchase within the initial (60) day period, the family may be granted an additional (60) days. If all necessary loan approvals, home inspections and escrow closing do not occur within the second (60) day period, the family may submit a written request for an extension for an additional (60) days to the Housing Authority. The combined maximum period cannot exceed six months. Any further extension will be at the discretion of the Section 8 Program Administrator or his assignee. The family may at any time during the six months period decide to cancel their HOA voucher and maintain their Section 8 tenant-based rental assistance status.

If the family has executed a contract of sale and fails to complete the sale for reasons other than those beyond their control, such as not securing a loan, the home fails inspections, or the sellers' failure to meet the conditions outlined in the contract of sale, the family's HOA participation request may be withdrawn by the SFHA. If a withdrawal occurs, the family will be required to wait one year before it will be allowed to participate in the HOA program.

21.14 NEW VOUCHER HOLDER

The SFHA reserves the right to restrict HOA to current Section 8 participants. New voucher holders will be given information about the HOA program for future consideration, but will not be allowed to participate in the HOA program until they have maintained residency within the city and county of San Francisco as a Section 8 participant for at least one year, [except as indicated in Section 21.1.10.](#)

Extensions on the time to locate a home shall be approved at the discretion of the Leased Housing Administrator or his appointee on a case by case basis.

21.15 MINIMUM FAMILY DOWN-PAYMENT/EQUITY REQUIREMENT

The Family must contribute a minimum of 3% of the purchase price of the home with income taken from the family's personal resources.

Not more than two and a half (2.5%) percent of the 3% down-payment may be advanced from the family's FSS escrow account. A family may combine personal savings along with an amount from their FSS program escrow account to accumulate the total 3% downpayment.

The family must be able to demonstrate to the satisfaction of the SFHA that it has the 3% minimum on deposit with a banking, savings and loan or other financial institution, or in an FSS program escrow account. Documents that may be acceptable forms of verification may include the following:

1. Checking/savings account statements for the last three months.
2. An FSS escrow account balance report or letter.

Finance Requirements and Loan Affordability

The family is responsible for securing their own loan financing for participation in the HOA program. All loans must comply with secondary mortgage market underwriting requirements. If the loan is financed with FHA mortgage insurance such financing is subject to FHA mortgage insurance requirements. The SFHA reserves the right to review lender qualifications, loan terms, or other debt to determine that the debt is affordable. The family must provide the SFHA with a copy of their loan documents for approval by the SFHA prior to an offer to purchase or execution of a contract of sale. The loan document must include the names of all persons that are party to the loan.

If a mortgage is not FHA insured, the SFHA will require the lender to comply with generally accepted mortgage underwriting standards consistent with those of HUD/FHA, Ginnie Mae, Fannie Mae, Freddie Mac, California Finance Agency (CFA), the Federal Home Loan Bank or other private lending institutions.

The family's loan finance terms must be approved by the SFHA prior to the close of escrow and before the family executes a contract of sale. The SFHA will determine the family's affordability of their finance terms, taking into account other family expenses including, but not limited to, childcare, un-reimbursed medical expenses, transportation cost, education and training expenses.

21.16 LOAN RESTRICTIONS

The SFHA has identified that certain types of funding sources are considered high risk and could work towards the detriment of the family's successful participation in the HOA program. Following are some of the types of loans and financing that are not approved for use with the HOAO program:

1. Balloon Payments.
2. Variable rate loans without a maximum ten percent interest rate cap.
3. Fixed rate loans with interest rates exceeding 10% percent.
4. Loans including other persons other than those listed in the family HOA application with the SFHA.

5. Seller financed loans (Exemption to this provision will be reviewed on a case by case basis).
6. Other types of loans that come to the attention of the SFHA that demonstrate a high risk factor - to be decided on a case by case basis.

There is no prohibition against using local or State Community Development Block Grant (CDBG) or other subsidized financing in conjunction with the HOA program.

21.17 CONTRACT OF SALE

1. A family must execute a purchase agreement or contract of sale with the owner of the property to be purchased. The exception is in the case of cooperative members, with existing cooperative shares.
2. All purchase agreements or contract of sale must include a provision for the SFHA to inspect the property, in addition to an inspection of the home by a licensed professional home inspector. The contract must state that the purchaser is not obligated to purchase the home unless such inspections are satisfactory to the SFHA.
3. The contract must include language stating that the purchaser is not obligated to pay for any necessary repairs without SFHA approval.
4. The contract must include language stating that the purchaser is not obligated to purchase the home if the mortgage finance terms are not approved by the SFHA
5. The contract must contain a seller certification that the seller is not debarred, suspended, or subject to limited denial of participation, under 24 CFR part 24.

21.18 LOAN DISAPPROVAL

The SFHA reserves the right to determine if the family's finance terms to secure a mortgage are acceptable under the HOA program. The SFHA decision to deny a loan shall be based on the following:

- a. The loan terms are considered high risk, ie balloon payment,
- b. Includes a variable interest rate with a cap exceeding ten percent.
- c. The family income, combined with housing assistance, is insufficient to cover all housing costs.
- d. The loan or purchase contract has terms and conditions that are burdensome and inconsistent with the HOA program rules and objective.

In the event of an appeal of the decision by the family, the Leased Housing Administrator or his assignee will review the decision.

During the initial HOA program briefing the family will receive a list of certain types of loans that are not approved for use with the HOA program. However, in the event a family secures a loan type that has been categorized as “unapproved,” the Housing Authority will take the following action:

1. The family will be issued a Notice of Loan Disapproval. The notice will state the reason for the disapproval, and inform the family that they must seek another type of financing.
2. The time between submission of the loan documents and the disapproval will not be counted against the family time to find a home under the HOA program.

21.19 SELECTING REALTORS AND AGENTS

The family shall be responsible for selecting their own real estate agents, inspectors and representatives. The SFHA will not direct a family to any specific sales representatives, lenders, mortgage companies or real estate agents.

The SFHA will maintain on site data/information about real estate lenders, sales agents, down-payment programs and more which the family may choose to use at their discretion. The SFHA has established the cooperation of the following public and private organizations, which the family may choose to use at their discretion:

1. San Francisco Mayor’s Office Housing and Community Development:
Down Payment Assistance (DALP) Program
Mortgage Credit Certificate (MCC) Program
1st Time Home Buyer Program
Mayor’s Condominium Resale Program
2. San Francisco Consumer Credit Counseling Agency
3. San Francisco Housing Development Corporation
4. Bank of America
5. San Francisco Redevelopment Agency

21.20 TYPE OF HOME AND PERMITTED OWNERSHIP ARRANGEMENTS

The SFHA must determine that the home is eligible. A family approved for HOA may purchase the following type of home within the City and County of San Francisco:

1. New or existing home;
2. Single family home;
3. Condominium;
4. Home under construction;
5. Cooperative;
6. A home within the jurisdiction of another Housing Authority, providing the receiving Housing Authority is operating a HOA program;
7. The home is a one-unit property. Homes with investment potential will not be approved for use in the HOA program;
8. The home passes a Housing Quality Standards Inspection.

The following “Special Housing Types” are not allowable for use in the HOA program.

- a. Congregate Housing;
- b. Group Homes;
- c. Shared Housing;
- d. Cooperative Housing (excluding families that are not cooperative members);
- e. Manufactured Homes;
- f. Single Room Occupancy Units.

The HOA may be utilized in two housing types

1. A unit owned by the family where one or more family members holds title to the home;
2. A cooperative unit where one or more family members hold membership shares in the cooperative.

21.21 HOME INSPECTIONS

Two kinds of physical inspections are required in the homeownership option in addition to and separate from any lender required inspections:

1. A Housing Quality Standard (HQS) inspection by the Housing Authority. The HQS inspection does not include an assessment of the adequacy and life span of the major building components, building systems, appliances and other structural components. However the inspection will indicate the current physical condition of the unit and any repairs necessary to ensure that the unit is safe and otherwise habitable.
2. An independent professional home inspection. The inspection must cover the major building systems, including the foundation, structure, plumbing, electrical and heating systems, the interior and exterior, and roof.

The home inspector cannot be an employee or contractor of the SFHA. The home inspector chosen by the family must be a member of the American Society of Home Inspectors (ASHI) or the American Association of Professional Home Inspectors (AAPHI). The SFHA shall maintain a database listing of membership for both the ASHI and the AAPHI for the family’s use.

The home shall be inspected by the SFHA on an annual basis for the first two years of participation in the HOA program. Thereafter, no annual inspection will be completed by the SFHA.

The professional home inspection must be requested and paid for by the family and a copy of the inspection report must be provided to the SFHA

The sources of funds for family payment of the home inspection may be a source other than family savings.

21.21.1 REVIEW/APPROVAL AND DISAPPROVAL OF THE HOME INSPECTION REPORT

The SFHA will review the professional inspection report to determine whether repairs are necessary prior to purchase and to generally assess whether the purchase transaction makes sense in light of the overall condition of the home and the likely cost of repairs and capital expenditures.

If the Housing Authority HQS inspection report and the professional Inspector's report reveals that the home meets satisfactory standards and there are no deficiencies that cannot be corrected prior to sale, the SFHA shall take the following action:

1. Provide the family with a notice of inspection approval, and instruct the family to proceed with the home purchase process.

If the Housing Authority HQS inspection report and/or the Inspector's report reveals costly defects in the home, the SFHA shall take one or more of the following actions:

1. Review the report with the family to discuss whether it is feasible to have the necessary repairs completed prior to sale. If the family and the SFHA agree that such repairs would be feasible, the SFHA will outline those defects, as noted in the inspection reports that must be corrected prior to sale, within a specific time frame for correction. Upon correction of the defects, the SFHA will complete a follow-up HQS inspection. The family will be required to follow up with the professional Inspector to review the corrections on their behalf. The family must provide the SFHA with a copy of the follow-up home inspection report.
2. Disapprove the unit for assistance because of the major physical problems and substantial correction cost and provide the family with a Notice of Disapproval. The notice will state the reason for the disapproval, and inform the family that they must withdraw their offer on the home and search for another home to purchase. The time period between the HQS inspection and the disapproval will not be counted against the family.
3. All defects and repairs must be completed at least two weeks prior to the purchase close date.

21.22 TERM OF HOMEOWNERSHIP ASSISTANCE

Except for elderly and disabled families, HOA assistance may only be paid for a maximum period of 15 years if the initial mortgage incurred to finance the purchase of the home has a term of twenty years or longer. In all other cases, the maximum term is ten years.

The maximum term for homeownership assistance does not apply to an elderly family or disabled family.

In the case of an elderly family, this exception is only applied if the family qualifies as an elderly family at the commencement of HOA.

In the case of a disabled family, the exception applies if at any time during receipt of home ownership assistance the family qualifies as a disabled family.

If, during the course of HOA, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date HOA commenced. However, such a family must be provided at least 6 months of HOA assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive Section 8 HOA).

The maximum term applies to any member of the family who:

1. Has an ownership interest in the unit.
2. Is the spouse of any member of the household.

21.23 AMOUNT AND DISTRIBUTION OF MONTHLY HOMEOWNERSHIP ASSISTANCE PAYMENTS

The family's Section 8 monthly home ownership assistance payment will be the lower of (1) the Section 8 voucher payment standard minus the Total Payment or (2) the monthly home owner expenses minus the Total Tenant Payment.

The payment standard for the family is the lower of

- (1) The payment standard for the family unit size; or
- (2) The payment standard for the size of the home

The payment standard is established at one of the following points:

1. Commencement of home ownership assistance for occupancy of the home; or
2. The most recent regular reexamination of the family income and composition since the commencement of home ownership assistance for occupancy of the home.

The SFHA does not establish a separate payment standard for assistance under the HOA.

Home ownership expenses include principal and interest on the mortgage debt, refinancing charges of the mortgage debt, taxes and public assessments, insurance, maintenance allowance expenses, majors repairs and replacements will be based on recommended allowances provided by a SFHA designee.

The monthly HOA payment will be made directly to the lender on behalf of the family. An exception to this provision will be made on a case by case basis, and will be approved only when direct lender payments have been determined to be unacceptable by the lender from whom the family has received their mortgage financing.

If the family's income increases to a level that it is no longer eligible to receive a home ownership assistance payment, eligibility for such payments will continue for 180 calendar days.

At the end of a continuous period of 180 days without any assistance payments, eligibility for Home ownership assistance will automatically terminate.

21.24 DETERMINATION OF EXPENSES AND CREDITS

The amount of assistance shall be determined by the SFHA based on an adjusted voucher credit calculation in consideration of the following costs to the family:

- a. Principal and interest on the initial mortgage debt and any mortgage insurance premium incurred to finance purchase of the home and any refinancing of such debt.
- b. Real estate taxes and public assessments on the home.
- c. Homeowners' insurance.
- d. The SFHA maintenance, major repairs and replacements allowance schedule.
- e. The SFHA utility allowance schedule.

Home ownership expenses for a cooperative member will include:

1. The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home.
2. Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt or other mortgage debts.
3. Homeowners' insurance
4. SFHA allowance for maintenance expenses, including major repairs and replacement
5. The SFHA utility allowance schedule.

21.25 COOPERATIVE MEMBERS

The SFHA may provide HOA to a family who is a member of a cooperative and who owns or is acquiring membership shares in the cooperative.

A cooperative is defined as: Housing owned by a nonprofit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in the management of the housing.

A cooperative member is defined as: A family of which one or more members owns membership shares in a cooperative.

Memberships shares is defined as: Shares in a cooperative. By owning such cooperative shares, the share owner has the right to reside in a particular apartment in the cooperative, and the right to participate in management of the housing.

The cooperative member must meet the basic minimum eligibility criteria established by the SFHA, including minimum income and employment requirements for at least one or more of the family members that owns or is acquiring membership shares.

The SFHA shall require an HQS inspection prior to commencement of HOAO assistance. If the unit fails inspection, the SFHA will employ its standard inspection follow up procedures related to the HOA program. (See inspections). A cooperative member is exempt from the requirement to obtain a professional home inspection.

The SFHA shall make HOA payments directly to the cooperative on behalf of the cooperative member.

The cooperative family is not required to maintain continued affordability for lower income families after transfer of the members' interest.

All other requirements, policies and procedures of the HOA program shall apply to cooperative members.

21.26 RECAPTURE

The SFHA will recapture a percentage of the homeownership assistance upon the sale or refinancing of the home. Proceeds invested in the purchase of another home are exempt from recapture. At the time of purchase, the family must execute documentation that secures SFHA's right to recapture the homeownership assistance. The lien securing the recapture may be subordinated to a refinance agreement or silent loan down-payment assistance. The amount of home ownership assistance subject to recapture shall automatically be reduced in increments of ten percent per year, over a ten year period.

In the case of the sale of the home the recapture shall be in an amount equaling the lesser of:

1. The amount of home ownership assistance provided to the family adjusted to reflect the automatic reduction; or
2. The difference between the sales price and the purchase price of the home minus:
 - a) The cost of any capital expenditures.
 - b) The cost incurred by the family in the sale of the home, such as sales commission and closing costs;
 - c) The amount of the difference between the sales price and purchase price that is being used, upon sale, toward the purchase of a new home under the HOA; and
 - d) Any amounts they have previously recaptured.

21.26.1 RECAPTURED AMOUNT FOR REFINANCING

In the case of refinancing, the recaptured amount shall be an amount equaling the lesser of:

1. The amount of homeownership assistance provided to the family-adjusted to reflect the automatic reduction; or
2. The difference between the current mortgage debt and the new mortgage debt minus:
 - a) The cost of capital expenditures;

- b) The cost incurred by the family in the refinancing of the home, such as closing costs; and
- c) Any amounts that have been previously recaptured as a result of refinancing.

21.26.2 USE OF SALE PRICE IN DETERMINING RECAPTURED AMOUNT

The recaptured amount shall be determined using the actual sales price of the home, unless the sale is for an identity-of-interest transaction. The SFHA shall establish a sale price based on the fair market value.

21.27 LEASE –PURCHASE AGREEMENT

HOA assistance may be provided to a family that previously occupied a unit under a lease-purchase agreement. A lease-purchase agreement is a lease/rental agreement between a property owner and a tenant with the objective of the tenant to purchase/take title to the leased/rented property by a specified time. In most cases, the monthly rent includes an amount referred to as a homeownership premium, which is an increment of value attributable to the value of the lease purchase right or agreement such as an extra monthly payment to accumulate a down-payment or reduce the purchase price.

If a family who holds a Section 8 voucher, or is currently receiving rental assistance under the Section 8 rental assistance program would like to enter into a lease-purchase agreement with the property owner, the family may do so. However, the family will not be subject to the HOA regulatory requirements until the family is ready to exercise the HOA program option. At that time the SFHA will determine if the family is eligible for HOA program.

Lease purchase agreements are considered rental, and all the normal tenant-based Section 8 rental rules are applicable. Therefore, the SFHA will not make a housing assistance payment for a lease-purchase unit that may exceed the amount that would be paid on behalf of the family if the rental unit were not subject to a lease-purchase agreement.

Any homeownership premium, or extra monthly payment towards a down payment related to the lease-purchase agreement must be absorbed by the family. Families are permitted to pay any extra amount out of pocket to the owner for purchase-related expenses. Therefore, when the SFHA determines whether or not the rent on a lease-purchase agreement is reasonable, any homeowner premium is excluded.

The family must meet all of the initial HOA program eligibility criteria before being approved to enter the HOA program. Therefore, if the family purchases or takes title to the home before receiving approval to participate in the HOA program, the family will be determined ineligible to participate in the HOA.

When a family who has leased a unit under a lease-purchase agreement is approved for participation in the HOA program, and chooses to exercise the HOA program for that unit, the family must complete the following:

- a) Meet all initial eligibility criteria for participation in the HOA program.
- b) Complete homeownership counseling.
- c) Secure mortgage financing and obtain approval of the finance terms by the SFHA.
- d) Arrange for an independent professional home inspection and provide the SFHA with a copy of the inspection report.

Upon approval to enter into the HOA program, the lease/purchase family will be processed pursuant to the established HOA procedures outlined in this plan.

21.28 PORTABILITY

A family that is determined eligible for homeownership assistance may opt to exercise their right of portability under the HOA program to an area outside of the SFHA's jurisdiction if the receiving PHA is administering an HOA program and is accepting new families into their HOAO program.

The receiving PHA may absorb the HOA program family or bill the SFHA for the HOA program assistance using the normal portability billing process.

When moving to another county, a family must adhere to the receiving PHA's administrative policies. The family is required to attend a briefing and counseling sessions required by the receiving PHA. The receiving PHA, not the SFHA will determine whether the financing for and the physical condition of the unit are acceptable.

A family cannot exercise portability to a county that does not have an HOAO program, or is not accepting new participants.

When a family decides to exercise portability the SFHA will take the following steps:

- a. Contact the receiving PHA to determine if it is operating an HOA program and if they are accepting new participants. If the receiving PHA does have a HOA program and they are accepting new participants, the SFHA will complete the following task:
 1. Notify the family that the receiving PHA does have a HOA program and is accepting new participant.
 2. Complete a review and verification of all family income, and request recent documentation to verify such income.
 3. Submit a letter of portability to the receiving PHA; copies of family data including documentation of all sources of income, copies of social security cards, birth certificates, bank statements and other necessary information needed to assist the receiving PHA in determining the family's HOA assistance amount.
 4. Submit to the receiving PHA a copy of the family's 50058 family summary report
 5. Submit a letter of intent to the receiving PHA of their intent to absorb the family or bill the SFHA
 6. Establish an account with the receiving PHA if a determination is made that they will not absorb the family into their HOA program.

21.29 MOVING WITH CONTINUED HOA ASSISTANCE

If a family chooses to move to another home with continued assistance from the HOA program, they must meet the statutory employment and minimum income requirements. If a family cannot meet the statutory employment and minimum income requirements, the family will be denied permission to move with continued HOAO assistance.

21.30 SFHA DENIALS TO MOVE WITH CONTINUED ASSISTANCE

The SFHA may exercise the right to deny a family continued assistance when it relocates for one or more of the following reasons:

- a. Lack of funding: The SFHA may deny permission to move with continued voucher assistance if the SFHA does not sufficient funding to provide continued assistance.
- b. If a family has not met its family obligation as outlined in the HOAO program Statement of Family Obligation.
- c. If the family has committed fraud in connection with the HOAO program.
- d. If the family has defaulted on a FHA insured mortgage, they will not be able to receive rental assistance, but may re-apply to the Section 8 program. The SFHA, will deny the family permission to move with continued voucher assistance unless the family demonstrates:
 1. The family has conveyed title to the home, as required by HUD, to HUD or to HUD's designee; and
 2. The family has moved from the home within the period established or approved by HUD and/or the SFHA.

21.31 SWITCHING FROM HOA TO RENTAL ASSISTANCE:

The SFHA may allow a family to switch from the HOA program to the Section 8 Rental Assistance Program. The family must meet the following criteria for determination of transfer:

- a. The family has not defaulted on a loan with the HOA program
- b. The family has met all of its obligations while participating in the HOA program.
- c. The family vacates the home and conveys the title to the appropriate designee or representative. The family must sign a Conveyance Acknowledgement Notice, indicating the requirement to completely transfer and convey the property, and failure to do so will result in termination of their rental assistance if such assistance has commenced.

If the family is approved for transfer from the HOA program to rental assistance, the SFHA will issue the family a rental voucher, and the family will complete the normal voucher home search process. During the period the family is searching for a rental unit, and, if no mortgage default has occurred, the SFHA will continue to provide the family with HOA.

If the family fails to transfer or convey the property, the SFHA will not provide the family with rental assistance. If a rental assistance lease has commenced, the SFHA will terminate the family's Section 8 Voucher and rental assistance payments.

A family member who owns an interest in the home cannot split and receive both HOA assistance and rental assistance concurrently. Other family members must apply to the Section 8 wait list.

21.32 SFHA DENIALS TO PARTICIPATE IN THE HOAO PROGRAM

The SFHA reserves the right to deny or terminate the assistance for the family, and will deny voucher rental assistance for the family, in accordance with HUD regulations governing any failure to comply with the family obligations, mortgage default, failure to demonstrate that the family has conveyed title to the home as required, or if the family has moved from the home within the period established or approved. A family may be denied participation in the HOA program for the following reasons:

1. It does not meet the minimum employment and income requirements.
2. They family has defaulted on a loan with the HOA program.
3. The family is not complying with their family obligation on the Section 8 rental assistance program.
4. The Family has committed fraud in connection with the Section 8 rental assistance program.
5. The family has an outstanding debt with the SFHA or another Housing Authority.

21.33 TERMINATIONS

The SFHA may terminate a family from the HOA program for one or more of the following reasons:

1. The family has defaulted on a loan with the HOA program.
2. The family has not complied with the requirements of the HOA program, and have failed to maintain their family obligations as required.
3. The family has committed fraud in connection with the HOA program.
4. The family has committed fraud in connection with the FSS Program.
5. If the family moves from the home without prior consent of the SFHA.
6. The family request to be withdrawn from the HOA program.
7. The family moves outside of the jurisdiction of the SFHA, and has entered the HOA program of another Housing Authority.
8. A family member engages in violent or criminal activity or uses the home for illegal, illicit or immoral purposes.
9. In accordance with HUD requirements.

If the SFHA proposes to terminate a family's HOA, the family has the right to request an

Informal Hearing to appeal the decision to terminate, as outlined in this administrative plan. (See Informal hearings)

21.34 INFORMAL HEARINGS

The SFHA will provide the opportunity for an informal hearing to program participants who are being terminated from the program because of the family's action/failure to act. The SFHA will send the family a written notice outlining the reasons for the decision to terminate, including notification that the family may request an informal hearing within fourteen days from the date of the notice. Assistance to the family will continue until all appeal and hearing processes have been completed.

When a participant requests a hearing, the SFHA will schedule the hearing promptly and notify the participant of the date and time of the hearing. Prior to the hearing the family will be given the opportunity to review their file and any documents that were instrumental in the decision to terminate their assistance. The family may request copies of documents relating to the termination and will be required to pay the SFHA a nominal fee for such copies. The SFHA must be given the same opportunity to examine any family documents that are directly related to the hearing and to copy them at its own expense.

A hearing Officer designated by the SFHA will conduct the hearing. This person will be someone other than the person who made the decision to terminate, or that supervises the person who made the decision. The family may retain a lawyer or other representative, at their own expense. The family will be given the opportunity to present evidence and to question any witness. The hearing officer will issue a written decision within 30 days, stating the reasons for the decision.

21.35 STATEMENT OF NON DISCRMINATION

The SFHA will administer and operate the Home Ownership Assistance Program without regard to race, religion, color, or creed, sex or sexual orientation, family status or national origin. Reasonable conveniences will be afforded to any person with disabilities, that otherwise qualify for the program; provided that such assistance does not cause undo financial and/or administrative burdens to the SFHA.

The SFHA will administer the Home Ownership Assistance Program in accordance with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973 and current statutory and regulatory rules governing Section 8 Programs.

22.0 MISCELLANEOUS

22.1 SPECIAL PURPOSE FUNDING

Occasionally, HUD will provide Section 8 voucher funding for a specific purpose. The SFHA has received allocations of special funding for the following categories:

- Homeless/Robert Wood Johnson

This was a demonstration program for homeless families which is no longer active. However families admitted under this program continue to receive Section 8 subsidies. No new families shall be admitted.

- Aftercare Program

This is a formerly State-run Program targeted to senior and disabled families who are receiving support services which enable families to work towards independent living. Applicants are referred from community based agencies who provide services to the applicants and have executed Memorandums of Understanding with the SFHA.

The SFHA maintains a separate waiting list for these applicants pursuant to the regulatory agreement executed by the State of California to establish the Aftercare subsidy program at the local jurisdiction with the same guarantees and restrictions that existed for the State-run Aftercare Program.

Selection from the waiting list is based on date and time of application. The Aftercare Program has 195 subsidies set aside for housing families from this waiting list. MOUs are currently in place with the following agencies:

- Goldman Institute on Aging
 - Golden Gate Regional Center
 - State Department of Rehabilitation/Community Mental Health Services
 - Independent Living Resource Center
 - Department of Human Services Adult Services-In Home Support Services
- Earthquake Victims

As a result of the Loma Prieta Earthquake of 1989, HUD issued a special set aside for subsidies targeted to families who were displaced by the Loma Prieta Earthquake. These units are located in the Senator Hotel, the Ritz Hotel, Iroquois Hotel, and South Park Residence. These units, primarily Single Room Occupancy (SRO) units, are filled by separate waiting lists permitted under the Moderate Rehabilitation Single Room Occupancy Program. Applications are accepted by Community Housing Partnership, TNDC, and Caritas Management Corporation at set locations, dates and times. When vacancies come available, the owners of these sites refer the next qualified candidate to the SFHA for Eligibility determination and certification.

Applications can be submitted to the following locations when open:

- Ritz Hotel Currently Closed
- Senator/Iroquois Hotels Tuesdays 1P.M. – 3 P.M.
- South Park Residence Currently Closed

SFHA shall post notices in their Section 8 office when notified of an impending open application period for any of these lists.

- Geneva Towers Relocation

This relocation effort has been completed and is no longer accepting new referrals

- Veterans Affairs Supportive Housing (VASH)

This program is targeted to Veterans in need of affordable housing who are working with the Veterans Administration Support Services Program. Eligible applicants are placed on a VA administered waiting list and referred to the SFHA for eligibility determination and Certification whenever a spot opens up in the Program. Interested applicants must contact the VASH Coordinator at the Veterans Administration Medical Center located at 4150 Clement Street, San Francisco for consideration to be placed on the waiting list.

- Mainstream Program

This program provides Vouchers targeted exclusively to non-elderly disabled persons from the Section 8 wait list. The SFHA currently has 75 Vouchers assisted under the Mainstream Program.

- 1915 (C) Waivers

Fair Share NOFAs in FY 1999 and FY 2000 provided incentive points in the scoring of applications for Housing Authorities willing to set aside at least 3 % of the awarded Vouchers for providing assistance to applicants eligible for benefits under the State's 1915 (C) Waiver Program. San Francisco's Goldman Institute on Aging is the only agency authorized to provide benefits under the 1915 (C) Waiver Program. The SFHA has contract with the Goldman Institute on Aging to assist it in identifying and certifying eligible participants for the 1915 (C) Waiver Program. The SFHA has committed a minimum of 54 subsidies to assist elderly persons live independently.

- HOPE VI Relocation/Replacement

Public Housing sites which receive HOPE VI grants are eligible to issue the tenants in the awarded development Section 8 Vouchers to relocated to private housing during the rehabilitation period. Families are referred in collaboration with the SFHA relocation team assembled to facilitate the HOPE VI process.

- Conventional Public Housing Priority Transfers

Generally, when special funding is provided by HUD, instructions will be issued on the initial and subsequent use of the funding. The SFHA will administer the special funding in accordance with the HUD instructions.

22.2 FUNDS ISSUED TO FAMILIES LIVING IN A SPECIFIC PROJECT OR DEVELOPMENT

HUD may issue vouchers to relocate families living in a Public or Assisted Housing project or development. These families must apply under the Section 8 programs, but since the purpose of the funding is for targeted families living in a specific project, and who qualify for special consideration e.g., priority transfers, the families need not be placed on the Section 8 waiting list. These families will qualify for immediate assistance as special admissions under 24 CFR 982.203 *Special admission (non-waiting list): Assistance targeted by HUD*. Examples of this type of assistance include the Geneva Towers relocation and the HOPE VI Relocation.

22.3 ASSISTING FAMILIES EXPERIENCING ILEGAL DISCRIMINATION

It is the policy of the SFHA to comply fully with all federal, state and local anti-discrimination laws. The SFHA will not discriminate against any individual or family because of race, color, creed, national or ethnic origin or ancestry, religion, sex, sexual preference, age, disability, handicap, military status, source of income, marital status, presence of children in a household, or because an individual has or is suspected of having Acquired Immune Deficiency Syndrome (AIDS).

During briefing sessions, families are provided with a HUD brochure, Fair Housing- It's Your Right, and a form HUD-903, Housing Discrimination Complaint. If an applicant or participation requests assistance, the SFHA will provide help in completing this form and forwarded it to the California State HUD Office of Fair Housing and Equal Opportunity.

For complaints involving state and local laws, the SFHA will refer the applicant or participant to the appropriate state or city offices. If available, the SFHA will provide forms for filing discrimination complaints to state or city offices.

22.4 FAMILY BREAK-UPS

In the event of a family break-up by divorce or legal separation, the SFHA will determine which of the remaining family members will continue to receive the Section 8 voucher. The SFHA determination will be made based on the following priorities:

1. Mutual agreement of the family members. All adult family members must sign a mutual agreement form
2. A court stipulated determination of which household retains the assistance
3. The interest of minor children or of ill, elderly or disabled family members

4. The interest of family members who are victims of actual or threatened physical violence directed against a family member by a spouse or other member of the applicant household. Certification from the local police department, a social service agency, court of proper jurisdiction, or clergy, physician or facility that provides shelter or counseling to the victims of domestic violence will be required to verify the domestic violence
5. The continued use of the assistance in the current unit
6. Head-of-household.

The family must notify the SFHA, in writing, within 14 days of the action causing the break-up and request a determination of the assignment of the assistance. The SFHA may schedule a meeting with the family members to discuss the assignment.

If the family breaks-up only one Section 8 assistance will continue to be paid. Additional Section 8 vouchers will not be issued to accommodate the other family members. However, the other family members may apply for assistance in accordance with the provisions of part A of this Admin Plan.

22.5 SPLIT HOUSEHOLDS PRIOR TO VOUCHER ISSUANCE

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the HA will make the decision taking into consideration the following factors:

1. Which family member applied as head of household
2. Which family unit retains the children or any disabled or elderly members
3. Restrictions that were in place at the time the family applied
4. Role of domestic violence in the split
5. Recommendations of social service agencies or qualified professionals such as children's protective services.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by the HA.

In cases where domestic violence played a role, the standard used for verification will be the same as that required for the "displaced due to domestic violence" preference.

22.6 MULTIPLE FAMILIES IN THE SAME HOUSEHOLD

When families apply which consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit,

they will be treated as a family unit.

22.7 JOINT CUSTODY OF CHILDREN

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. “51% of the time” is defined as 183 days of the year, which do not have to run consecutively.

When both parents are on the Waiting List and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

23.0 REPAYMENT AGREEMENTS

Section 8 participants may incur debts to the SFHA as a result of failure to accurately report income and family composition, for charges due under the lease that are paid by the SFHA and, under the certificate program, payments for units vacated in violation of the lease. Section 8 landlords may also incur a liability as a result of overpayment of HAP. The SFHA may, at its sole discretion, initiate a termination action, require repayment in a lump sum or allow the debtor to execute a promissory note to repay the debt over a period of time. The SFHA will take into consideration the amounts owed and the likelihood that the debtor will repay the debt before approving a repayment plan.

23.1 PARTICIPANTS

When a debt from a participant is established, the SFHA will determine whether there are other outstanding repayment agreements. If there are and the participant is not current on all payments, the SFHA will not execute a new repayment agreement. The participant will be required to pay the debt in full in order to continue to receive assistance from the SFHA. If there are no outstanding repayment agreements or if an agreement exists, the participant is current on all payments and the participant has adequate resources, the SFHA will allow the participant to enter into a promissory note to repay the new debt. The SFHA will require repayment over a twelve month period, with an initial payment of no less than 25 percent of the amount owed and eleven additional monthly payments over the remaining period. For debts in excess of \$1,000, the SFHA will consider a repayment agreement over eighteen months, with an initial payment of no less than 25 percent of the amount owed and seventeen additional monthly payments over the remaining period. The promissory note will specify the amounts and due dates of the payments.

Participants are expected to make all payments on a timely basis unless prior arrangements are made with the SFHA due to circumstances beyond the control of the participant. Upon the failure of the participant to make a payment, the SFHA will send a reminder notice requesting payment within five calendar days. If there is no response or a second payment is missed, the SFHA may send a letter demanding full payment of the outstanding amount. If a full payment is not received, the SFHA may initiate a termination of assistance action. The SFHA may periodically employ a collection agency to collect debts from terminated participants.

23.2 APPLICANTS

Applicants who owe money to any SFHA housing program or to any other Public Housing Agency (PHAs) will be required to repay the amount in full prior to receiving a voucher.

23.3 OWNERS/LANDLORDS

In situations where a contract is not canceled in the system on a timely basis, the owner may receive HAPs for periods for which he or she are not entitled. This results in amounts that are due back to the SFHA.

If the landlord has a current contract in the system, an entry will be made in the system to adjust the overpayment against subsequent HAPs, provided that the amount of overpayment can be repaid within two months. However, if the amount will take longer than two months to repay, or if the overpayment cannot be offset against subsequent HAPs, an invoice will be generated to the landlord with the amount due to the Housing Authority immediately.

23.4 OWNERS AND FAMILY DEBTS

This section discusses SFHA's policies regarding the collection of debts from owners and families, specifically the assessment of debts and method of recovering monies owed to the SFHA.

Assessment of Debt:

The SFHA shall obtain documentation and related information to support the debt. The SFHA will conduct an analysis of the debt for accuracy and the method of calculation of the amount due in a clear format.

Method of Recovering Debts:

The SFHA will make every effort to collect outstanding debts including the following means:

- Adjustment of overpayment against subsequent HAPs for current owners(s).
- Balance Due Notice for a lump-sum payment or execution of a promissory note.
- Second notice
- Final notice
- Legal Action
- Use of collection Agencies
- Credit bureau

GLOSSARY

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.]

Absorption: In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based.

Administrative fee: Fee paid by HUD to the housing authority for the administration of the program.

Administrative Plan: The plan that describes housing authority policies for the administration of the tenant-based programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

Amortization Payment: In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program.

Annual Income: All amounts, monetary or not, that:

- a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
- b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- c. Are not specifically excluded from Annual Income.

- d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

Applicant (applicant family): A family that has applied for admission to a program but is not yet a participant in the program.

Assets: see net family assets.

Asset Income: Income received from assets held by household members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

Assisted lease (lease): A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

Certificate: A document issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

Certification: The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

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 actively seek employment, 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 child care. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen: A citizen or national of the United States.

Common space: In shared housing: Space available for use by the assisted family and other occupants of the unit.

Congregate housing: Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

Consent form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits.

Contiguous MSA: In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

Continuously assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Cooperative: Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

Domicile: The legal residence of the household head or spouse as determined in accordance with State and local law.

Decent, safe, and sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development.

Dependent: A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

Disability 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 family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disabled family: A family whose head, spouse, or sole member 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.

Disabled person: See "person with disabilities."

Displaced family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), 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.

Displaced person: A person displaced by governmental action (such as urban renewal), 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.

Drug related criminal activity: Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

Drug trafficking: The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

Elderly family: A family whose head, spouse, or sole member 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.

Elderly person: A person who is at least 62 years of age.

Evidence of citizenship or eligible status: The documents that must be submitted to evidence citizenship or eligible immigration status.

Exception rent: An amount that exceeds the published fair market rent.

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.).

Fair market rent (FMR): The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

Family: A family is two or more persons sharing residency whose income and resources are available to meet the family's needs, and who are either related by blood, marriage or operation of law, or who have evidenced a stable family relationship over a period of time (not less than one year).

Family includes but is not limited to:

- a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- 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; 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.

Family members: include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058.

Family self-sufficiency program (FSS program): The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family share: The portion of rent and utilities paid by the family.

Family unit size: The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

50058 Form: The HUD form that Housing Authority's are required to complete for each assisted household in public housing to record information used in the certification and re-certification process, and, at the option of the housing authority, for interim reexaminations.

FMR/exception rent limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

Full-time student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or Certificate Program, as well as an institution offering a college degree.

Gross rent: The sum of the rent to the owner plus any utilities.

Group Home: A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

Head of household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Household members: include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

Housing Assistance Payment (HAP): The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing quality standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 program.

Housing voucher: A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

Housing voucher holder: A family that has an unexpired housing voucher.

Imputed income: For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

Income category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial Housing Authority: In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

Initial payment standard: The payment standard at the beginning of the HAP contract term.

Initial rent to owner: The rent to owner at the beginning of the initial lease term.

Interim (examination): A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrant such a reexamination.

Jurisdiction: The area in which the housing authority has authority under State and local law to administer the program.

Lease: A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

Live-in aide: 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 for the support of the persons; and
- c. Would not be living in the unit except to provide the necessary supportive services.

Low-income families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families. [1937Act)

Manufactured home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

Manufacture home space: In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

Medical expenses: 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.

Minimum Family Contribution (MFC):

- (1) Minimum family contribution is the amount calculated under Section 3(a)(1) of the 1937 Act. which is the higher of :

30% of the family's monthly adjusted income;

10% of the family's monthly income;

Minimum rent; or

if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

Mixed family: A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Moderate rehabilitation: Rehabilitation involving a minimum expenditure of \$3000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

- a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance); or
- b. repair or replace major building systems or components in danger of failure.

Monthly adjusted income: One twelfth of adjusted income.

Monthly income: One twelfth of annual income.

Mutual housing is included in the definition of "cooperative".

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-elderly family: A family whose head, spouse, or sole member 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.

Net family assets:

- a. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- b. 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 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.
- c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family 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 reexamination, as applicable, in excess of the consideration received therefor. 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 tenant receives important consideration not measurable in dollar terms.

Noncitizen: A person who is neither a citizen nor national of the United States.

Notice Of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance, and the criteria for awarding the funding.

Occupancy standards: The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

Participant (participant family): A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

Payment standard: In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

Person with disabilities: A person who:

- a. Has a disability as defined in Section 223 of the Social Security Act,

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

- b. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

- (1) is expected to be of long-continued and indefinite duration,

- (2) substantially impedes his or her ability to live independently, and

- (3) 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(7) of the of the Developmental Disabilities Assistance and Bill of Rights Act.

"Severe chronic disability that:

- (1) is attributable to a mental or physical impairment or combination of mental and physical impairments;

- (2) is manifested before the person attains age 22;
- (3) is likely to continue indefinitely;
- (4) results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
- (5) reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

Private space: In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

Preservation: This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

Proration of assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing Agency: A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Receiving Housing Authority: In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a voucher, and provides program assistance to the family.

Re-certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining member of a tenant family: A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

Rent to owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Set-up charges: In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

Shared housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Single room occupancy housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special admission: Admission of an applicant that is not on the housing authority waiting list, or without considering the applicant's waiting list position.

Special housing types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Statement of family responsibility: An agreement in the form prescribed by HUD, between the housing authority and a Family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

Subsidy standards: Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant rent: The amount payable monthly by the family as rent to the owner minus any utility allowance.

Third-party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: see suspension.

Total tenant payment (TTP): [Please see Minimum Family Contribution (MFC):]

(1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act. which is the higher of :

30% of the family's monthly adjusted income;

10% of the family's monthly income;

Minimum rent; or

if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

Utility allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the

unit, an amount equal to the estimate made or approved by a housing authority 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 safe, sanitary, and healthful living environment.

Utility hook-up charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Utility reimbursement: 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.

Verification:

- a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).
- b. The three types of verification are:
 - (1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.)
 - (2) Documentation, such as a copy of a birth certificate or bank statement
 - (3) Family certification or declaration (only used when third-party or documentation verification is not available)

Very low-income families: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families. *[1937 Act]*

Violent criminal activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher (rental voucher): A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

Voucher holder: A family holding a voucher with unexpired search time.

Waiting list admission: An admission from the housing authority waiting list. *[24 CFR 982.4]*

Welfare assistance. Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. *[24 CFR 5.603(d)]*

Welfare rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
MFC	Minimum Family Contribution
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PBC	Project-Based Certificate (program)
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
TTP	Total Tenant Payment

San Francisco Housing Authority

Leased Housing Division



Administrative Plan

Section 8 Project-Based Voucher

Program

Draft 2005

SECTION 8 PBV ADMINISTRATIVE PLAN

1.0 EQUAL OPPORTUNITY

1.1 FAIR HOUSING

It is the policy of the San Francisco Housing Authority (SFHA) to comply fully with all Federal, State, and local nondiscrimination laws; the Americans With Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the ground of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the SFHA housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, the SFHA will provide Federal/State/local information to applicants for and participants in the Section 8 Project-Based Voucher (PBV) Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the SFHA office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The SFHA will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. The SFHA will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

1.2 REASONABLE ACCOMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the SFHA PBV program and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the SFHA will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the SFHA will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

SFHA policies for implementation of reasonable accommodations as outlined in Section 1.3 and 1.4 of the Section 8 Program Administrative Plan apply to the PBV Program.

1.3 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS

The SFHA will endeavor to have bilingual staff or access to people who speak languages other than English to assist non-English speaking families. The following languages may be accommodated:

- Spanish
- Chinese
- Samoan
- Russian
- Vietnamese

1.4 FAMILY OUTREACH

The SFHA will publicize the availability and nature of the Section 8 PBV Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, newspaper serving other ethnic populations including non-English publications and by other suitable means. The SFHA will also try to utilize public service announcements.

The SFHA will communicate the status of program availability to other service providers in the community and advise them of housing eligibility factors and guidelines so that they can make proper referral of their clients to the program.

1.5 PROJECT-BASED VOUCHER PROGRAM LIMIT

The PBV Program cannot exceed 20 percent of the total number of budgeted units under the SFHA's Housing Choice Voucher Program.

1.6 CONSISTENCY WITH THE PHA PLAN

The PBV shall be consistent with the goals and objectives of the SFHA Annual Plan. Each Plan shall have a statement of the number of PBV units, general locations and how Project-Basing units will be consistent with the SFHA Plan.

1.7 RIGHT TO PRIVACY

All adult members of both applicant and participant households are required to sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice*. The *Authorization for Release of Information and Privacy Act Notice* states how family information will be released and includes the *Federal Privacy Act Statement*.

Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant.

In accordance with State and Federal Constitutional protections, the SFHA will respect the privacy of information relating to applicants, participants, and tenants in SFHA programs. Accordingly, personal information is deemed private and confidential and will be released only by authorization of the SFHA PBV Administrator and written consent of the affected party or by court subpoena.

It is important to note that the privacy policy is applicable to the release of participant information and not the gathering and use of information necessary to ensure eligibility and compliance with program regulations. Except, as required by federal regulations, solicited by the SFHA unless directly attributed to carrying out the responsibilities of the agency.

1.8 *REQUIRED POSTINGS*

The SFHA will post in each of its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. The Section 8 PBV Administrative Plan
- B. Notice of the status of the waiting list (opened or closed)
- C. Address of all SFHA offices, office hours, telephone numbers, TDD numbers, and hours of operation
- D. Income Limits for Admission
- E. Informal Review and Informal Hearing Procedures
- F. Fair Housing Poster
- G. Equal Opportunity in Employment Poster

1.9 *Definitions*

Existing Housing – For purposes of the PBV Program, an existing unit is a unit which, at the time of written notice of selection of the project for PBV assistance, requires less than \$1000.00 in rehabilitation including its prorated share of work to be done to common areas and systems to meet HQS.

De-concentration Requirement – All new assistance under the PBV Program must be for units located in census tracts with poverty rates of less than 20 percent.

Twenty-Five Percent Maximum – No more than 25 % of the units in any PBV project may receive assistance excepted as noted below.

- Single family dwellings (four or fewer units)
- Dwellings specifically designated for elderly
- Dwellings specifically designated for disabled families (as defined by HUD in 24 CFR 5.403 (b).
- Families receiving supportive services as defined by HUD

1.10 Inclusionary Clause

Notwithstanding the contents of this PBV Administrative Plan, for all areas not specifically addressed by this plan the Section 8 Administrative Plan shall govern as a supplement to Part 983 of 24 CFR.

2.0 UNIT SELECTION CRITERIA

2.1 INVITATION FOR PROPOSAL

Invitations for proposals to participate in the Project-Based Voucher (PBV) Program will be advertised in a newspaper of general circulation and other ethnic newspapers in the San Francisco Community once a week for three consecutive weeks. The San Francisco Housing Authority (SFHA) will accept applications for at least thirty (30) days from the last day of said publication. The advertising will be in the following newspapers:

1. San Francisco Chronicle/Examiner
2. The Sun Reporter
3. Ethnic newspapers published in Chinese, Spanish, Vietnamese and Russian.

The advertisement will state the number of units available for the Project-Based Program and whether the competition is for rehabilitation, new construction or existing units. In addition, the advertisement shall summarize the unit selection policy for the units to be assisted. Pursuant to publication of HUD's final rule for the PBV Program, availability of units under the Existing Housing option may be advertised in separate advertisements.

2.2 SFHA SELECTION PROCESS:

For the rehabilitation aspect of the program, the (SFHA) has a preference for projects in non-impacted areas or areas targeted by the City of San Francisco to be revitalized and provide more rehabilitation spending per unit than the minimum \$1,000.00 per unit. This preference does not apply to new construction projects. Ranking criteria will be outlined in the advertisement announcing the availability of PBV units. The SFHA is looking for owners with experience in construction or rehabilitation and property management that are also able to demonstrate a solid financial commitment for the project and offer a partnership with supportive services. Moreover, units will be expected to meet and/or exceed accessibility standards for the disabled

2.3 RECEIVING AND SCREENING PROPOSALS

When Project-Based proposals are received, the date of receipt will be marked on each proposal and a proposal number assigned to it. Essential information will be logged on the appropriate control log, and a file folder will be established for each proposal. Clearly ineligible proposals will be rejected at this point.

If more proposals are received than can possibly be funded, a priority system for processing the remaining proposals will be established. The categories will be:

- Rejected
- Selected for Processing

Two types of criteria will be used to place proposals in the appropriate category. They are Requirements and Rankings. If a proposal fails to meet a requirement, it is clearly ineligible and will be rejected. A system of rankings will be used to determine which proposals will be processed immediately. Projects scoring the highest number of points in the ranking process shall be given priority for consideration.

2.4 REQUIREMENTS

If the following requirements are not met, proposals will be rejected:

- a) The project under consideration must meet HUD goals for deconcentration of poverty in determining areas in which to place subsidized units pursuant to 24 CFR 983.57. In considering appropriate sites for selection, the SFHA recognizes the dearth of housing stock in San Francisco and, in this connection, shall recognize all housing sites as being necessary to meet the overriding housing needs that are not being met by the housing opportunities/stock available in San Francisco. Moreover, zones designated for economic improvement and redevelopment by the City and County of San Francisco shall be deemed eligible sites for PBV activity.

b)

Generally, no more than 25 percent of the dwelling units in each building may have project-based voucher or any other federal project-based housing assistance. The following types of housing units are exempt from the 25 percent per building cap:

- (1) Project-based dwelling units in single family (one-to four-unit) properties;
- (2) units in a multifamily building (5 or more units) set aside for elderly or disabled families; and
- (3) units in a multifamily building set aside for families participating in a voucher, project-based certificate, or public housing FSS program who are in compliance with or have completed their FSS contract of participation. In addition, PHAs may establish additional local requirements to promote income mixing.

The restrictions concerning the number of subsidized units in each building apply to all types of housing selected for the project-based voucher program—existing, newly constructed, and rehabilitated housing.

- c) The proposed property must be eligible for the PBV Program. The following types of units are not eligible for participation in the program:
- Owner occupied units;
 - Housing for which the construction/rehabilitation has started prior to Agreement execution; Except for Existing Housing Projects
 - Manufactured homes;

- Shared Housing; Nursing homes; and facilities providing continual psychiatric, medical, nursing services, board and care or intermediate care;
 - Units within the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
 - Housing located in the Coastal Barrier Resources System designated under the Coastal Barrier Resources Act;
 - Housing located in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
 1. The community in which the area is situated is participating in the National Flood Insurance Program; or
 2. Less than a year has passed since FEMA notification regarding such hazards; and
 3. The HA will ensure that flood insurance on the structure is obtained in compliance with Section 102(a) of the Flood Disaster Protection Act of 1973
 - College or other school dormitory
 - Public Housing units owned by the SFHA;
 - Units subsidized by any other Section 8 assistance (tenant-based or project-based);
 - A unit subsidized with any State or local rent subsidy;
 - A Section 236 project or a unit subsidized with Section 236 rental assistance payments
 - A Rural Development Administration Section 515 project;
 - A unit subsidized with rental assistance payments under section 521 of the Housing Act of 1949;
 - Housing assisted under former Section 23 of the U.S. Housing Act of 1937 (before amendment by the HCD Act of 1974)
 - A Section 221 (d)(3) project;
 - A project with a Section 202 loan;
 - A Section 202 project for non-elderly persons with disabilities (Section 162 assistance);
 - Section 202 supportive housing;
 - Section 811 supportive housing;
 - Section 101 rent supplement projects;
 - A unit subsidized with tenant-based assistance under the HOME Program; or Any unit with other duplicative Federal, State or local housing subsidy, as determined by HUD. For this purpose, “housing subsidy” does not include welfare payments, a social security payment received by the family or a rent reduction because of a tax credit.
- d) Proposed contract rents must not exceed 110% of the established Fair Market Rents as published by HUD, including any area wide exception payment standard if applicable.

- e) The proposed site must meet certain site and neighborhood standards specified in the Code of Federal Regulations, (24CFR 983.57). Although it will not be possible to determine compliance with all of the standards until an inspection is completed. .

Generally, the proposed site should not be isolated from social, recreational, educational, commercial and health facilities and services that are at least equivalent to those typically found in neighborhoods consisting of unassisted housing.

- f) Owners must provide a relocation plan regarding temporary displacement (no permanent displacement allowed). Current occupants of units to be assisted must appear to be eligible for Section 8 assistance. Therefore, if the units to be assisted are occupied by over-income tenants, the proposal calls for a reduction in the total number of units in a fully occupied building, or if the families to be assisted are living in units which are not suitable to family size, the project generally will be rejected or partially assisted. (Rehabilitation and Existing Only) Relocation provisions for minimizing displacement do not apply to Existing Housing Projects.

The project must meet Uniform Relocation Act requirements as follows:

Temporary relocation will not exceed 12 months and every tenant will be given 30 days written notice regarding any relocation along with a copy of the approved relocation plan. Tenants must be provided with alternative housing which is safe, decent and sanitary and receive reimbursement from the owner for reasonable out-of-pocket expenses incurred in connection with the temporary relocation. Such expenses include moving costs to and from temporary housing, increases in monthly housing costs and increases in utility costs.

If the owner can demonstrate that permanent displacement can be prevented by allowing over-income tenants to remain in unassisted units or ineligible tenants to be housed in a suitably sized unit in the same building or complex, the proposal may still be accepted.

Any preliminary determination of a family's eligibility during the initial screening process will be based on unverified information provided in the owner's proposal.

- g) The owner must be able to certify that no tenant has been required to move during the past 12 months except for good cause. If the SFHA has documentation that tenants have been forced to move without good cause, the proposal will be rejected. "Good Cause" includes tenant non-compliance with the lease or failure to carry out tenant obligations under any state and local landlord-tenant law. This information should be submitted with the proposal. (Rehabilitation and Existing Only)

If the owner submitting the proposal has not owned the property for the last 12 months, this certification may be limited to owner's actions during ownership and with respect to acquiring the property.

- h) The owner must provide acceptable evidence of site control (a copy of the deed, purchase option, contract of sale or other documents acceptable to the SFHA as proof of ownership). The SFHA may reject a proposal if adequate evidence of site control is not provided.
- i) Owners must submit the proposed contract rent per unit, including an indication of which utilities, services and equipment are included in the rent, and which are not included. For those utilities that are not included in the rent, an estimate of the average monthly cost for each unit type for the first year of occupancy must be submitted. The SFHA may reject a proposal at the initial screening stage if the proposal appears clearly unfeasible because the current rents substantially exceed the Section 8 Existing Housing Payment Standard Rent Limits.

If the owner is willing to accept lower rents, the owner may appeal the proposal rejection.

- j) The owners must submit a completed HUD form No. 2530 - Previous Participation Certification and resumes for all principal participants.
- k) Housing to be assisted under the PBV Program must be modest in design. Amenities must be limited to those amenities, as determined by HUD, that are generally provided in unassisted, decent, safe and sanitary housing for lower income families in the market area. The use of more durable, high-quality materials to control or reduce maintenance, repair and replacement costs is not considered an excess amenity.
- l) Acceptable amenities are range/oven, refrigerator, disposal, vent fan, carpet/drapes, laundry (coin), underground garage, and solar heat/hot water.
- m) Before any property can qualify for PBV assistance, the SFHA must contract with the unit of general local government to complete and approve the environmental review required by 24 CFR part 58.
- n) All housing must meet applicable accessibility requirements as set forth in Section 504 of the Rehabilitation Act of 1973 in addition to any applicable State and local standards. Moreover, all units must meet the requirements of the Fair Housing Amendment Act of 1988 pursuant to 24 CFR 100.205.
- o) Properties must conform to Section 302 of the Lead-Based Paint Poisoning Prevention Act by establishing procedures to eliminate as far as practicable the hazards of lead-based paint. This requirement does not apply to studio or single room occupancy units. All painted surfaces, interior and exterior, up to five feet from the

floor or ground readily accessible to children under seven years of age must be free of chipping, peeling and loose paint.

- p) Projects seeking to rehabilitate existing structures require a minimum expenditure of \$1,000.00 per assisted unit, including the unit's prorated share of work to be accomplished on common areas or systems. "Existing Housing" Projects must require less than \$1000.00 repairs per assisted unit including the unit's prorated share of work to be accomplished on common areas or systems. There is no limit on the amount of expenditure for new construction projects.
- q) The initial Housing Assistance Payments Contract term for the project may be for up to ten years subject to the future availability of sufficient appropriated funds under the PHA's consolidated ACC with HUD. Within one year before expiration, the PHA may agree to extend the term of the HAP contract for an additional term of up to one year if the PHA determines an extension is appropriate to continue providing affordable housing for low-income families. Subsequent extensions are subject to the same limitations. Any extension of the term must be on the form and subject to the conditions prescribed by HUD at the time of the extension. It is the intent of the SFHA PBV Program to renew PBV HAP Contracts for as long as the overriding need for affordable housing exists and the HAP is necessary to ensure financial viability for the property owner.

2.5 NEW CONSTRUCTION REQUIREMENTS

The owner must submit to the SFHA an architect's certification that the working drawings, specifications and proposed construction comply with HUD minimum property standards, local codes and ordinances, and zoning requirements.

The site must not be located in an area of minority concentration, and must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area, unless the project is necessary to meet overriding housing needs that cannot be met in that housing market area. All sites must be consistent with the requirements of 24 CFR 983.57 and this Administrative Plan.

2.6 ALL OWNER APPLICATIONS MUST CONTAIN:

- a) A description of the proposed housing, including the number of units by size, bedroom count, bathroom count, sketches of the proposed building, unit plans, listing of amenities and services, and estimated date of completion; Existing Housing Projects are excepted from this provision.
- b) Identification and description of the proposed site, site plan and neighborhood, and evidence of site control;

- c) Evidence that the proposed New Construction is permitted by current zoning ordinances or regulations or evidence to indicate that the needed re-zoning is likely and will not delay the project; Existing Housing Projects are not subject to this provision.
- d) A signed certification of the owner's intention to comply with Title VI of the Civil Rights Act of 1966, Title VIII of the Civil Rights Act of 1968, E.O. 11063, E.O. 11246, Section 3 of the Housing and Urban Development Act of 1968 and all applicable Federal requirements listed in 24 CFR 983.11 including, but not limited to, the payment of not less than the prevailing wages in the locality pursuant to the Davis-Bacon Act to all laborers and mechanics employed in the construction or rehabilitation of the project; Existing Housing Projects are not subject to this provision.
- e) A statement from the owner certifying the number of persons, businesses, non-profit corporations occupying the property on the date of submission of the application; the number of persons displaced, temporarily relocated or moved permanently within the building complex; estimated cost of relocation payments and services; the funding source of relocation activities; and the name of the organization that will carry out the relocation activities. Existing Housing Projects are not subject to this provision.
- f) The identity of the owner, developer, builder, architect, management agent (and other participants), the names of officers and principal members, shareholders, investors and other parties having a substantial interest; the previous participation of each in HUD Programs on the prescribed HUD Form No. 2530 and a disclosure of any possible conflict of interest by any of these parties that would be a violation of the Agreement or the Contract; and information on the qualifications and experience of the principle participants;
- g) The owner's plan for managing and maintaining the units;
- h) Evidence of financing or lender interest and the proposed terms of financing;
- i) The proposed term of the Contract; and
- j) Such other information as the SFHA believes necessary.

2.7 INITIAL SCREENING CHECKLIST

The checklist is divided into two sections: Requirements and Rankings. A "No" answer to any of the questions in the Requirements section could result in automatic rejection. Rankings may be stated in absolutes (Yes or No Answers).

2.8 NOTIFYING OWNERS OF SCREENING RESULTS

Once proposals have been screened, owners will be notified about the results. Rejection letters will include the reason for the rejection and indicate the owner's right to appeal the rejection.

The owner should understand that the proposal has not yet been approved for rehabilitation/construction, but only selected for processing. Owners must not begin the rehabilitation/construction or be cautious about entering into commitments for financing or contracts for rehabilitation/construction until the project has been approved.

A formal briefing of tenants will be conducted at a later date; however, tenants will need some basic information about the program and the status of the proposal before inspections of their units begin. The SFHA may participate in a meeting scheduled with the tenants to discuss the program.

The information collected during the inspection must be sufficient to (1) determine that site and neighborhood standards and other Federal requirements are met; (2) identify the rehabilitation/construction work that is required for units to meet standards or to repair or replace building systems and components in danger of failure; (3) identify other rehabilitation/construction work that the owner wishes to complete and additional energy conservation items that may be cost effective. The SFHA's Section 8 Existing Housing Inspection Form will serve as the guide for the PBV Program inspection format.

When the inspection is completed, the inspector and the owner should agree on the following:

- Deficiencies which must be corrected in order for the assisted unit(s) to meet Housing Quality Standards (HQS) or other Local Standards approved by HUD (including requiring weather stripping and caulking) and, in general terms, the extent of the work that will be done.
- Building systems or components in danger of failure that will be repaired or replaced and, in general terms, the extent of the work that will be done.
- Other rehabilitation/construction work that is eligible under the program, such as making the units accessible for the handicapped or completion of optional energy conservation work.
- Routine maintenance items which must be corrected at the owner's expense because they are not eligible work items.
- Other property improvements the owner wishes to make which are not eligible work items under the PBV Program. Condition reports of eligible required work items will be prepared by the SFHA or its subcontractor. If during the initial inspection, the

SFHA discovers that the proposal does not meet program requirements, the owner will be informed in writing of the reason(s) for the rejection and of the right to appeal.

2.9 ANNUAL INSPECTIONS OF PBV PROPERTIES

Annual HQS Inspections shall be conducted as required by 24 CFR Part 5, subpart G. Annual inspections shall be conducted on all units except that, at the HA's discretion, a representative sample of units representing a minimum of 10 % and not to exceed 25 % of the assisted units can be inspected instead of 100 % of the units.

2.10 RANKING AND SELECTION PROPOSALS

The items on the checklist have been listed in order of importance, with the greatest number of points awarded for factors which are most important and essential to project success.

The SFHA will make judgment about the project as a whole, taking into consideration a wide variety of factors that are not easily quantifiable. Generally, projects scoring the highest points for each category will receive the highest overall feasibility scores. However, the SFHA will be consistent as possible in awarding points. Screening of Existing Housing Projects will be conducted separately from New Construction/Rehabilitation Projects.

The SFHA will select projects it plans to approve and notify all owners of the results. Selection will be based on the results of the ranking; However, the selection may be adjusted somewhat to take into consideration the number and bedroom distribution of units approved in the allocation.

Tied scores shall be selected based on the date and time a proposal was received

Owners whose proposals have been selected will be informed in writing of the number of units that the SFHA has tentatively approved, and the owner advised to request all tenants of units proposed for assistance prepare preliminary applications so tenant eligibility can be determined.

Incomplete applications or applications that cannot be fully funded shall be rejected. Owners shall be advised that they may resubmit the application at a later date in response to a future advertisement. Applications which are deemed incomplete due to technical errors in the documentation, may be given an opportunity to correct the error and considered for the advertisement to which it responded initially.

The preliminary selection notice will explain to the owner the next steps in processing the proposal, including:

- Obtaining a firm financial commitment
- Notifying tenants about the selection of the proposal and their relocation responsibilities and rights. The owner should explain the Section 8 Program, their rights and responsibilities under the program, and the eligibility determination process. A more detailed briefing will be provided by the SFHA when eligibility interviews are conducted.
- The selection of a rehabilitation/construction contractor is the sole responsibility of the owner; the SFHA will not assume any responsibility or liability for the performance of any contractor. Owner must be willing to certify that the selected contractor has not been debarred from participation in Federally Funded Programs.
- Filling vacancies with applicants from the SFHA waiting list prior to the execution of the HAP Contract.

Notwithstanding the competitive selection procedures, non-competitive PBV assistance can be attached to housing selected under a Federal, State or local government housing assistance, community development, or supportive services program that requires competitive selection of proposals (e.g. HOPE VI, HOME and Tax Credit units), where the proposal has been selected in accordance with such program's competitive selection requirements.

2.11 THE ELIGIBILITY PROCESS

The eligibility criteria for families under the PBV Program are identical to those used in the Existing Housing Program. Units which are occupied by ineligible tenants cannot be placed under Agreement or HAP Contract. The Agency will inspect each unit proposed for the PBV Program and identify any tenants that reside in said units.

A variety of problems may be encountered in determining family eligibility, including families who are not income eligible and otherwise eligible families whose units are too large or too small for their family composition. Mitigation to these situations will be subject to PBV Final Rule Guidance.

3.0 SFHA /OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY

This Section outlines the responsibilities and obligations of the SFHA, the Section 8 Owners/Landlords, and the participating families.

3.1 SFHA RESPONSIBILITIES

- A. The SFHA will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the SFHA Section 8 PBV Administrative Plan.
- B. In administering the program, the SFHA must:
 - 1. Publish and disseminate information about the availability and nature of housing assistance under the program;
 - 2. Explain the program to owners and families;
 - 3. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
 - 4. Affirmatively further fair housing goals and comply with equal opportunity requirements;
 - 5. Make efforts to help disabled persons secure satisfactory housing;
 - 6. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, certify each selected family, and provide housing information to families selected;
 - 7. Determine who can live in the assisted unit at admission and during the family's participation in the program;
 - 8. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5 and as outlined in Section 3.2 C of the Section 8 Administrative Plan
 - 9. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy or as deemed appropriate by 24 CFR Part 983;
 - 10. Determine the amount of the housing assistance payment for a family;

11. Determine the maximum rent to the owner and whether the rent is reasonable;
12. Make timely housing assistance payments to an owner in accordance with the HAP contract;
13. Examine family income, size, composition at admission, and annually during the family's participation in the program. The examination includes verification of income and other family information;
14. Establish and adjust SFHA utility allowance;
15. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the SFHA, if the owner defaults (e.g., HQS violation);
16. Determine whether to terminate assistance to a participant family for violation of family obligations;
17. Conduct informal reviews of certain SFHA decisions concerning applicants for participation in the program;
18. Conduct informal hearings on certain SFHA decisions concerning participant families;
19. Provide sound financial management of the program;

3.2 OWNER RESPONSIBILITY

- A. The owner is responsible for performing all of the owner's obligations under the Agreement (New Construction and Rehabilitation Only), HAP contract and the lease.
- B. The owner is responsible for:
 1. Performing all management and rental functions for the assisted unit, including selecting a tenant from the Section 8 PBV waiting list to lease the unit, and deciding if the family is suitable for tenancy of the unit.
 2. Renting eligible units solely to eligible PBV families;
 3. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
 4. Complying with equal opportunity requirements.

5. Preparing and furnishing to the SFHA information required under the HAP contract;
 6. Collecting from the family:
 - a. Any security deposit required under the lease.
 - b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment.
 - c. Any charges for unit damage by the family.
 7. Enforcing tenant obligations under the lease.
 8. Paying for utilities and services (unless paid by the family under the lease.)
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.

3.3 OBLIGATIONS OF THE PARTICIPANT

This Section states the obligations of a participant family under the program.

- A. Supplying required information.
1. The family must supply any information that the SFHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.
 2. The family must supply any information requested by the SFHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
 3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
 4. Any information supplied by the family must be true and complete.
- B. HQS breach caused by the Family

The family is responsible for any HQS breach caused by the family or its guests.

C. Allowing SFHA Inspection

The family must allow the SFHA to inspect the unit at reasonable times and after at least 24 hours notice.

Moreover, the family must grant the owner access to the unit, with reasonable notice (24 Hours), to complete repairs required by the SFHA. If the family fails to grant the owner timely access to the unit, the SFHA may terminate the family subsidy.

D. Violation of Lease

The family may not commit any serious or repeated violation of the lease.

E. Family Notice of Move or Lease Termination

The family must provide the owner at least 30 day's notice in writing, with copy to SFHA before the family moves out.

F. Owner Eviction Notice

The family must promptly give the SFHA a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
2. Prior to the SFHA approval of the composition of the assisted family residing in the unit, the owner must first authorize the addition of any household member. The SFHA will send the owner the appropriate form for the owner to sign. The SFHA must approve the composition of the assisted family residing in the unit. The family must promptly inform the SFHA of the birth, adoption or court-awarded custody of a child. The family must request approval from the SFHA to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).
3. The family must promptly notify the SFHA if any family member no longer resides in the unit.

4. If the SFHA has given approval, a foster child/foster adult or a live-in aide may reside in the unit.
5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.
6. The family must not sublease the unit.
7. The family must not assign the lease or transfer the unit.

H. Absence from the Unit

The family must supply any information or certification requested by the SFHA to verify that the family is living in the unit, or relating to family absence from the unit, including any SFHA requested information or certification on the purposes of family absences. The family must cooperate with the SFHA for this purpose. The family must promptly notify the SFHA of its absence from the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from the SFHA for absences exceeding 30 days. The SFHA will make a determination within 5 business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the PBV program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)
3. Other absences that are deemed necessary by the SFHA

I. Interest in the Unit

The family may not own or have any interest in the unit.

J. Fraud and Other Program Violation

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.

K. Crime by Family Members

The members of the family may not engage in drug-related criminal activity or other violent criminal activity.

L. Other Housing Assistance

An assisted family, or members of the family, may not receive Section 8 PBV assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

4.0 ELIGIBILITY FOR ADMISSION

4.1 INTRODUCTION

There are five eligibility requirements for admission to Section 8 PBV Programs – must qualify as a family, must have an income within the income limits, must meet citizenship/eligible immigrant criteria, must provide documentation to verify you have Social Security Numbers for all household members, and sign consent authorization documents. In addition to the eligibility criteria, families must also meet the SFHA

screening criteria in order to be admitted to the Section 8 PBV Program.

For the purposes of determining eligibility for the Section 8 PBV Program, Section 3.2 of the Section 8 Administrative Plan shall apply.

5.0 ADMINISTRATION OF WAITING LIST

5.1 OPENING THE WAITING LIST

The Project-Based Program waiting list shall be the same as the waiting list for the Existing Section 8 Program. All applicants assisted under the PBV Program must come from the Section 8 wait list. In addition, pursuant to 24 CFR 983.203 (b), in-place tenants, that are eligible for participation, in units selected for assistance under the PBV Program, must be afforded the opportunity to lease the unit without requiring the family to be placed on the waiting list.

Other applications for the Section 8 PBV Program may be made pursuant to any stated format in advertisements published pursuant to section 5.2 below.

The SFHA will accept pre-applications for placement on the waiting list at which time the applicant will self-declare their eligibility based on the eligibility requirements noted in the published announcement of the opening of the waiting list. Just prior to Certification, applicants will be required to complete an application for final eligibility determination whereby the SFHA staff will verify all income, assets and the preferences declared by the applicant during the pre-application stage.

Pre-applications will be accepted during the advertised periods of enrollment. These enrollment periods are determined based upon the need for the SFHA to augment its Section 8 waiting list so that the SFHA will have a sufficient number of applicants to maintain an adequate level of occupancy.

5.2 APPLICATION PROCESS

The SFHA will take pre-applications pursuant to a public advertisement. Pre-application intake will be announced to the public in advertisements run once a week for three consecutive weeks. Advertisements will be placed in the following:

- San Francisco Chronicle/Examiner
- Minority-owned and foreign language newspapers
- Posting in the lobby of the SFHA office at 440 Turk Street and the Leased Housing Division office.
- Posting in offices of the Public Housing developments of the SFHA
- Radio and television stations (if possible) in order to inform the visually impaired
- Notices circulated for posting at social service agencies, community centers and Bay Area Public Housing Agencies.

The advertisement will inform interested parties of the pre-application system to be used by the SFHA; the dates, times and locations pre-applications can be obtained; the deadline date, method and location for submitting the pre-applications and basic eligibility requirements.

5.3 RANKING METHOD

Pre-applications will be selected from the total applicant pool by random lottery and ranked on the waiting list by preference category. The pre-application will ask applicants to designate which priority category they believe they will qualify for. Pre-applications will be sorted in each preference category by date and time of application and a list generated in rank order.

In limited, targeted outreach, the SFHA reserves the right to rank pre-applications in order of date and time received in lieu of conducting a random lottery to determine the applicants' places on the waiting list.

Each applicant will be provided with a description of all SFHA preferences and will be required to self-certify, at the time of pre-application, whether the household qualifies for a preference. Selection from the Section 8 waiting list will be based on pre-applicant self-certification. At the time of final eligibility determination, SFHA applicants will be required to certify to all information they provide to SFHA and to sign verification forms permitting the release of information from verifying agencies, including the Authorization to Release Information/Privacy Act Notice form which is a general release form. Documentation of all verifications will be placed in the applicant/participant file.

Family income and assets and all factors related to eligibility must be verified, including preferences and immigration eligibility. Verifications must be completed before an applicant will be Certified for participation in the PBV Program except as provided by Section 214 of the Housing and Community Development Act of 1980 regarding verification of Immigration Status. SFHA will use third party verification whenever possible. This will include mailing forms directly to the third party and having them mailed back to SFHA. If third party written verification is not possible, SFHA will review documents brought in by applicants/current participants or obtain oral verification with the third party by phone, documenting name, department, position, date of verification and other pertinent information. If there are no documents, SFHA may use a notarized applicant certification for verification.

If the priority category changes for any reason, the applicant will be placed at the end of the proper preference category.

5.4 CLOSING OF THE WAITING LIST

The advertisement opening the waiting list will also specify when the period for submitting pre-applications will end. A notice will be posted in the lobby of the main office of the SFHA (440 Turk Street) and the Leased Housing Division office advising interested parties that the SFHA is not accepting pre-applications for the Section 8 Program.

6.0 SELECTION FROM THE WAITING LIST

6.1 PREFERENCES

In accordance with the Quality Housing and Work Responsibility Act of 1998, SFHA will administer its Section 8 PBV program so that the following Income Targeting objectives are achieved for the period from April 1, 1999 through September 30, 2000, and for each fiscal year thereafter:

- Not less than 75% of new admissions to project-based Section 8 assistance programs must have incomes at or below 30 % of the area median income.
- The remainder of new admissions to project-based Section 8 assistance programs must have incomes at or below 80% of the area median.]

Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income, the SFHA retains the right to skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

However, despite all preference categories listed below, pursuant to 24 CFR 983.203 (b), in-place tenants, that are eligible for participation, in units selected for assistance under the PBV Program, must be afforded the opportunity to lease the unit without requiring the family to be placed on the waiting list.

The SFHA has adopted the Federal Preferences as Local Preferences in administering its assisted housing programs. [If Federal Preferences are required, the SFHA local preferences are to be considered ranking preferences.]

The SFHA employs the following system of local preferences in administering its wait list. The local preferences consist of:

1. INVOLUNTARY DISPLACEMENT:

An applicant is or will be involuntarily displaced if the applicant has vacated or will have to vacate his or her housing unit as a result of one or more of the following actions:

Natural Disaster: a disaster such as a fire, flood or earthquake that resulted in the uninhabitability of the applicant's unit.

Domestic Violence: an applicant who has vacated due to actual or threatened physical violence directed against the applicant or one or more members of the applicant's family by a spouse or other household member, who lives in housing with an individual who engages in such violence.

Government Action: an action of a government agency related to code enforcement or public improvement or development.

Landlord Action: an action by a housing owner that results in an applicant's having to vacate his or her unit, where the reason for the owner's action was beyond the applicant's ability to control or prevent, and despite the applicant having met all previously imposed conditions of occupancy, and the action is other than a rent increase.

2. SUBSTANDARD HOUSING:

Homeless: An applicant who is a "homeless family" shall be considered to be living in substandard housing if the individual or family:

Lacks a fixed regular, and adequate nighttime residence; and

Has a primary residence that is:

A supervised publicly or privately operated shelter designed to provide temporary living accommodations, (including welfare hotels, congregate shelters, and transitional housing for the mentally ill); or

An institution that provides a temporary residence for individuals intended to be institutionalized; or

A public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.

A "homeless family" does not include any individual imprisoned or otherwise detained pursuant to state or federal law.

Non-Homeless: A non-homeless family is living in substandard housing if their present unit meets any of the following criteria: it is "dilapidated;" it does not have operable indoor plumbing; it does not have a usable flush toilet and a usable bathtub or shower inside the unit for the exclusive use of the family; it does not have electricity, or has inadequate or unsafe electrical service; it does not have a safe or adequate source of heat; it should, but does not have a kitchen, or it has been declared unfit for habitation by a government agency. A housing unit is "dilapidated" if it does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family or it has one or more critical defects or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. The defects

may have resulted from the original construction, or from continued neglect or lack of repair, or from serious damage to the structure.

3. PAYING MORE THAN 50% OF INCOME FOR HOUSING:

An applicant shall qualify for this federal preference if the family is paying more than 50 percent of the total family income for rent. However, an applicant may not qualify for a preference under this section if the applicant is paying more than 50 percent of family income to rent a unit because his or her housing assistance under the public housing, Section 8 program, or any program under the Housing and Urban Development Act of 1965 with respect to that unit has been terminated as a result of the applicant's refusal to comply with applicable program policies and procedures with respect to the occupancy of under-occupied and overcrowded units.

The SFHA will weigh each local preference equally. That is, an applicant that meets the federal definition of any or all of the local preferences will receive an equal priority. Specific applicant preference procedures, definitions and requirements not covered in this policy shall follow the HUD regulations found at 24 CFR Part 5, as amended from time to time.

The SFHA has adopted the following as secondary local preferences:

1. Residency status: A family is considered a “resident” of the City and County of San Francisco, if (a) they live in San Francisco or (b) the head of household or spouse is employed or has been notified that he/she has been hired to work in San Francisco. The Family must submit documentation that provides a current address of residency or employment and sign a waiver to permit the SFHA to verify the address.
2. Veterans status: A member of the United States Armed Forces honorable discharged from service or currently listed and is the head of house hold or spouse of the applicant family. Verification will be provided by the Veterans Administration.
3. Welfare to Work Participants in good standing with their obligations to the Welfare to Work Program.

6.2 ORDER OF SELECTION

The SFHA will rank and admit applicants from the waiting list in accordance with the following priority categories:

Level of Priority	Category One	Category Two	Category Three	Category Four
1	Local Preference	Resident	Veteran	Welfare to Work
2	Local Preference	Resident	Veteran	Non-Welfare to Work
3	Local Preference	Resident	Non-Veteran	Welfare to Work
4	Local Preference	Resident	Non-Veteran	Non-Welfare to Work
5	Local Preference	Non-Resident	Veteran	Welfare to Work
6	Local Preference	Non-Resident	Veteran	Non-Welfare to Work
7	Local Preference	Non-Resident	Non-Veteran	Welfare to Work
8	Local Preference	Non-Resident	Non-Veteran	Non-Welfare to Work
9	No Local Preference	Resident	Veteran	Welfare to Work
10	No Local Preference	Resident	Veteran	Non-Welfare to Work
11	No Local Preference	Resident	Non-Veteran	Welfare to Work
12	No Local Preference	Resident	Non-Veteran	Non-Welfare to Work
13	No Local Preference	Non-Resident	Veteran	Welfare to Work
14	No Local Preference	Non-Resident	Veteran	Non-Welfare to Work
15	No Local Preference	Non-Resident	Non-Veteran	Welfare to Work
16	No Local Preference	Non-Resident	Non-Veteran	Non-Welfare to Work

Units shall be filled in the order indicated above. Applicants at the top of the list will be notified of a vacancy and asked to participate in the PBV Program. If they refuse or do

not respond, the next applicant is contacted, and so on. If at any time the waiting list does not contain a sufficient number of preference applications, the PBV referrals will be made to non-Local preference eligible applicants without regard to Preference Status.

Notwithstanding the selection process indicated above, pursuant to 24 CFR 983.203 (b), in-place tenants, that are eligible for participation, in units selected for assistance under the PBV Program, must be afforded the opportunity to lease the unit without requiring the family to be placed on the waiting list.

Moreover, for units rehabilitated or constructed with HOPWA capital funding, the SFHA may skip down the wait list to offer PBV assistance to households on the Section 8 wait list who have a family member who has been diagnosed with disabling HIV or AIDS and interested in the PBV assistance.

Applicants shall have priority over participants who already have a subsidy in making referrals to PBV units. Applicants will be considered on a first come, first served basis for referral to PBV units.

6.3 PROCEDURES FOR REMOVING NAMES FROM THE WAITING LIST

The SFHA will not remove an applicant's name from the waiting list unless:

- A. The applicant requests that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses more than three scheduled appointments; or
- C. The applicant does not meet either the eligibility or screening criteria for the program.

6.4 UPDATING OF THE WAITING LIST

In order to ensure the waiting list is accurate and current, the SFHA will update the waiting list periodically, but no more than annually, by requesting each household to submit a revised pre-application form. The following guidelines will govern update procedures:

- The SFHA will mail an update request letter and a blank pre-application form to each household on the waiting list.
- The request will be mailed to the applicant's last known address. Applicants will be advised in the eligibility letter of their responsibility to notify the SFHA, in writing, of any address changes. If the applicant fails to notify the SFHA of an address change, the SFHA accepts no responsibility for the applicant's failure to receive the update request.

- The update request letter will include a deadline date by which applicants must return the pre-application and will specify return by mail or in person. The letter will inform the applicant that if the SFHA fails to receive the updated pre-application form by the deadline date, the applicant's name will be removed from the waiting list.
- Applicants will be given a reasonable time to complete and return the updated pre-applications, generally not less than 14 calendar days.
- The SFHA accepts no responsibility for delays created by the United States Postal Service.
- The SFHA will make reasonable accommodations for the special needs of disabled applicants if the SFHA has been made aware of those needs.
- The SFHA will acknowledge all updated pre-applications received, in writing, to each applicant which will include a determination of eligibility, ineligibility or change in preference status.

6.5 REFUSAL TO LIST AN APPLICANT OR REMOVAL OF AN APPLICANT FOR SPECIFIC GROUNDS

The SFHA may deny listing an applicant on the waiting list, remove an applicant from the waiting list, deny or withdraw an offer of housing to an applicant pursuant to section 5.7 of the Section 8 Administrative Plan.

6.6 GROUNDS FOR DENIAL

The SFHA may deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process;
- E. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff, or cause damage to the property. In determining whether to deny assistance, the SFHA will review criminal background checks for all adults and look at criminal activity list for the past ten (10) years. Any drug activity from 0 to 10 years old will result in automatic denial. Applicant may appeal upon denial and present mitigating evidence.

- F. Currently owes rent or other amounts to any housing authority in connection with the public housing or Section 8 Programs.
- G. Have committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- H. Have a family member who was evicted from public housing within the last three years;
- I. Have a family member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- J. Have a family member who is illegally using 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. The SFHA may waive this requirement if:
 - 1. The person demonstrates to the SFHA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 - 2. The person has successfully completed a supervised drug or alcohol rehabilitation program;
 - 3. The person has otherwise been rehabilitated successfully as determined by the SFHA based on evidentiary supporting material; or
 - 4. The person is participating in a supervised drug or alcohol rehabilitation program.
- K. Have engaged in or threatened abusive or violent behavior towards any SFHA staff or residents;
- L. Have a family household member who has been terminated under the Certificate or Voucher Program during the last three years;
- M. Have a family member who has been convicted of manufacturing or producing methamphetamine (speed) (Denied for life);
- N. Have a family member with a lifetime registration under a State sex offender registration program (Denied for life).

6.7 INFORMAL REVIEW

If the SFHA determines that an applicant does not meet the criteria for receiving Section 8 assistance, the SFHA will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 10 business days of the denial. The SFHA will describe how to obtain the informal review. The informal review process as described in section 16.2 of the Section 8 Administrative Plan applies.

7.0 Occupancy Standards

The SFHA will follow an occupancy policy, which prevents overcrowding of units or under utilization of units. The following guidelines shall determine the minimum and maximum number of occupancy per unit size:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
SRO	1	1
0	1	2
1	1	4
2	2	6
3	3	8
4	4	10

Bedroom size will also be determined using the following guidelines:

- A. Household members of the same sex, regardless of age, will share a bedroom.
- B. Children of the opposite sex, both under the age of (3) will share a bedroom.
- C. A parent and child, regardless of age, may be issued a two-bedroom Voucher
- D. Live-in aides may get a separate bedroom.

Single person households will be issued a Studio Voucher. However, should the family locate a one-bedroom unit, the SFHA reserves the right to upgrade the family's Voucher to a one-bedroom subsidy.

The SFHA shall consider Single Room Occupancy (SRO) units for occupancy under the tenant-based Housing Choice Voucher Program exclusively as a reasonable accommodation for a person with disabilities.

The SFHA will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a medical reason why the larger size is necessary. [In general, valid reasons for larger BR size Vouchers should document the family's need for medical equipment that would not ordinarily be accommodated in the](#)

appropriately sized unit as a result of a disability. However, the SFHA reserves the right to review each case on an individual basis to make final determination of the need for an additional bedroom.

7.1 BRIEFING

When the SFHA selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. In order to be certified the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. Failure to attend a briefing without good cause may result in denied admission. The family will be given an opportunity to reschedule a briefing only once. All briefings will be conducted in accordance with Section 6.1 and 6.2 of the Section 8 Administrative Plan.

In addition, PBV participants shall be apprised of the likelihood that they will be issued a tenant-based Voucher after the HAP Contract expires. After 12 months of consecutive tenancy, if the tenant chooses to move, the PBV participant is eligible for continued assistance under the tenant-based Voucher program, other project-based assistance such as Public Housing or other comparable public or private tenant-based assistance, subject to funding availability.

7.2 Selection From Waiting List

Once an owner has contacted the SFHA and informed them of the availability of a unit, the SFHA shall refer an appropriate number of tenants to the owner for suitability screening. The owner shall notify in writing the tenants and the SFHA regarding the refusal of any referred tenants. If additional referrals are needed, the SFHA shall refer additional applicants until the appropriate number of tenants have been accepted by the owner.

Accepted tenants shall be referred to the SFHA for Eligibility determination.

7.3 FAMILY CERTIFICATION

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the SFHA will issue the PBV Statement of Family Responsibility that authorizes the family to participate in the PBV Program.

The owner shall complete a Request For Tenancy Approval and submit it to the SFHA. An inspection of the unit shall be conducted pursuant to HQS in 24 CFR 982.401.

7.4 APPROVAL TO LEASE A UNIT

The SFHA will approve a lease if all of the following conditions are met:

- A. The unit is eligible;
- B. The unit is inspected by the Housing Authority and passes HQS;
- C. The rent to owner is reasonable;
- D. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and
- E. The family continues to meet all eligibility and screening criteria.

If tenancy approval is denied, the Housing Authority will advise the owner and the family in writing and advise them also of any actions they could take that would enable the Housing Authority to approve the tenancy.

The lease term may begin only after all of the following conditions are met:

- A. The unit passes the Housing Authority HQS inspection;
- B. The landlord and tenant sign the lease;
- C. The Housing Authority approves the leasing of the unit.

7.5 SFHA DISAPPROVAL OF OWNER

The Housing Authority will deny participation by an owner at the direction of HUD. The Housing Authority will also deny the owner's participation for any of the following reasons:

- A. The owner has violated any obligations under a Section 8 PBV Housing Assistance Payments Contract;
- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- B. The owner has engaged in drug-related criminal activity or any violent criminal activity;

- C. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;
- D. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:
 - 1. premises by tenants, SFHA employees or owner employees; or
 - 2. residences by neighbors;
- E. Other conflicts of interest under Federal, State, or local law.

7.6 INELIGIBLE/ELIGIBLE HOUSING

The following types of housing cannot be assisted under the Section 8 Project-Based Program:

- A. Housing for which construction or rehabilitation has commenced prior to Agreement execution; This Provision does not apply to Existing Housing Projects.
- B. Shared Housing;
- C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
- D. Housing located in the Coastal Barrier Resources System designated under the Coastal Barrier Resources Act;
- E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
- F. With noted exceptions in 24 CFR 983.7 (6) (i), (ii), Housing located in an area that has been identified by the FEMA as having special flood hazards.
- G. A Public Housing unit.

7.7 SECURITY DEPOSIT

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

8.0 MOVES FROM ASSISTED UNITS

Participating families may not move from an assisted unit with their housing assistance during the initial term of the lease (twelve months). The assistance is tied to the unit and cannot be transported with the tenant. The PHA must issue any eligible family wishing to move with continued assistance a Section 8 Voucher from its tenant-based Voucher Program or other form of assistance that is comparable to the Voucher Program as defined by HUD. If such assistance is not available, the family shall be given priority for the next available unrestricted tenant-based Voucher.

8.1 *WHEN A FAMILY MAY MOVE*

A family participating in the PBV Program may only move from the assisted unit if:

- A. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant; or
- B. The tenant has given notice of lease termination (in accordance with lease agreement) to the owner and SFHA.
- C. Unit is overcrowded or under-occupied pursuant to 24 CFR 983.259 . If a tenant is required to vacate a unit because it is the wrong size or is needed by a disabled family due to accessibility features, the family must move within 60 days or the subsidy will be terminated. In accordance with 24 CFR 983.206, family may not be forced to move unless they reject an alternative offer of housing.
- D. After living in the PBV unit for twelve months, provided that the family is currently in good standing and has not been terminated or skipped from their assisted unit.

9.0 DETERMINATION OF FAMILY INCOME

9.1 INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME

Family income inclusions, deductions and exclusions as stipulated in Section 9 of the Section 8 Administrative Plan apply to the Section 8 PBV Program

10.0 RENT AND HOUSING ASSISTANCE PAYMENT

10.1 GENERAL

Rents for PBV assisted units must be established by contracting with a State Certified Appraiser to establish reasonable rents for the units pursuant to 24 CFR 983.12. In no circumstance can initial rents exceed 110% of the established Fair Market Rent or HUD approved Exception Payment Standard.

Annual rent increases must be requested from the SFHA no less than sixty (60) days prior to the HAP Contract anniversary date in order to be effective on the Contract anniversary date. Failure to submit the request for a rent adjustment in time will result in no increase for the new contract year. Rents may be adjusted up, down or left as is, subject to funding availability.

10.2 RENT REASONABLENESS

The Housing Authority will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

- A. Before any increase in rent to owner is approved;
- B. If the Housing Authority or HUD directs that reasonableness be re-determined.
- C. Pursuant to 24 CFR 983.303.

10.3 MAXIMUM SUBSIDY

110 Percent of the established Fair Market Rent (FMR) published by HUD or the exception payment standard rent (requested by the SFHA and approved by HUD) determines the maximum subsidy for a family.

For a regular tenancy under the PBV Program, the FMR/exception rent limit is the maximum initial gross rent under the assisted lease.

10.4 UTILITY ALLOWANCE

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the Housing Authority uses normal patterns of consumption for the community as a whole and current utility rates.

The Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the Section 8 Department.

The Housing Authority uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the Housing Authority subsidy standards). [There is a utility allowance for Apartments and for Flats/Single Family Dwellings. A Flat shall be defined as a residence that occupies the entire floor of a multi-floor building where each floor is a separate residence, regardless of square footage.](#)

At each reexamination, the Housing Authority applies the utility allowance from the most current utility allowance schedule.

The Housing Authority may approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

10.5 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT

The Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made when due, the owner may charge the SFHA a late payment, agreed to in the Contract and in accordance with generally accepted practices in the City and County of San Francisco jurisdiction.

10.6 CHANGE OF OWNERSHIP

All changes in ownership for PBV units must comply with the provisions set forth in the Housing Assistance Payment Contract.

11.0 Inspection Policies, Housing Quality Standards, and Damage Claims

The SFHA will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Existing Program unless the HQS are met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS. At the HA's discretion, a sample of units for a particular project representing a minimum of 10 % and a maximum of 25% may be substituted for the annual inspection requirements under the PBV Program.

The SFHA must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family can not be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, the SFHA will only schedule one more inspection. If the family misses two inspections, the SFHA will consider the family to have violated a Family Obligation and their assistance will be terminated. Inspections standards outlined in Section 12 of the Section 8 Administrative Plan and 24 CFR 982.401 apply to the PBV Program.

11.1 VACANCY LOSS

The SFHA shall continue to provide assistance for a unit that becomes vacant for up to a maximum of 60 days after the unit becomes vacant. Such payments may only be made if the vacancy is not the fault of the owner, and the owner and the SFHA take "every reasonable action" to minimize the likelihood and extent of the vacancy. Vacancy shall be paid at a rate of 80 % of the Contract Rent after deduction of any excess tenant deposit.

If no eligible family rents a vacant unit within 120 days after the vacancy commenced, the SFHA may terminate its commitment to make any additional HAPs for the unit for the balance of the HAP Contract term.

12.0 RECERTIFICATION

12.1 ANNUAL RE-EXAMINATION

At least annually the SFHA will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

The SFHA will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. The letter includes forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances. All income and assets shall be verified using third party income verification. This is defined as verification that has not been touched by the tenant/applicant. In the interest of time, once 3rd party income verification has been sent out, rent calculations will be completed once all 2nd party verification from the providing source has been secured. Once the 3rd Party Verification documentation is received in the office, staff will compare the 2nd and 3rd party verifications to see if there is the need to adjust the rent calculation. If the 3rd party verification is not returned, staff will document that an attempt was made to retrieve 3rd party documentation, by placing a copy of the 3rd party request for verification in the file and accept the 2nd party verification as adequate proof of income/asset verification.

Upon receipt of verification, the SFHA will determine the family's annual income and will calculate their family share.

12.1.1 Effective Date of Rent Changes for Annual Reexaminations

The new family share will generally be effective upon the anniversary date with 30 days notice of any rent increase to the family. [In the event of a reduction in the Payment Standard of more than 5 %, notice of a rent adjustment to the family will be extended beyond the stated notice above by sixty days.](#)

If the rent determination is delayed due to a reason beyond the control of the family, then

any rent increase will be effective the first of the month after the month in which the family receives a 30 day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

12.1.2 Re-examination by Mail

The SFHA's Section 8 program will complete a minimum of 30% of re-examinations by mail.

All first time re-examinations must be completed at the SFHA's Section 8 office unless requested as a reasonable accommodation by a disabled individual.

12.1.3 Effective Dates of Interim Re-examinations of Rent

Income changes must be reported within 30-days. Changes that decrease the amount of rent payment made by the participant will be made effective the first of the month following the receipt of the notice to SFHA. However, this provision will not apply and no retroactive changes will be made if the notice of the change is not reported timely.

Changes that increase the amount of payment made by the tenant will be effective at the time of the annual re-examination.

If the annual re-examination is less than 30 days away the change will take effect on the first day of the second month following the date in which the change occurs.

If a family had requested a rent adjustment due to a loss of income (i.e. losing a job, going on unemployment or disability) where the rent was adjusted downward the first of the month following the receipt of written notice, and if this same family begins working again or the income is increased due to other sources (i.e. social security), the rent may be increased following a minimum 30-day written notice to the family.

For [elderly/disabled](#) families moving from TANF to work the increase in rent will not become effective for at least 6 months regardless of the annual re-examination date.

An interim re-examination will not be required if the participant requests to move to a new unit within 60 days of the last annual re-examination provided that the income verification is not more than 120 days old from the new lease effective date.

Errors made by the SFHA will not adversely effect the participant. Errors that resulted in overpayment of rent by the participant will be reimbursed to the participant. Errors by the SFHA that resulted in underpayment of rent by the tenant will not result in a

retroactive payment from the tenant. The change in rent will be made effective the first of the second month following notice to the participant and owner.

As stated in the Quality Housing and Work Responsibility Act (QHWR) of 1998. Income changes resulting from welfare program requirements. 1) If a family's welfare benefits are lowered due to the family's failure to comply with program requirements the HA must not reduce the family's rent. 2) HA's are not to consider a loss of benefits due to the expiration of lifetime time limits as a failure to comply and the HA must lower the tenant's rent. 3) If the family's benefits are reduced because of fraud the HA must not lower the rent.

12.1.4 Missed Appointments

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the SFHA taking action to terminate the family's assistance.

12.1.5 INCLUSIONARY CLAUSE

Notwithstanding the above sections regarding re-examinations, Section 14 of the Section 8 Administrative Plan in its entirety shall apply to the PBV Program.

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13.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE SFHA

24 CFR 983.207 applies. The Housing Authority may at any time terminate program assistance for a participant, because of any of the actions or inaction by the household:

- A. If the family violates any family obligations under the program.
- B. If a family member fails to sign and submit consent forms.
- C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the SFHA determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.
- D. If any member of the family has ever been evicted from public housing.
- E. If the Housing Authority has ever terminated assistance under the Certificate or Voucher Program for any member of the family.
- F. If any member of the family commits drug-related criminal activity, or violent criminal activity.
- G. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.
- H. If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with any Section 8 or public housing assistance under the 1937 Act.
- I. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- J. If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority. (The Housing Authority, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. The Housing Authority may prescribe the terms of the agreement.)

- K. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.
- L. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.
- M. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the SFHA to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

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14.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, AND INFORMAL HEARINGS FOR PARTICIPANTS

14.1 COMPLAINTS

The SFHA will investigate and respond to complaints by participant families, owners, and the general public. The SFHA may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

Informal reviews and hearings shall be conducted pursuant to Section 16 of the Section 8 Administrative Plan

15.0 TERMINATION OF THE LEASE AND CONTRACT

The term of the lease is independent of the term of the HAP contract for the PBV Program. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract at the expiration of the term by refusing an offer of renewal of the HAP Contract. The HAP contract may be terminated by the SFHA. Under some circumstances the contract automatically terminates.

A. Termination of the lease

1. By the family

The family may terminate the lease without cause upon proper notice to the owner and to the SFHA after the first year of the lease. The length of the notice that is required is stated in the lease (generally no more than 60 days).

2. By the owner.

a. The owner may terminate the lease during its term and in accordance with the provisions of the Rent Ordinance for the following reasons:

- i. Serious or repeated violations of the terms or conditions of the lease;
- ii. Violation of Federal, State, or local law that impose obligations on the tenant in connection with the occupancy or use of the unit and its premises;

- iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;
- iv. Any drug-related criminal activity on or near the premises;
- v. Other good cause. Other good cause may include, but is not limited to:
 - (1) Failure by the family to accept the offer of a new lease;
 - (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
 - (3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit; or to renovate the unit,

b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.

c. The owner may only evict the tenant by instituting court action. The owner must give the SFHA a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.

3. Termination of the Lease by mutual agreement

The family and the owner may at any time mutually agree to terminate the lease.

B. Termination of the Contract

1. Termination of the contract by the owner

The owner may only terminate the contract by refusing to renew the HAP contract after the expiration of a HAP term.

2. Termination of the HAP contract by the SFHA

The Housing Authority may terminate the HAP contract because:

- a. The SFHA determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.
- b. The owner has breached the contract in any of the following ways:
 - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.
 - ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937.
 - iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
 - iv. If the owner has engaged in drug trafficking

16.0 SFHA OWNED HOUSING

Units owned by the SFHA and not receiving subsidy under any other program are eligible housing units for the PBV Program. In order to comply with federal regulation, the SFHA will be required to request that the Regional HUD office conduct the provisions set for in sections 2, 3.2, 7.5, 10.1, 10.2, 10.4, 10.5, 11, 14 and 15 of the PBV Administrative Plan.

17.0 MISCELLANEOUS

17.1 ASSISTING FAMILIES EXPERIENCING ILEGAL DISCRIMINATION

It is the policy of the SFHA to comply fully with all federal, state and local anti-discrimination laws. The SFHA will not discriminate against any individual or family because of race, color, creed, national or ethnic origin or ancestry, religion, sex, sexual preference, age, disability, handicap, military status, source of income, marital status, presence of children in a household, or because an individual has or is suspected of having Acquired Immune Deficiency Syndrome (AIDS).

During briefing sessions, families are provided with a HUD brochure, Fair Housing- It's Your Right, and a form HUD-903, Housing Discrimination Complaint. If an applicant or participation requests assistance, the SFHA will provide help in completing this form and forwarded it to the California State HUD Office of Fair Housing and Equal Opportunity.

For complaints involving state and local laws, the SFHA will refer the applicant or participant to the appropriate state or city offices. If available, the SFHA will provide forms for filing discrimination complaints to state or city offices.

17.2 FAMILY BREAK-UPS

In the event of a family break-up by divorce or legal separation, the family shall decide who remains in the assisted unit. No further subsidy shall be provided to the departing spouse. In the event that the SFHA must determine which of the family members will continue to receive the Section 8 PBV assistance, the SFHA determination will be made based on the following priorities:

1. Mutual agreement of the family members. All adult family members must sign a mutual agreement form
2. A court stipulated determination of which household retains the assistance
3. The interest of minor children or of ill, elderly or disabled family members
4. The interest of family members who are victims of actual or threatened physical violence directed against a family member by a spouse or other member of the applicant household. Certification from the local police department, a social service agency, court of proper jurisdiction, or clergy, physician or facility that provides shelter or counseling to the victims of domestic violence will be required to verify the domestic violence
5. The continued use of the assistance in the current unit
6. Head-of-household.

The family must notify the SFHA, in writing, within 14 days of the action causing the break-up and request a determination of the assignment of the assistance. The SFHA may schedule a meeting with the family members to discuss the assignment.

17.3 JOINT CUSTODY OF CHILDREN

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

When both parents are on the Waiting List and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

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18.0 REPAYMENT AGREEMENTS

Section 8 PBV participants may incur debts to the SFHA as a result of failure to accurately report income and family composition, for charges due under the lease that are paid by the SFHA and, under the certificate program, payments for units vacated in violation of the lease. Section 8 landlords may also incur a liability as a result of overpayment of HAP. The SFHA may, at its sole discretion, initiate a termination action, require repayment in a lump sum or allow the debtor to execute a promissory note to repay the debt over a period of time. The SFHA will take into consideration the amounts owed and the likelihood that the debtor will repay the debt before approving a repayment plan.

18.1 PARTICIPANTS

When a debt from a participant is established, the SFHA will determine whether there are other outstanding repayment agreements. If there are and the participant is not current on all payments, the SFHA will not execute a new repayment agreement. The participant will be required to pay the debt in full in order to continue to receive assistance from the SFHA. If there are no outstanding repayment agreements or if an agreement exists, the participant is current on all payments and the participant has adequate resources, the SFHA will allow the participant to enter into a promissory note to repay the new debt. The SFHA will require repayment over a twelve month period, with an initial payment of no less than 25 percent of the amount owed and eleven additional monthly payments over the remaining period. For debts in excess of \$1,000, the SFHA will consider a repayment agreement over eighteen months, with an initial payment of no less than 25 percent of the amount owed and seventeen additional monthly payments over the remaining period. The promissory note will specify the amounts and due dates of the payments.

Participants are expected to make all payments on a timely basis unless prior arrangements are made with the SFHA due to circumstances beyond the control of the participant. Upon the failure of the participant to make a payment, the SFHA will send a reminder notice requesting payment within five calendar days. If there is no response or a second payment is missed, the SFHA may send a letter demanding full payment of the outstanding amount. If a full payment is not received, the SFHA may initiate a termination of assistance action. The SFHA may periodically employ a collection agency to collect debts from terminated participants.

18.2 APPLICANTS

Applicants who owe money to any SFHA housing program or to any other Public Housing Agency (PHAs) will be required to repay the amount in full prior to receiving PBV assistance.

18.3 OWNERS AND FAMILY DEBTS

SFHA's policies regarding the collection of debts from owners and families, specifically the assessment of debts and method of recovering monies owed to the SFHA shall be consistent with the policies and procedures set forth in section 24 of the Section 8 Administrative Plan.

ADDENDUM TO PHA PLAN TEMPLATE

Section 8 Project-Based Voucher Program

Pursuant to initial guidance published by HUD regarding the Section 8 Project-Based Voucher (PBV) Program in the January 16, 2001 Federal Register, Volume 66, Number 10, this addendum serves to declare that the San Francisco Housing Authority intends to operate and continue to operate a PBV Program as authorized by HUD and in conformity with all nondiscriminatory requirements specified in the PHA Plan regulations and further declares that the SFHA shall affirmatively further fair housing as required by these regulations.

Project-basing of units will secure a base of affordable housing that is to be maintained as affordable for an extended period of time. Historically, less than ten percent (10%) of the available vacant units are made available to families receiving Section 8 subsidies and low-income families are in jeopardy of being shut out of available housing due to rising rents and diminishing availability. Project-basing units will give low-income families an opportunity to secure housing in this restrictive market and not force them to leave the area for less appealing markets. The goals of the SFHA PBV Program are consistent with similar goals set forth by the Consolidated Plan for the City and County of San Francisco. Keeping the units as tenant-based will not provide any guarantee that the families will be able to find housing in San Francisco nor choose to keep their subsidy in San Francisco.

The following is a list of the currently assisted PBV units as well as the units anticipated to be assisted in the coming year. All future units to be considered for the PBV Program will be located within the limits of the City and County of San Francisco's Qualified Census Tracts as listed by the current Census Bureau statistics. Qualified Census Tracts are defined to be Census Tracts with poverty rates below 20 % unless otherwise approved by HUD.

All projects in non-eligible Census Tracts shall be required to be approved by HUD. For clarification purposes, the PBV units may be located in any Census Tracts with a poverty rate of 20 % or less without HUD approval. Attached is a list of eligible Census Tracts.

Units Currently Under Lease

<u># Of Units</u>	<u>Address</u>
31	381 Turk Street
8	416 Bay Street
13	3101 Mission Street
31	1820 Post Street
31	1 Church Street (12 designated as HOPWA)
32	165 8 th Street
10	Rich Sorro Commons (Mission Bay)
8	214 Dolores Street

15	4445 3 rd Street-
1	119 Holy Park Circle
60	Treasure Island
7	1652 Eddy
118	401-499 and 501-599 Bay Street -North Beach
18	172 6 th Street-Dudley Hotel
71	15 Polk Street-Leland Senior Community
61	1594 Market Street-Derek Silva Community
24	522,550,552 Carter & 105 Walbridge-Carter Terrace
26	141-145 Eddy Street-West Hotel
44	34 Turk Street-Dalt Hotel
24	Folsom/Dore Apartments
7	421 Turk Street
<hr/>	
640 Units	

Units In Development

<u># Of Units</u>	<u>Address</u>
22	Treasure Island
88	4 th and Berry Street-Mission Bay Senior
113	999 Geary Street
16	145 Taylor Street
60	Valencia Gardens
20	190 Broadway-Broadway Family Apartments
<hr/>	
319 Units	

The San Francisco Housing Authority intends to fully utilize its maximum allowable allocation of units for the PBV Program as defined by twenty percent (20%) of its baseline number of units in the SFHA's Housing Choice Voucher Program. Effective December 1, 2003, the SFHA Voucher baseline is 7379. Therefore it is anticipated that the SFHA intends to project-based no more than 1,476 units including those units currently under AHAP or HAP.

Moreover, an additional 200 units are in the process of being committed for assistance under the PBV Existing Program that were advertised during FY2003. They are all within the City and County of San Francisco, but have not been listed due to the fact that final commitment has not been made to date and will continue to not be committed until lease up levels permit the commitment.

SAN FRANCISCO HOUSING AUTHORITY
FAMILY SELF SUFFICIENCY PROGRAM
ACTION PLAN



Revised June 7, 2005

SAN FRANCISCO HOUSING AUTHORITY

FAMILY SELF-SUFFICIENCY ACTION PLAN

This Action Plan is established by the San Francisco Housing Authority (SFHA) to provide guidelines for the administration of the Family Self-Sufficiency (FSS) Program. Following HUD's approval of this Action Plan, the SFHA will incorporate this plan as part of our administrative plan for the Section 8 Program and will begin the administration of the FSS program.

The goal of the FSS Program is to promote economic self-sufficiency among the participating families. The eligible families will be united with the appropriate support services and the appropriate resources in the community needed to move them toward economic self-sufficiency. The Program will require a five year commitment from its participants and there will be a financial incentive for the families that achieve employment. An escrow account will be maintained by the SFHA whereby specified money from the Housing Assistance Payments Account will be deposited on behalf of participant families. The escrow money will be turned over to the families that successfully complete the FSS program requirements.

In accordance with the HUD established guidelines the SFHA has established a Program Coordinating Committee (PCC). The PCC is comprised of persons from the public and private sectors, local government, Section 8 participants, SFHA staff, and others in the community. The purpose of the PCC is to identify public and private service groups and resources, to determine the general needs of the population to be served, and the availability of these services and resources. The PCC is an advisory committee that participated in the development of this Action Plan and the revisions to the SFHA Section 8 Administrative Plan. The PCC will also participate in the development and implementation of the FSS program.

The SFHA will offer the FSS Program to current Section 8 Participants. Interested participants will complete a FSS preapplication and attend workshops conducted by the SFHA. The purpose of the workshops will be to provide the families with an explanation of the Program's requirements, expectations and benefits. If there are more applicants than FSS slots a waiting list will be established. A computerized lottery system will be employed to establish the ranking order of the waiting list. Subsequent interested participants will be added to the list by chronological order.

1. ELIGIBLE FAMILY DEMOGRAPHICS

The FSS Program will be offered to holders of the Section 8 Vouchers whose demographics are as follows:

Total number of Section 8 families	7472	%
Number of married households	2138	29
Number of male head of households	2990	40
Number of female head of households	4480	60
Other	2	0

FAMILIES BY RACE

White	1799	24.08
African American	2541	34.01
Native American	40	.54
Asian American	2475	33.12
Hispanics	588	7.87
Other	4	0.40

The SFHA assists a racially and ethnically diverse population of low-income families, disabled and senior citizens totaling 7,472 clients. of these, up to thirty seven (22%) rely on Temporary Assistance For Needy Families (TANF) or other public assistance as their sole source of income. The remaining participants being comprised of low income families earning low wages, disabled and senior citizens relying mostly on Supplemental Security Income (SSI) and Social Security Allotment (SSA) as their sole source income.

Many of the Section 8 participants have expressed an earnest desire to become economically self sufficient. However, a common factor among many of the participants is a lack of education, job training, and affordable childcare. Many of the families at one time or another secure employment. However, these jobs are often low paying, requiring very little skills. This often leaves the family relying on government assistance to supplement their income. For families not receiving some form of structured education and job training this cycle is likely to continue. In addition, a percentage of the participants suffer from alcohol and/or drug abuse, psychological disorders, and domestic violence.

2. SUPPORT SERVICE NEEDS

The families participating in the program will require a broad range of support service needs such as employment training, remedial and continued education, childcare, job search and readiness assistance as well as life skills training.

In addition, some of the families will need substance and domestic abuse counseling, mental health assistance and parenting skills workshops.

3. ESTIMATE OF FAMILIES EXPECTED TO RECEIVE SERVICES

The SFHA has received an allocation of 335 (FSS) slots. These slots will initially be filled in increments of thirty to fifty, preferably on a bi-monthly basis. It is believed that by filling the slots in such a progressive manner, it will enable the SFHA to secure support services for all families; prevent an individual support service

provider from being overburdened, and allow the SFHA to complete thorough initial assessments and case management. We anticipate that such an arrangement will allow the SFHA to seek additional commitments for the FSS program participants.

We anticipate that all families should be adequately served with the amount of resources available within the City and County of San Francisco from the public and private sector.

4. FSS FAMILY SELECTION PROCEDURES

The (SFHA) selection procedures will follow in four progressive steps. Each family will be expected to complete each step prior to the execution of a Contract of Participation (CoP). The steps are:

1) Return of pre-enrollment application, 2) Attend orientation meeting, 3) Personal interview, 4) Good standing confirmation.

Step 1: Pre-enrollment

The (SFHA) will make the initial contact by mailing flyers which will include a statement of the program in Chinese, Spanish, Vietnamese, Cambodian and Russian to the Section 8 participants. The flyers will briefly explain the FSS program. A pre-enrollment form will be included with the flyer. The pre-enrollment form will request minimal information such as, family size, employment status, education level completed and language spoken. It will be clearly stated on the enrollment form that families failing to return the pre-enrollment form within the prescribed period of time will not be considered for the FSS program.

Upon return of the pre-enrollment form the SFHA will date stamp the form and examine the form for completeness. If there are more applicants than FSS slots the SFRA will conduct a computerized lottery to place the families in ranking order. Second letters will be sent notifying families of their eligibility and advising them of their position on the FSS waiting list. Subsequent additions will be added to the wait list in chronological order.

Step 2: Orientation Workshop

The SFHA will conduct orientation workshops designed to provide the families with more detailed information about the FSS program and its benefits. Prior to the date of the orientation workshop the families that expressed an interest in the FSS program will be notified. An appointment will be made for groups of not more than thirty families to attend. Childcare may be provided.

The SFHA may conduct the orientation workshops for non-English speaking families if necessary. Otherwise, the SFHA may have an interpreter present during the orientation. Families will be encouraged to provide their own interpreter services.

Step 3: Interview

Each family will receive a scheduled interview appointment. The personal interview allows the family to receive exclusive attention and address any concerns they may have regarding the FSS program. Assigned staff will seek to ascertain the basic needs of the family based on information derived from the personal interview.

Step 4: Good Standing

Any family selected to participate in the FSS program must be in good standing with the SFHA. Any family that has breached an agreement or is otherwise delinquent on any executed repayment agreement with the SFHA or another Housing Authority is not in good standing and will be denied participation in the FSS program. This will include a family with a history of missed and consistently late payments. Families that execute and adhere to the arrangement of a repayment agreement are considered in good standing.

5. NON-DISCRIMINATION:

The SFHA will select families for the FSS program without regard to their race, color, religion, sex or sexual orientation, family status or national origin. Reasonable conveniences will be afforded any family with disabilities, that otherwise qualify for the program. Provided that such assistance does not cause undo financial and/or administrative burdens to the SFHA.

The SFHA will administer the FSS program in accordance with Title VI of the Civil Rights Act of 1964; the Fair Housing Act: section 504 of the Rehabilitation Act of 1973 and current Statutory and Regulatory rules governing FSS programs as amended in the Housing and Community Development Act of 1993.

6. LOTTERY

The SFHA will initially employ a computerized lottery system to ensure a fair and equitable distribution of FSS slots. The lottery system will apply to both the fifty percent (50%) target group (Project Homeward Bound Homeless Family Program) and the regular Section 8 participants. A separate lottery will be held for each category.

The SFHA will initially target up to fifty (50%) of the FSS slots to families who are currently participating in the Robert Wood Johnson/Project Homeward Bound Program (RWJ/PHB). If the number of families in this category exceed the fifty (50%) limit they will be placed on the list of regular Section 8 participants.

Subsequent outreach will be structured on a chronologically-based wait list.

7. INCENTIVES

The SFHA will offer tangible and non-tangible incentives to the FSS participants that will include:

Escrow Credit:

The escrow credit is monies generated by an increase in family wages that is dispersed to the family upon successful completion of the FSS program.

Home Ownership:

Families may be allowed to make interim withdrawals from the FSS escrow funds to apply towards a down- payment for home ownership by participating in the Home Ownership for Everyone Program HOPE which allows Section 8 subsidy payments to be used towards the purchase of a home.

Transportation:

The SFHA will provide, as it deems necessary, transportation assistance for job interviews or FSS related services.

Gain Program:

The SFHA has commitments from the Department of Social Services that will enable the SFHA to aid families in accessing the Greater Avenue Towards Independence Program.

Wardrobe Assistance:

The SFHA will seek commitments from clothing retailers to donate career clothing for the FSS families.

Non-tangible

The non-tangible incentive will be the boost in self esteem derived from successfully completing the FSS Program and the many benefits that will result thereof.

8. ESCROW ACCOUNT

The escrow account is the financial incentive for families to participate in the FSS Program. Generally, the FSS families continue to pay rent in accordance with their incomes and as a rule, the difference between the rent when a tenant family signs the FSS Contract (referred to as baseline figures) and increase amount paid for rent as the result of earned income is escrowed on behalf of the participant family. The escrow is based on increase of earned income as follows:

- The full amount, before payroll deductions, of wages and salaries, overtime pay, commissions, tips, bonuses, fees, and other compensation for personal services;
- Net income from the operation of a business or profession;
- Military pay that is normally included in the Annual Income definition;
- Earned income does not include pension or annuity, transfer payments, or any cash or in-kind benefits;
- Earned income does not include income of children under 18 (as long as they are not head or spouse). If an adult is added or a child turns 18 after the Contract of Participation is executed, the income is counted;
- The escrow does not include increases in income other than earned income;
- Increases in TANF for a family in which no family member is employed are not counted toward the escrow calculation;
- If the family participates in education or job training and there is no employment income, there is no escrow fund calculation made;

- If the head of household gets married after the execution of the Contract, the spouse's earned income is counted when computing the escrow, regardless of whether they have an individual training and services plan;
- There is a different calculation for families who are Very-Low-Income v. Low-Income;
- For families over the Low-Income limit, there will be no FSS credit. No credits will be made to the family's FSS account when the FSS family has completed the Contract of Participation or when the Contract is terminated or otherwise nullified;
- The SFHA will maintain a single depository account for each FSS family and will credit periodically, but not less than annually, the amount of FSS credit due the family. The SFHA will report, at least once annually, to each FSS family on the status of the family's FSS account;

DISBURSING THE FSS ACCOUNT

The SFHA will normally disburse the escrow account fund;

- When the family completes the Contract, or
- When no family member receives welfare assistance.
- The amount in an FSS account, in excess of any amount owed to the SFHA by the FSS family, is paid to the head of the FSS family;
- When the Contract of Participation has been completed (even if the Contract term has not expired), or
- Whenever 30% of the family's monthly adjusted income equals or exceeds the Payment Standard for the Voucher size issued by the Section 8 Program based on the SFHA's Occupancy Standard and jurisdiction (even if the five years is not up), and
- When, at contract completion, the head of the family certifies that, to the best of his/her knowledge and belief, no family member receives Federal or state welfare assistance (SSI payments for a disabled family member are not subject to this test).

INTERIM DISBURSEMENT

The SFHA may, at its sole option, disburse a portion of the funds from the family's escrow account during the Contract period for Contract-related expenses if the family:

- Has fulfilled certain interim Contract goals, and
- Needs a portion of the FSS account funds for purposes consistent with the Contract such as: 1. School tuition or other school costs 2. Job training expenses 3. Business start-up expenses 4. Car when public transportation is unavailable or inaccessible to the family. Please note the SFHA has the option of disbursing funds directly to the service provider.

- Interim withdrawals may be allowed for a family participating in the Home Ownership for Everyone Program (HOPE) towards the down payment for the purchase of a home.
- The SFHA will contact current landlords renting to FSS families to verify that the family has no outstanding rent delinquency or other cost. Any amount outstanding will be deducted from the escrow by that amount prior to proration and distribution of the interest income. (FSS account balances are adjusted in cases of rent delinquency because the credit is based on the amount of rent the family actually paid, not the amount charged). Although, the family will be notified at least 60 days prior to the distribution of the FSS funds to allow the family to bring their rent current to avoid deduction from the escrow account.

FORFEITING THE ACCOUNT

Amounts in the FSS account will be forfeited if (1.) The Contract of Participation is terminated, or (2.) The Contract of Participation is completed but the family is still receiving welfare assistance when the FSS contract expires, including all extensions, (3) The family commits a Program violation.

9. OUTREACH EFFORTS

The SFHA will notify all Section 8 participants of the FSS program by way of flyers. The flyers will also be sent to agencies that provide FSS related services. In addition, each Section 8 participant will be given written information on the FSS program during their annual recertification reviews.

Applicants on the Section 8 waiting list will be given information on the FSS program to consider as a future prospect. This will be included in their Section 8 briefing packet.

Seminars on the FSS program will be held for prospective support service providers from the public and private sector.

10. FSS ACTIVITIES AND SUPPORTIVE SERVICES

The SFHA has received commitments from various agencies. Some of these agencies will include, but are not limited to:

Employment Development Department (EDD)

EDD provides a wide range of services including job referrals with employers in the private and public Sector, and the Experience Unlimited (EU) which is a self directed organization of professional and technical jobs seekers which provides placement services, assistance in learning job search skills, information on firms and access to telephones, fax, computers, and photocopiers. Also provided are Vocational Assessments with the objective of job placement; Youth Employment Programs designed to assist at risk youth in receiving peer counseling referrals to supportive services, job referrals and referrals to training; and The Job Agent Program that offers supportive services and job placement to economically disadvantaged applicants who have barriers to employment. EDD also maintains a constant report with employers in both the private and public sector and provides employers with information on laws as they relate to human resources and employment.

Department of Social Services (DSS)

DSS will provide financial welfare and general assistance to dependent families and single adults. Their services also include direct referral to the Greater Avenue to independence Program (GAIN) and the General Assistance Training and Employment Program (GATES). Both of these programs offer job training and employment referrals. Also provided is professional case management for families participating in programs offered by DSS, in-home support services, children services, family crises intervention. DSS maintains an ongoing relationship with various agencies throughout San Francisco.

Project Homeward Bound (PHB)

PHB provides referral services to agencies offering FSS related services including professional case management. Families requiring intensive case management will be referred for such services.

San Francisco Community College (SFCC)

SFCC maintains campuses throughout the county of San Francisco providing courses on various subjects, financial aid and educational assessments.

Women Initiative For Self Employment (WISE)

WISE assist women aspiring to become entrepreneurs by providing financial assistance and financial planning, sponsoring workshops, and directing clients to agencies that could provide assistance towards entrepreneurship.

Women in Non-traditional Employment

Women in Non-Traditional Employment is administered by an entrepreneur, Richey Rice-Gore, who secures commitments from employers to employ women in non-traditional jobs such as construction and labor.

Private Industry Council (PIC)

PIC assists clients in securing employment by providing training and referrals for employment to subcontractor who have committed themselves to providing employment. Additionally, PIC participates in the summer Youth Employment and Training Program and the Job Training Partnership Act Training Programs, both of which aid in employment of the clientele they serve.

The SFHA will seek to establish commitments with a host of other public and private agencies. It is our intent to develop agreements for support services.

11. CASE MANAGEMENT

The SFHA has employed the services of a Self Sufficiency Coordinator who will provide case management for families participating in the FSS program. Case management will be provided throughout the term of the Contract. The Coordinator will maintain contact with the families through office/home visits or telephone at least once a month and more frequently during periods of crisis. In addition, The Coordinator will provide the following services:

1. Conduct personal interviews with the family on a continuous basis to review family progress, make any necessary revisions regarding family CoP.
2. Ascertain needs of the family based on information derived from the personal interview.
3. Compile information and documents related to the family.
4. Inform family of available resources and provide information.
5. Prepare and make referrals to the appropriate resources.
6. Intercede on behalf of family when services are not being adequately delivered.
7. Review family progress and make recommendations where necessary.

There will be other functions of the case manager that will develop as the needs of the family evolve. The case management functions will be carried out with a view to aid the family on their path to self sufficiency.

Families that elect to exercise portability may not receive case management. Unless a family can demonstrate, to the satisfaction of the SFHA, that they are able to carry out the obligations set forth in their Contract, no case management will be provided.

12. PORTABILITY

Portability will remain available to all FSS families. However, each family will be required to remain in the SFHA FSS program for the first twelve months of participation in the FSS program. A family that chooses to relocate but remain in the SFHA FSS program will be required to demonstrate, to the satisfaction of the SFHA, that they are able to carry out the obligations set forth in their contract of participation. The SFHA has sole discretion in this regard.

A family requesting a transfer will be required to meet with the FSS Coordinator to review the possible ramifications which could result from the transfer and to review the feasibility of such a move. If an FSS family chooses to move to another community, the FSS Coordinator will contact the receiving Housing Authority to determine whether or not, they able to accept the San Francisco FSS family into their FSS program.

Families currently on transfer from another Housing Authority within San Francisco will be given the opportunity to apply for the SFHA FSS program. These families will be absorbed by the SFHA if they are selected to participate in our FSS program. However, subsequent families who transfer to the SFHA, although given the same opportunity to apply for the SFHA FSS program, will not receive a selection preference. It will be the sole discretion of the SFHA to allow a family to participate in its FSS program.

A family that transfers and is accepted into the receiving Housing Authority FSS program will be canceled from the SFHA FSS program. Their FSS related service will cease and the escrow credit will be transferred to the receiving Housing Authority.

A family that transfers and is not accepted into the receiving Housing Authority FSS program will be canceled from the SFHA FSS program and will forfeit the escrow account.

A family that transfers to another county but remains with the SFHA FSS program will continue to receive case management and support services through the SFHA FSS program. However, the SFHA will apply escrow credits based on escrow credits worksheet prepared by the receiving Housing Authority.

13. CONTRACT OF PARTICIPATION

Once the families goals and objective have been established each family will be required to sign a CoP. The CoP will be effective the first of the month after the contract is executed. The initial term of the CoP will be five years and may be extended an additional two years at the written request of the family, with good cause. (Good cause is considered circumstances beyond the families control such as serious illness or involuntary loss of employment; terminations resulting from failure to perform is not considered good cause) An extension may be granted to allow the family to meet the interim goal of remaining off welfare assistance for at least one year prior to expiration of the contract expiration date.

The information included in the Contract are the Gross Annual Income, the amount of earned income in the Gross Annual Income, the family Rent (30% of monthly income in case of Vouchers).

The Contract will be signed by the family member designated as head for the determination of income eligibility. Individual Training and Services Plans will be completed on each adult family member requesting participation in the FSS program. The Individual Training and Service Plan will be an attachment to the Contract. The Service Plan will include at a minimum, the initial long and short-term goals, interim and the final goal of obtaining and maintaining suitable employment. Each Contract will include the mandatory goal requiring the family to be free of welfare assistance within one year of the expiration of the contract, including any extensions.

The SFHA will maintain responsibility for seeing that the services outlined in the Individual Service and Training Plan are delivered to the family. If the SFHA is unable to obtain services the SFHA will decide if another available service can achieve the same purpose. If not, the SFHA will decide if the unavailable services are integral to the families ability to achieve self sufficiency. If necessary, the SFHA will delete the services and modify the Contract. However, if it is determined that the services are integral, the SFHA shall declare the Contract null and void.

The contract will specify the need for the head to seek and maintain employment with an above minimum wage salary, unless there is potential for advancement in an occupation consistent with the goals outlined in the Individual Service Plan. Even though the SFHA will make the ultimate decision as to suitability of employment, this decision will be made in conjunction with the family based on the person's skills, education, and available job opportunities within the SFHA's jurisdiction.

The contract may require one or more family members to attend job training and counseling sessions and to interview for jobs. However, the Contract is not considered broken if other family members do not complete their Individual Service and Training plans or never become employed.

The Contract may be modified if the family and the FSS Coordinator mutually agree. However, the contract can only be modified in the area of the Individual Training and Services Plans, the Contract term (extensions) and the designation of the FSS head of the family. If the modification is made to the FSS head, it will be included in an attachment to the Contract which will include the name of the new head, the signatures of the new FSS head and an SFHA representative and the date signed. All modifications will be in an attachment to the Contract. If

the designated head leaves the household the remaining family members may designate another family member as the head, for the purpose of continued participation in the FSS program and receipt of the escrow credit. If no family member is designated as the new head, the Contract will be canceled and the escrow forfeited.

Each family will be given an opportunity to review and adjust the conditions of their Contract and will be informed of the possible ramifications resulting from such changes. If such changes result in the family not successfully completing their Contract the SFHA will not be held responsible and the escrow will be forfeited. Families will be required to make a formal written request regarding any changes in their contract service plans, extensions and interim withdrawals. The SFHA will send formal notifications to the family regarding any changes in regulation or policy that would affect an FSS family, including any contract termination.

A Family that fails to complete their Contract will be terminated from the FSS program and the escrow will be forfeited. The family may be allowed to apply for future participation in the FSS program, provided they were not terminated for fraud in connection with the Section 8 Voucher Program or the FSS program. However, the family will be placed at the end of the FSS waiting list.

14. FSS TERMINATION AND WITHHOLDING POLICIES

The Contract will outline the reasons for terminating or withholding the FSS supportive service and/or Section 8 Assistance if the designated head fails to comply with the terms of the Contract. However, it is the SFHA policy to terminate the FSS contract, but the Section 8 rent subsidies will remain with the families. Please note if other family members fail to complete their assigned contract, their actions will not result in termination of support services or Section 8 assistance for the entire family. Notwithstanding, the SFHA may choose to withdraw support services for that individual family member.

GROUND FOR TERMINATION

The following are reasons for termination of the FSS program:

- 1) Noncompliance with the lease;
- 2) Failure to become independent from welfare assistance;
- 3) Failure to meet any other obligation under the FSS contract except the interim goal concerning welfare assistance;
- 4) Family has committed fraud in connection with the FSS or Section 8 Program. Fraud is defined as deceit or trickery, deliberately practiced in order to gain some advantage dishonestly.

If a family is terminated from the FSS program the family cannot reapply for one year. Whether a family is allowed to participate in the FSS program for a second time is the sole discretion of the SFHA.

15. GRIEVANCE PROCEDURES

Participants in the FSS program will have a right to an informal hearing to review a SFHA decision affecting their right to participate in the FSS program. The procedures for filing a grievance are as follows:

- 1) The family must make a written request for an informal hearing.

- 2) The informal hearing is conducted by an impartial staff member who had no participation in the decision to terminate the family from the FSS program; and has no supervision authority over any staff involved in the initial decision to terminate.
- 3) The SFHA will mail written notification to the family of their decision to terminate the FSS contract. Included in the notice will be a statement informing the family of their right to request a hearing. The family will also be given a deadline by which they must request a hearing.
- 4) Upon receipt of the request, the family will be mailed a letter with an appointment for a hearing date and time. The family will be given the opportunity to examine any records or documents relating to the decision to terminate the FSS Contract.
- 5) The family will be informed that if they want legal assistance they must provide their own legal counsel, at their own expense.
- 6) Following the hearing process the family will be notified by written correspondence of the final decision resulting from the facts presented during the hearing.

16. ASSURANCE OF NON-INTERFERENCE

The FSS Program is voluntary. Hence, all current and prospective Section 8 Voucher holders will be informed that their decision not to participate in the FSS program will not affect their admission to or continued participation in the Section 8 Program.

17. FSS IMPLEMENTATION TIMETABLE

March 1995 Forms and letters developed

February FSS plan submitted to HUD

March: Initial informational letters sent and pre-enrollment mailed and returned

March: Second letter of notification sent to interested families advising them of date and location of orientation workshops.

April: Workshops conducted

May: Personal interviews conducted

June: Case managers assessment

July 31, 1995 first active participant in the FSS Program

18. PROGRAM COORDINATING COMMITTEE (PCC)

The Program Coordinating Committee is made up of a diverse, enthusiastic and cohesive group of volunteers who are committed to the to the goals and objective of the FSS program.

The Committee works and meets collaboratively with the FSS Coordinator to advise, monitor and provide assistance towards the success of the FSS program. The Committee will meet bimonthly and more frequently, if needed. For the purpose of effectiveness the PCC has been divided into three subcommittees as follows:

Education and Job Training

Gertrude Mayes Ashley -	San Francisco Unified School District
Richard Leo -	Employment Development Department
Virginia Velez -	Women Initiative for Self Employment WISE
Brenda Brown -	Private Industry Council (PIC)
Richey Rice Gore -	Women in Non-Traditional Employment
Michael Moore -	Department of Social Services, Employment and Training

Family/Children Health Services

Cynthia Selmar	LCSW Department of Public Health
Ramona Woodruff-Benson (Section 8 Tenant)	Homeless Prenatal program
Pending (Section 8 Tenant)	San Francisco City College

Social Services

Pending	Project Homeward Bound
Vonnell Bettencourt	Telephone Aid Living With Kids T.A.L.K. LINE
Donna Hong	Project Homeward Bound
Eleanor Jacobs	Office of the Mayor
Natasha Pulliam	Family Self Sufficiency Coordinator
	Serves on all Committees

The PCC sub-committees will meet as often as necessary to address specific items as they arise to identify and target services for the FSS families. The FSS Coordinator will keep the other Committee members abreast as regards to the actions and progress of the sub-committees during the regularly scheduled bi-monthly group meetings of the entire PCC. Each Committee member has committed to providing an alternate member in their absence, where possible. The PCC membership will adjust as the FSS program evolves. However, the ultimate objective of the PCC members is to create an FSS program that is successful in assisting the FSS families in becoming self sufficient.

19. FSS CERTIFICATION OF COORDINATION

This is to certify that the SFHA intends to coordinate the development of service and activities under the FSS Program with Project Homeward Bound, The Department of Social Service Greater Avenue Towards Independence Program (Gain); In the State of California the JOBS program is named GAIN, the Children Council and San Francisco Community College District.

Executive Director

Date

San Francisco Housing Authority

Section 8 Home-Ownership Program

Capacity Statement

The San Francisco Housing Authority shall operate a Section 8 Homeownership Program with various requirements including but not limited to:

Participating families must be current or graduated participants of the Family Self-Sufficiency Program.

Each family will be required to contribute at least 3% of the purchase price of the home, with at least 1% coming from the family's personal resources. The family's resources may include funds from the family's FSS escrow account, as outlined in the SFHA Administrative Plan for the Section 8 Program, Section 21.

In addition, loans secured by the family and approved by the SFHA must be insured or guaranteed by the state or federal government. These loans must comply with secondary mortgage underwriting requirements, and/or comply with accepted private sector underwriting standards, as listed in Section 21.15 – of the SFHA's Section 8 Administrative Plan.

Due to the high cost of homes in the city and county of San Francisco, many families will not be able to take advantage of the homeownership opportunity. Therefore, the SFHA is collaborating with the local San Francisco Redevelopment Agency and Mayor's Office of Housing and Community Development to identify Below Market Interest Rate (BMIR) homeownership funding sources and develop homeownership opportunities such as utilizing the Habitat for Humanity Program to develop affordable homes.

The SFHA has identified possible sources of funding (FSS Coordinator), as approved by HUD, to hire additional staff to successfully develop, operate and maintain the homeownership program.

**SAN FRANCISCO HOUSING AUTHORITY
ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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- Appendix F: Market Analysis & Development Flat Rents**
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**SAN FRANCISCO HOUSING AUTHORITY
ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

I. NONDISCRIMINATION AND ACCESSIBILITY

A. Compliance with Civil Rights Laws

1. It is the policy of the San Francisco Housing Authority to comply with all applicable laws relating to Civil Rights, including:
 - a) Title VI of the Civil Rights Act of 1964 **[24 CFR Part 1]**;
 - b) Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988) **[24 CFR Part 100]**;
 - c) Executive Order 11063, Section 504 of the Rehabilitation Act of 1973 **[24 CFR Part 8]**;
 - d) The Age Discrimination Act of 1975 **[24 CFR Part 146]**;
 - e) Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern). **[Title II deals with common areas and public space, not living units]**;
 - f) Any applicable State laws or local ordinances; and
 - g) Any legislation protecting the individual rights of tenants, applicants, or staff that may subsequently be enacted.
2. The San Francisco Housing Authority shall not discriminate because of race, color, national origin, sex, religion, familial status, or disability in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any development or developments under the San Francisco Housing Authority's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof. ¹ **[24 CFR 100.5]**.
3. The San Francisco Housing Authority shall not, on account of race, color, national origin, sex, religion, familial status, or disability:
 - a) Deny any family the opportunity to apply for housing, nor deny any qualified applicant the opportunity to lease housing suitable to its needs;
 - b) Provide housing which is different from that provided others ²
 - c) Subject a person to segregation or disparate treatment;
 - d) Restrict a person's access to any benefit enjoyed by others in connection with the housing program;

¹ Under the Housing and Community Development Act of 1992, SFHA is permitted to designate occupancy of certain developments for older persons (including elderly people with disabilities).

² SFHA is required to provide persons with disabilities with housing that is appropriate for their needs. This accessible or adaptable housing, although different from that provided to others, enables persons with disabilities to participate in the public housing program.

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- e) Treat a person differently in determining eligibility or other requirements for admission;³
 - f) Deny a person access to the same level of services;⁴ or
 - g) Deny a person the opportunity to participate in a planning or advisory group, which is an integral part of the housing program.
4. The San Francisco Housing Authority shall not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with pets, or families with members who have eligible immigration status). Each applicant in a particular group or category must be treated on an individual basis in the normal processing routine [24 CFR 960.205].
5. The San Francisco Housing Authority will not permit these policies to be subverted for personal or political favors. The San Francisco Housing Authority will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, federal law and the civil rights of the other families on the waiting list [24 CFR 960.204(a)(3)(ii)].

B. Addressing Barriers to Equal Housing Opportunities

1. The San Francisco Housing Authority will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504, and the Fair Housing Amendments Act of 1988, the San Francisco Housing Authority will relocate a resident with a disability to a unit with necessary accommodations. If there is no accessible unit available, SFHA will make structural modifications to its housing and non-housing facilities [24 CFR 8.21, 8.23, 8.24, and 8.25] and make reasonable accommodations [24 CFR 100.204], or combinations of the structural modifications and reasonable accommodations, to permit persons with disabilities to take full advantage of the housing program.
2. In making reasonable accommodations or structural modifications to existing housing programs [24 CFR 8.24] or in carrying out other alterations [24 CFR 8.23 (b)] for otherwise qualified persons with disabilities, the San Francisco Housing Authority is not required to:
- a) Make each of its existing facilities accessible [24 CFR 8.24 (a) (1)]; or make structural alterations when other methods can be demonstrated to achieve the same effect [24 CFR 8.24 (b)];
 - b) Make structural alterations that require the removal or altering of a load-bearing structural member [24 CFR 8.32 (c)];

³ Except that SFHA is obliged to offer reasonable accommodations to applicants with disabilities. This will not affect SFHA's screening or eligibility standards, but might require SFHA to revise its procedures or practices in carrying out those standards.

⁴ This requirement applies to services provided by the San Francisco Housing Authority and by delegate agencies that operate on SFHA property. Thus, a health-screening program offered by the local health department in a SFHA community room must be fully accessible to persons with disabilities.

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- c) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level [24 CFR 8.26];
- d) Take any action that would result in a fundamental alteration in the nature of the program [24 CFR 8.24 (a) (2)]; and
- e) Take any action that would result in an undue financial and administrative burden on the Authority [24 CFR 8.24 (a) (2)]. This is not applicable to housing undergoing substantial alteration.
- f) When the San Francisco Housing Authority is making substantial alterations (in developments with 15+ units, work whose value exceeds 75% of the replacement cost of the facility) to an existing housing facility [24 CFR 8.23] the San Francisco Housing Authority is not required to:
 - (1) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level [24 CFR 8.26];
 - (2) Make structural alterations that require the removal or altering of a load-bearing structural member [24 CFR 8.32 (c)]; and
 - (3) Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable. Structural impracticability is defined as: Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved [24 CFR 8.32 (c) and 40, Uniform Federal Accessibility Standards, 3.5 and 4.1.6(3)].

C. Office, Facility, and Program Accessibility

- 1. SFHA offices, facilities and programs used by residents must be accessible to residents with a full range of disabilities. If offices, facilities and programs are not accessible (and located on accessible routes), some will be made so, subject to the undue financial and administrative burden test. As an alternative, when comparable facilities or programs exist in accessible and non-accessible formats, the San Francisco Housing Authority may provide accessible transportation to the accessible facility to permit participation in the program [24 CFR 8.20 and 8.21].
- 2. Documents intended for use by applicants and residents will be made available in formats accessible for those who have vision or hearing disabilities. For applicants or residents who have limited reading skills, staff will read and explain documents that are normally handed out to be read or completed [24 CFR 8.6].
- 3. At the point of initial contact, the San Francisco Housing Authority staff will ask all applicants whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include: sign language interpretation, having materials explained orally by staff, either in person or by phone, large type materials, information on tape, and having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials [24 CFR 8.6].

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4. Staff will be trained to provide examples, verbally and in written format, of complicated concepts such as eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance to enable applicants with learning or cognitive disabilities to understand as much as possible [24 CFR 8.6].
5. Where feasible, or when required by federal or State regulations, the San Francisco Housing Authority will prepare the following information in clearly written and accessible formats:
 - a) Marketing and informational materials
 - b) Information about the application process
 - c) Critical forms, form letters, and legal notices to applicants and residents
 - d) General statement about reasonable accommodation
 - e) Orientation materials for new residents
 - f) The lease and house rules (if any)
 - g) Guidance or instructions about care of the housing unit
 - h) Information about opening, updating or closing the waiting list
 - i) All information related to applicant's rights (to informal hearings, etc.)

D. Providing Information in Languages Other than English

1. Whenever dictated by significant population concentrations of persons speaking languages other than English, the above mentioned materials and messages will be made available in those languages.⁵
2. Applicants and residents with low English comprehension may furnish an interpreter to assist in communications with SFHA offices or programs.

E. Marketing and Informational Materials

1. The San Francisco Housing Authority will conduct outreach activities as needed to maintain an adequate application pool representative of the eligible population in the area. Outreach efforts are determined by the vacancy level at SFHA sites, availability of units through turnover, and waiting list characteristics. The San Francisco Housing Authority will periodically assess these factors in order to determine the need for and scope of any marketing efforts.
2. Marketing and informational materials will be subject to the following:
 - a) All marketing materials must comply with Fair Housing Act requirements with respect to wording, logo, size of type, etc. [24 CFR 110];

⁵ 24 CFR 5.502 requires that any notice or document relative to citizen or eligible immigration status, where feasible, be provided to an applicant or tenant in a language that is understood by the individual if the individual is not proficient in English.

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- b) Marketing will describe the housing units, application process, waiting list and preference structure accurately;
- c) Marketing materials will make clear who is eligible: low income individuals, families who may be elderly and or have a disability, and families eligible because of mixed income requirements;
- d) Marketing will be written in simple, clear language and will use more than strictly English-language print media;
- e) Marketing materials will clearly describe the San Francisco Housing Authority's responsibility to provide reasonable accommodations or modifications to people with disabilities; and
- f) An effort will be made to target all agencies that serve and advocate for potentially qualified applicants (e.g. applicants with disabilities, to ensure that accessible/adaptable units are used by people who can best take advantage of their features).

II. ELIGIBILITY FOR ADMISSION

A. Qualification for Admission

1. The San Francisco Housing Authority will admit only qualified applicants⁶. SFHA's housing will not be housing of last resort.
2. An applicant (individual or family) is qualified by meeting all of the following criteria:
 - a) Is a family as defined in Section XIV of this policy [24 CFR 5.403];
 - b) Heads a household in which at least one member declares either citizenship or verifiable eligible immigration status. [24 CFR 200, and Subtitle G; Sec. 592 of the "Quality Housing and Work Responsibility Act of 1998" herein called "QHWRA"]; See the SFHA policy on *Restrictions on Housing Assistance to Non-Citizens*, (Appendix A).
 - c) Has an Annual Income at the time of admission that does not exceed the income limits for occupancy established by the Department of Housing and Urban Development [24 CFR 5.405(a)].
 - d) Provides a Social Security number for each family member age 6 years or older, or certifies that a household member does not have a Social Security number [24 CFR Part 5];
 - e) Meets or exceeds the Applicant Screening Criteria set forth in Section III, Paragraph D of this document, including attending and successfully completing a SFHA-approved orientation class [24 CFR 960.205].

⁶ The term "qualified" refers to applicants who are eligible and able to meet the applicant selection standards. This term is taken from 24 CFR 8.3 "Definition of qualified individual with disabilities."

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B. Ineligibility for Admission and Placement on the Waiting List

1. No applicant may use a SFHA public housing address unless they are on the public housing lease for that unit.
2. Persons are ineligible for admission into the SFHA public housing program if the applicant owes any back rent, utilities, or damages to the SFHA under the public housing or Section 8 program, or any other Housing Authority or Section 8 program.
3. Under the policy for *Screening and Eviction for Drug and Other Criminal Activity* of this document (see Section V) [QHWRA; Sec. 576], persons are ineligible for housing assistance for any of the following:
 - a) Any member of an applicant household who has been evicted from public housing or a Section 8 unit because of drug-related criminal activity within three years of the eviction date is ineligible unless the evicted tenant successfully completes a rehabilitation program approved by the San Francisco Housing Authority (which shall include a waiver of this subsection if the circumstances leading to eviction no longer exist) [QHWRA; Sec. 576(a)];
 - b) If the SFHA determines that an applicant or any member of the applicant's household is or was, during a reasonable time prior to the date when the applicant household would otherwise be selected for admission, engaged in any drug-related criminal activity, violent criminal activity, or other criminal activity which would adversely affect the health, safety, or right to peaceful enjoyment of the premises by other resident the SFHA shall:
 - 1) Deny such applicant admission to the program or to federally assisted housing; and
 - 2) After the expiration of the reasonable period beginning upon such activity, require the applicant, as a condition of admission to the program or federally assisted housing, to submit to the SFHA evidence sufficient (as provided by regulation) to ensure that the individual or individuals in the household who engaged in criminal activity for which denial was made, have not engaged in any criminal activity during such reasonable period. [QHWRA; Subtitle F; Sec. 576(c)]

For the purpose of reviewing police records for histories of criminal activity, the Authority will consider ten (10) years prior to an admissions determination, a reasonable period of time to check convictions and patterns of criminal activity.

Drug-related criminal activity is defined as “the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance...” [42 USC 1437d]
 - c) The Authority determines any member of an applicant household is illegally using a controlled substance; or

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- d) The Authority determines that there is reasonable cause to believe that such 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 SFHA property by residents and employees.
- 5. At the time of initial intake, applicants will be asked to verify that the above items do not apply to their application.
- 6. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for the purposes of eligibility for low-income housing, solely on the basis of any drug or alcohol dependence. **[QHWRA; Subtitle A; Sec. 506(3)]**
- 7. Notwithstanding any other provision of law, the SFHA shall prohibit admission to all federally assisted housing to any applicant household that includes any individual who is subject to a lifetime registration requirement under a State sex offender registration program. **[QHWRA; Subtitle F; Sec. 578(a)]**
- 8. The SFHA shall permanently deny admission to all federally assisted housing, any applicant or household member who has been convicted of manufacturing or producing methamphetamine (commonly referred to as speed) on the premises of federally-assisted housing. **[Sec. 16; subsection(f) of the USHA as amended by Sec. 428 of the FY 1999 Appropriations Act]**

C. Consideration of Rehabilitation

- 1. When making determinations concerning applicant eligibility, SFHA may consider whether the applicant household member in question can demonstrate that:
 - a) They have successfully completed a supervised drug or alcohol rehabilitation program, are no longer engaging in illegal use of a controlled substance or abuse of alcohol, and have been "clean and sober" for a period of no less than twelve (12) months; or
 - b) They have been otherwise rehabilitated successfully, are no longer engaging in illegal use of a controlled substance or abuse of alcohol, and have been "clean and sober" for a period of no less than twelve (12) months.
- 2. The San Francisco Housing Authority may make inquiries to a drug abuse treatment facility that are solely related to whether the applicant household member in question is currently engaging in the illegal use of a controlled substance in cases where:
 - a) The Authority receives information from the criminal record of the applicant that indicates evidence of a prior arrest or conviction; or
 - b) The Authority receives information from the records of prior tenancy of the applicant that demonstrates that the applicant engaged in the destruction of property; engaged in violent activity against another person; or interfered with the right of peaceful enjoyment of the premises of another tenant. **[QHWRA; Subtitle F; Sec. 575 (u)(1);3(B)(I)(II)]**

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3. For persons who previously have been evicted from public housing for drug-related criminal activity, they must provide the SFHA with verifiable evidence that the circumstances leading to the eviction no longer exist. [42 USC 1437d]

D. Confidentiality

The San Francisco Housing Authority, as part of its applicant screening process, requires criminal background report information on all adult household members, credit reports, and evictions records in addition to any and all other inquiries it deems essential to determining the suitability of each applicant household for admission or continued occupancy. The Authority will use this information only for the purposes of eligibility determination and such information will not be disclosed to any person who is not an officer, employee, or authorized representative of the agency 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 to present the case.

E. Penalty

Any person who knowingly and willfully requests or obtains any information concerning an applicant for, or tenant of, covered housing assistance pursuant to the authority under this subsection under false pretenses, or any person who knowingly and willfully discloses any such information in any manner to any individual not entitled under any law to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000. The term ‘person’, as used in this paragraph, includes an officer, employee, or authorized representative of the San Francisco Housing Authority.

F. Civil Action

Any applicant for, or tenant of, any covered housing assistance affected by (A) a negligent or knowing disclosure of information referred to in this subsection about such person by an officer, employee, or authorized representative of the San Francisco Housing Authority, which disclosure is not authorized by this subsection, or (B) any other negligent or knowing action that is inconsistent with this subsection, may bring a civil action for damages and other such relief as may be appropriate against the SFHA for such unauthorized action. The San Francisco District Court of the United States, if the affected applicant or resident resides in said district shall have jurisdiction in such matters. Appropriate relief that may be ordered includes reasonable attorney’s fees and other litigation costs. [QHWRA, Sec. 575(C)(5)(6)(7)]

III. PROCESSING OF APPLICATIONS

A. Registration (Pre-Application) Process

SFHA accepts and processes all applications in accordance with applicable HUD Regulations.

1. SFHA registrations shall be available throughout the San Francisco community at the following locations:

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- a) 440 Turk Street
- b) All property management offices
- c) ~~Lease Housing Division, 1237 Van Ness Avenue~~ **Section 8 Department, 1815 Egbert**

The registration forms must be returned to the address listed on the registration form. Registration forms will not be accepted at any other locations.

- a) Registrations will be date/time stamped upon receipt.
 - b) Eligibility staff will enter registrations into computer system.
2. The registration process shall ask sufficient information to allow selection according to the Tenant Selection and Assignment Plan.
- a) All preferences with point values will be included.
3. SFHA staff shall accept all registrations even if an informal discussion reveals the applicant may not be eligible.
- a) Families will not be discouraged from registering or be rejected based on “apparent ineligibility.”
 - b) Registrations will be accepted from persons who do not live or work in the City/County of San Francisco.
 - c) A public housing family may contain family members who wish to apply for public housing as a separate family. These registrations shall be accepted.
4. Monthly, the eligibility staff will mail an eligibility letter to all applicants who registered that month and who appear to be eligible.
- a) Notation made in computer field of original date of registration, and that eligibility letter generated.
5. Monthly, the eligibility staff will mail an ineligibility letter to all applicants who registered that month and who appear to be ineligible.
- a) Notation will be made in computer field of original date of registration, and that ineligibility letter generated.
 - b) SFHA staff to input into computer specific reason(s) for determination of ineligibility.

Letter shall include specific reason(s) for ineligibility and applicant’s right to dispute SFHA’s determination.

B. Waiting List Management

1. The Authority’s waiting list is administered according to HUD regulations and any applicable court orders. Applicants are placed on the waiting list by bedroom size, by date and time of application and any applicable preferences.

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2. SFHA will update the waiting list at least once a year by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by telephone or mail. At the time of initial intake, SFHA will advise families of their responsibility to notify the SFHA when their circumstances, mailing address or phone numbers change.
3. Opening and closing waiting lists:
 - a) SFHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. SFHA may elect to: close a waiting list completely; close a list during certain times of the year; or restrict intake by preference (including income in a mixed income property), type of project, by bedroom size, or type of dwelling unit.
 - b) Decisions about closing the waiting list will be based on the number of applications available for a particular size or type of unit, the number of applicants who qualify for a preference, and the ability of SFHA to house an applicant in an appropriate unit within a twelve-month period. SFHA will publicly announce any decision to close a waiting list, restrict intake, or re-open a waiting list.
 - c) During the period when the waiting list is closed, SFHA will not maintain a list of individuals who wish to be notified when the waiting list is reopened.
4. Change in preference status while on the waiting list
 - a) Applicants are responsible for contacting SFHA when the family experiences a change in the circumstances that qualifies applicants for a housing preference. Upon such notification, SFHA will review the family's preference status and adjust their position on the waiting list accordingly.
 - b) SFHA will inform applicants in writing of how the change in status has affected the family's place on the waiting list.
5. Applicants must notify SFHA of any change in address.

If applicants fail to respond to any SFHA correspondence, or if any mail sent from SFHA to the applicant is returned undelivered, the SFHA will mail the correspondence by certified mail, and will document the file.

If there is no response to the certified correspondence, or if the correspondence is returned to the SFHA, the applicant will be dropped from the waiting list. Reinstatement to the waiting list will be considered if:

 - a) the applicant contacts the SFHA within ~~6 months~~ **one year** of the date of withdrawal from the waitlist and requests to be reinstated; and,
 - b) the applicant can provide "good cause" for the lack of response to SFHA correspondence (moving to a new address is not a "good cause" unless the applicant can demonstrate that SFHA was notified); and,
 - c) the applicant can provide documentation to support the "good cause".

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If the head of household on the application has removed himself/herself from the household due to domestic violence, the SFHA will consider this a “good cause” for not responding to correspondence. The head of household must provide documentation (i.e., restraining orders, court orders, a letter from a domestic violence shelter or caseworker) to verify the domestic violence circumstances.

SFHA will consider reasonable accommodation for persons with disabilities, serious medical conditions, or emergencies on a case-by-case basis.

C. Household Splits

If a household on the waiting list splits into two otherwise eligible families due to divorce, legal separation, or as the result of domestic violence, and the new households both claim rights to the application status on the waiting list, the SFHA will make a determination as to which household has rights to the application based on the following priorities:

1. Which household member applied as the head of household.
2. Which family unit retains the children or any disabled or elderly family member(s).
3. Restrictions that were in place at the time the household registered for public housing.
4. Role of domestic violence in the split.
5. Recommendations of social service agencies or qualified professionals, such as the children’s protective services.

Documentation of these factors is the responsibility of the applicant households. If either, or both, of the households do not provide documentation, they may be denied placement on the waiting list for failure to supply information requested by the SFHA. If the household that does not retain the rights to the application so desires, the head of household of that household may register as a separate household. The new registration will be dated as of the new registration date, not that of the original registration.

In cases where domestic violence plays a role, the standard used for verification will be the same as that required for the “displaced due to domestic violence” preference.

D. Joint Custody

Children who are subject to a joint custody agreement, but who live with one parent at least 51% of the time, will be considered members of that household. When both parents are on the waiting list, and both are trying to claim the child, the parent whose address is listed on the school records, or who is receiving monetary aid from DHS, will be allowed to claim the child as a dependent. This child will be factored into the bedroom size calculation.

For the parent who cannot claim the child as a dependent, even if the joint custody agreement awards her or him 49% of the child’s time in the household, s/he is not entitled to claim the child as a dependent and the child will not be used to calculate bedroom size.

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IV. FACTORS AFFECTING THE OFFERING PROCESS

Certain factors, such as bedroom size, accessible features, and unit designation, affect the “matching” of a qualified applicant family to a housing unit, and thereby influence offers of housing.

A. Bedroom Size and Unit Standards

The San Francisco Housing Authority will house applicants and residents according to their appropriate bedroom size. Households are matched to units according to family size, the minimum and maximum persons allowable per unit, and general occupancy standards with discretion permitted to accommodate family circumstances and family choice.

1. The SFHA has established a minimum and maximum number of persons allowable per unit using the standards highlighted in the table below. In using this table, the living room or dining room will not be used as a bedroom.

Minimum-Number-of-Persons-Per-Unit Standard

Number of Bedrooms	Max Persons/Unit	Min Persons/Unit
0BR	1	1
1BR	2	1
2BR	4	2
3BR	6	3
4BR	8	6
5BR	10	8
6BR	12	10

2. SFHA has two categories of occupancy standards, which will be used when determining the appropriate bedroom size for a household: standards that cannot be modified and standards that may be modified.
 - a) The following standards cannot be modified, unless it is a case of reasonable accommodation for a person with disabilities or at the discretion of the Executive Director or designee.
 - (1) Two children of the same sex, regardless of age, will be required to occupy the same bedroom;
 - (2) A live-in attendant may be assigned a bedroom;
 - (3) An unborn child shall be considered as a person in determining unit size. A single pregnant woman shall be assigned to a one-bedroom unit;

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- (4) Children who are temporarily away from the home because of placement in foster care, kinship care or away at school will be considered in bedroom size;
 - (5) Housing assistance limitation for single persons: A single person who is not elderly, or a person with a disability, or a displaced person (a person that becomes homeless as the result of a federally declared natural disaster), or the remaining member of a resident's family, will not be provided a housing unit with two or more bedrooms. [24 CFR 5.405(c)]
 - (6) A displaced person (as defined in 24 CFR 5.403) may occupy a unit with two or more bedrooms if zero- to one-bedroom units are not available at the time of the displacement designation. However, upon recertification, a displaced person is subject to unit standards and will be housed in a unit according to the appropriate bedroom size;
 - (7) A remaining family member may occupy a unit with two or more bedrooms if the unit in which they reside is larger than a one-bedroom unit. However, upon recertification, the remaining family member is subject to the unit size standards and will be housed in a unit according to the appropriate bedroom size.
- b) To expedite an offer of housing, the following standards may be modified at the request of the family:
- (1) Persons of different generations (parent, child, grandparent) or opposite sex (other than husband and wife) may occupy the same bedroom.
 - (2) Two children of the opposite sex may share a bedroom
 - (3) A single head of household parent may share a bedroom with his/her children.
 - (4) Any requests by the family must be in writing and will be documented in their applicant/housing file.
3. Under these unit standards, applicant households may be eligible for more than one bedroom size. In such instances, the family may be placed on waitlists for both bedroom sizes. For example: A mother with an infant chooses a one-bedroom unit over a two-bedroom unit to be housed quicker. At any time during the Admissions process, an applicant may remove their request to modify occupancy standards to be housed in a smaller unit. This action will not be considered a refusal of housing.
4. For purposes of construction or rehabilitation of units, the unit bedroom size distribution will be based on the bedroom size demand from the waiting list, census tract information regarding the average size of low income families, the current SFHA population (including relocatees), budgetary and spatial limitations.

B. Accessible Units

Refer to Section V, Part C.

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C. Designated Units

1. Listed below are four types of designated units. When such matching is required or permitted by law, SFHA will give preference to the families described below:
 - a) Units Designated for Elderly Families ⁷ [24 CFR 945.201, 945.105, 945.203, and 945.303] — in accordance with the 1992 Housing Act, elderly families will receive a preference for admission to such units or buildings covered by an approved Allocation Plan.
 - b) Units Designated for Families with Disabilities ⁸ [24 CFR 945.105, 945.201, 945.203, 945.205, and 945.303] — in accordance with the 1992 Housing Act, disabled families will receive a preference for admission to units that are covered by an approved Allocation Plan;
 - c) Mixed Population Units ⁹ [24 CFR 945.105 and 960.401, 960.403, 960.405, 960.407 and 24 CFR 960.405] — in accordance with the 1992 Housing Act, elderly families and families with disabilities will receive equal preference for admission to these units. No limit will be established on the number of elderly versus the number of families with disabilities that may occupy a mixed population property;
 - d) Mixed Income Units – units designated for families whose income is between 40 to 80 percent of the San Francisco metropolitan area median income [24 CFR 5.410(e) and 24 CFR 5.415(b)(1)].

D. Income Targeting

The SFHA shall ensure that at least 40% of its new admissions each fiscal year are to families whose incomes at the time of initial occupancy do not exceed 30% of the San Francisco area median income (AMI).

E. Deconcentration

The SFHA's local preferences are designed to provide for deconcentration of poverty and income mixing by bringing working families into public housing developments. The SFHA's deconcentration analysis is fully described in the PHA Plan. The SFHA will not skip names on the waiting list to promote deconcentration.

⁷ **Elderly Family** means a family whose head, spouse, or sole member 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.

⁸ **Disabled Family** means a family whose head, spouse, or sole member 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.

⁹ A **mixed population project** is a property (or portion of a property) that was: reserved for elderly and disabled families at its inception and has retained that character; or the SFHA obtained HUD approval to give preference in tenant selection to elderly and disabled families [24 CFR 960.405]. These were formerly known as elderly projects.

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F. Local Housing Preferences

1. Section 514 of the “Quality Housing and Work Responsibility Act of 1998” (QHWRA) permanently repealed the “Federal Preferences” (Involuntary Displacement, Substandard Housing, and Paying More Than 50% Towards Rent). In response to public hearings conducted in the development of this Admissions and Continued Occupancy Policy, the SFHA has adopted the old “Federal Preferences” as “Local” preferences. In order to be consistent with HUD’s mandate to diversify the income levels within public housing developments, the SFHA has adopted a local preferences giving priority to working families [QHWRA; Sec. 514]. The criteria for the local preferences shall be reasonably related to attaining, to the maximum extent feasible, a tenant population in each development that is composed of families with a broad range of incomes. The Authority has adopted local preferences that are reasonably calculated to attain this basic objective [24 CFR; Sec. 960.205(e)]. Applicant families who qualify for a local preference shall have preference for admission.
2. Definition of local preferences
 - a) First, preference shall be given to applicants whose family head or spouse is employed at least 32 hours per week. Employed means working and earning wages. The amount of earnings shall not be a factor in granting this Local Preference. Families whose family head or spouse or whose sole remaining member is 62 years of age or older or a person with disabilities, will also receive this preference.
 - b) Second, preference shall be given to families whose head or spouse is employed at least 20 hours per week; or is attending an accredited institution of higher learning (college, trade school, vocational school or a GED program) full-time and the course study is expected to lead to employment; or verifiable participation in or graduation from an accredited job training program. The amount of earnings shall not be a factor in granting this preference.
 - c) Veterans’ preference shall be given to veterans and surviving spouses of veterans. A veteran is someone who is recognized by a local, state or federal government agency as a veteran, and he or she receives or qualifies for veterans’ benefits.
 - d) The SFHA shall give a preference to recognize victims of domestic violence qualified for a local preference. [QHWRA; Sec 513]
 - e) The Authority has adopted, as a preference, rent burden, or families paying more than 50 percent of their gross monthly income for rent and utilities.
 - f) The Authority has adopted substandard housing as a preference. Substandard housing is defined as:
 - (1) Dilapidated housing:
 - i. Does not provide safe and adequate shelter and endangers the health, safety or well-being of family; or
 - ii. Has one or more critical defects or combination of intermediate defects in sufficient number or extent to require considerable repair or rehabilitation.

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- (2) The former federal preference did not include “overcrowded” as part of the definition of substandard housing. The SFHA does not include “overcrowded” as included in the definition of substandard housing.
- g) Further, the Authority recognizes the following as local preferences:
 - (1) Applicants who are long-term homeless and in need of permanent replacement housing
 - i. An individual is considered homeless if he or she lacks a fixed, regular, and adequate nighttime residence, or the primary residence is a supervised public or privately owned shelter, welfare hotel, or transitional housing facilities.
 - (2) Displaced applicants qualify for involuntary displacement preference if either of the following applies:
 - i. Applicant has been involuntarily displaced and is not living in standard permanent replacement housing; or
 - ii. Applicant will be involuntarily displaced within 90 days from the date of preference status verification by the family or verification by the PHA.
 - iii. Involuntary displacement may be the result of:
 - a. Disaster
 - b. Government action
 - c. Owner action (does not include rent increases)
 - d. Hate crimes
 - e. Unit inaccessibility
 - f. Physical violence
 - g. Displacement to avoid reprisals
- h) The SFHA also has adopted as a local preference those families who live, work, or have been hired to work in the City/County of San Francisco.
- i) The SFHA reserves the right to set aside units for targeted populations not to exceed ten per cent of the total public housing stock.
- 3. The number of new admissions under this category is subject to the statutory conditions set forth in paragraph D (Income Targeting) above.
- 4. Prohibition of preference if applicant was evicted for drug-related criminal activity

The San Francisco Housing Authority will not give any preference to an applicant if any member of the family is a person who was evicted during the three years prior to applying because of drug-related criminal activity from any assisted housing program. The Authority may consider granting a preference in any of the following cases:

- a) If the SFHA determines that the evicted person has successfully completed a rehabilitation program approved by the SFHA; or

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- b) If the SFHA determines that the evicted person clearly did not participate in or knew about the drug related criminal activity; or
- c) If the SFHA determines that the evicted person no longer participates in any drug-related criminal activity.

G. Waiting List Management

1. Applicants may claim qualification of a Local Preference when they apply for admission, or thereafter, until they are offered a unit. Prior to executing a lease, the applicant must provide the SFHA with verification that according to the applicant's current status, he/she still qualifies for the preference.
2. Should the SFHA exhaust the pool of applications with local preferences, applications from those applicants who do not have local preference will be considered for admission.
3. No applicant shall be denied a local preference for which the family otherwise qualifies, on the basis that the applicant already resides in assisted housing.
4. The preference system described above will work in combination with requirements to match the characteristics of the family to the type of unit available as described in Part C of this Section and Part C of Section V.
5. At the time of *full* application, local preferences will be verified. Verification of local preferences will include checking vacant records to make sure that there exists no prohibition on the granting of the preference as stipulated in paragraph 3 above.
6. At the time of initial application, each applicant must certify that he/she qualifies for a local preference. The SFHA will advise the family to notify the SFHA of any change that may affect their ability to qualify for the preference.
7. Applicants that are otherwise eligible and are certified as qualifying for a local preference will be placed on the waiting list in the local preference applicant pool.
8. Families that do not qualify for a local preference at the time of application will be notified in writing and advised of their right to an informal meeting to discuss the determination. The applicant will be further advised that he/she may exercise other rights if the applicant feels that illegal discrimination, based on race, color, religion, national origin, age, disability, or familial status contributed to the SFHA's decision to deny a preference. If otherwise eligible, the family's application will then be placed on the waiting list in the appropriate non-preference category based on the date and time of application.
9. Applicants that certify/verify to a local preference at the time of initial application must be able to verify their preference status prior to the offer of a unit if the verification of preference is over 90 days old.. Applicants that cannot subsequently verify their preference will lose their preference qualification and will be reconfigured in the non-preference category based on the date and time of application.

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10. The Eligibility Department will conduct an annual review of all lists, asking applicants to renew their interest in public housing.

V. SCREENING APPLICANTS, INCLUDING FOR DRUG AND OTHER CRIMINAL ACTIVITY

The SFHA's developments will not be used as housing of last resort. All applicants for public housing will be screened according to the basic policies and standards set forth in the authority's Admission and Continued Occupancy Policy (ACOP).

A. General Principles of Screening

The screening criteria in the Admissions and Continued Occupancy Policy are based on those set forth in the HUD Regulations [24 CFR Part 960.205] and in the applicable sections of the Quality Housing and Work Responsibility Act of 1998 (QHWRA). The regulations require an assessment of the behavior of each applicant with respect to the essential obligations of tenancy as expressed in the Authority's lease. The essential obligations of tenancy may be summarized as follows:

1. To pay rent and other charges under the lease in the manner set forth by the SFHA in the lease;
2. To care for and avoid damaging the unit and common areas, to use facilities and equipment in a reasonable way; not to create or maintain health, safety or sanitary hazards, and to report, promptly maintenance needs;
3. Not to interfere with the rights and enjoyment of others, and not to damage the property of others;
4. Not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff; and not to engage in drug-related criminal activity on or near the premises; and
5. To comply with necessary and reasonable rules and program requirements of HUD and the SFHA; to comply with health and safety codes.

B. Applicant Interviews and Verification Documents

1. SFHA will schedule applicant interviews as families approach the top of *the waiting list*. In this interview, the following items will be verified to determine qualification for admission to public housing:
 - a) Family composition and type (Elderly/Disabled/Non-elderly)
 - b) Annual Income
 - c) Assets and Asset Income
 - d) Allowance Information
 - e) Preferences

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- f) Social Security Numbers of all Family Members
 - g) Information Used in Applicant Screening
2. SFHA will verify all applicants' claims by: a written third party verification; phone verifications with the results recorded in the applicant file with staff signature; or, if no other form of verification is available, applicant certification. Applicants must sign releases, verification consent forms, and otherwise cooperate fully in obtaining or providing the necessary verifications. Failure on any applicant's part to provide or sign the required documents will result in the rejection of the application and removal from the waiting list.
 3. SFHA will obtain a declaration of citizenship or eligible immigration status from every household member, or a declaration on non-contending status.
 4. Applicants reporting zero income must complete a family expense form. With this form applicants will estimate the money spent on: food, beverages, transportation, health care, childcare, debts, household items, etc. Also, applicants will be asked about the status of any application or benefits through Temporary Assistance for Needy Families or other similar programs. "Zero income" applicants who are admitted into SFHA must undergo re-certifications of income according the Residential Lease Agreement and Contract every 90 days.
 5. Applicant files shall indicate the date and time of receipt of public housing information and SFHA's determination of eligible or ineligible. Eligible applicant files will also include: the unit size needed; a completed Unit Requirements Questionnaire; any applicable preference rating; and a history of housing offers highlighting the date, unit address, and the circumstances of each vacancy offered and accepted or refused.

C. Applicant Screening Criteria

1. All SFHA applicants will be screened in accordance with HUD's regulations [24 CFR 960; QHWRA] and SFHA Applicant Screening. The regulations require an assessment of the behavior of each applicant with respect to the essential obligations of tenancy as expressed in the Authority's lease.
2. All applicants must demonstrate through an assessment of current and past behavior the ability:
 - a) To pay rent and other charges as required by the SFHA Residential Lease Agreement and Contract in a timely manner;
 - b) To care for and avoid damaging the unit and common areas;
 - c) To use facilities and equipment in a reasonable way;
 - d) To create no health, or safety hazards, and to report maintenance needs;
 - e) Not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
 - f) Not to engage in any activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff;

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- g) Not to engage in drug-related criminal activity or illegal drug or alcohol abuse;
 - h) To comply with necessary and reasonable rules and program requirements of HUD and the SFHA; and
 - i) To comply with health and safety codes.
3. The applicant's signature on the application and all other necessary consent forms authorizes SFHA to make necessary inquiries into the applicant's behavior or background as it relates to lease compliance. This includes obtaining arrest and conviction information in order to determine the likelihood of lease compliance.
 4. Information requested for applicant screening shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application. Any costs incurred to complete the application process and screening must be paid by the SFHA.
 5. Screening factors used in the application process include, but are not limited to: credit check, payment history for utility charges, current and prior landlord histories, and criminal background checks (including arrest history). If necessary, fingerprints will be used to assure the accuracy of background information obtained. Failure to meet the requirements of these "checks" will result in applicant rejection.
 6. As part of the screening process, all applicants will be required to complete a pre-occupancy briefing designed by SFHA or by the resident leadership if offered at the site of intended residency and approved by SFHA. In all cases, a pre-occupancy briefing must be completed prior to occupancy of a unit. Failure to attend and satisfactorily complete the briefing will result in rejection of the application and/or withdrawal of a unit offer.
 7. Applicants determined eligible and suitable for admission will be notified by mail or in a format designated by the applicant. This notice will include the approximate date of occupancy. However, since the date is an estimate, applicants should not expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by SFHA such as turnover rates and market demands, as they affect bedroom sizes and project location **[24 CFR 960.207 (b)]**.
 8. Applicants determined to have negative items revealed during the screening process will be given the opportunity through a meeting, to present any "mitigating" circumstances that the SFHA will consider before rendering a determination for rejection of admission. Thereafter, applicants unqualified for admission will be promptly notified. These applicants will receive a Notice of Ineligibility from SFHA, stating the basis for such determination. SFHA shall provide such applicants with an opportunity for an informal hearing of the determination. The informal hearing for applicants should not be confused with the resident grievance process. Applicants are not entitled to use of the resident grievance process except for denial of admission because the PHA has determined that no one in the family is a citizen, national, or eligible immigrant. **[24 CFR 960.207(a)]**

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9. In addition to mitigating circumstances, applicants who are known to have a disability and have been determined eligible but who fail to meet the screening criteria, may ask for reasonable accommodation in order to meet the obligations of the lease and to fully participate in the program. All requests for reasonable accommodation must be submitted in writing. SFHA will not assume that an individual with a known or assumed disability requires reasonable accommodation.

D. The Application Process

1. The application and screening form
 - a) When completing the registration forms, the applicant will be required to provide answers to certain key questions concerning the applicant's eligibility, preferences, and resident history. Applicants must provide Social Security Numbers (SSN) for all family members aged six or older (or certification that application has been made for a SSN or none has ever been assigned) and the name, address and telephone numbers of current and former landlords, and past and present housing providers. Applicants must also declare citizenship status or provide sufficient information to establish eligible immigration status.
 - b) Failure to provide this information will result in cessation of application processing and possible rejection of the application. Housing authority staff is available to guide applicants, as needed, in understanding the application process and completing SFHA's application and screening forms.
2. Screening factors used in the application process include, but are not limited to: security and background check, credit check, payment history for utility charges, prior landlord history, and a home visit. Failure to complete or comply with any of these phases will result in rejection.
3. SFHA staff will complete a Screening Interview Checklist for each application file. If, at any point in the screening process, it becomes clear to staff that an applicant will not meet the screening criteria, the checklist will be signed and the rejection noted. The same procedure will be followed when applicants are certified acceptable for admission.
4. Verification standards for checking information provided by the applicant
 - a) Verification by a third party: Verification by third parties must be in writing. An exception may be made at the discretion of the SFHA to permit phone verification when SFHA staff determines from all available information that written verification is impractical, or processing of the application is unnecessarily delayed by the third party's failure to respond. SFHA, at its discretion, may consider other available information.
 - b) After the SFHA completes the screening interview, staff will send a first mailing to the third party verification sources identified by the applicant. After 15 calendar days, if no response has been received to the first mailing, SFHA staff will contact the third party by phone, fax, or send a second mailing.

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- c) After the second mailing, if the third party does not provide either a phone or written verification, SFHA will advise the applicant that the third party is not cooperating in the verification process. The SFHA may ask the applicant to contact the third party directly to speed up the verification process. Applicants will not be given verification forms. All transactions will be between SFHA staff and the third party.)
 - d) Phone verifications must use the same form previously mailed to the third party. All the information included in the written verification must be gathered during the phone contact. SFHA staff will complete the form. The contact person, date and time of conversation will be noted and the SFHA staff person who made the phone call will sign the form. Initials are not acceptable.
 - e) Review of documents -SFHA staff will review documents submitted by the applicant when:
 - (1) The information requested does not require third party verification (e.g. rent receipts and lease agreements, utility bills); or
 - (2) Third-party verification is impossible. SFHA staff will copy documents into the applicant's file or list the documents and the information on them. SFHA staff will document file if unable to obtain third party verification.
 - f) Applicant certification - SFHA may accept applicant certification only when required by HUD regulations or when other preferred forms of verification are impossible to obtain.
5. General procedures applicable to verifying information
- a) Information subject to change - These verifications are valid for 90 days from the date received by the SFHA. Information may be updated by phone for an additional 30 days. SFHA will not ordinarily rely on verifications that are more than 120 days old.
 - b) Information not subject to change - the authority will verify this information only once (e.g., verification of age with birth certificates, citizenship or immigration declarations.)
 - c) Each applicant folder will include a File Completion Checklist to track progress and a Verification Log documenting verification efforts. The Verification Log will record the forms sent, date sent, and date the information is received by SFHA staff. Upon completion of a folder, the SFHA staff person will sign the File Completion Checklist and certify as to the completeness of the File. The File will also contain an Applicant Approval Record which will include the signatures of all staff involved in completing the intake process: a review by and signature of the staff person who made the eligibility determination to either approve or deny, a review by and signature of the staff person who processed the through the screening process, and the signature of the Eligibility manager who conducts a final file review and approves each file for leasing.

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- d) Each SFHA verification will include the following: (a) explanation of why the information is being requested; (b) a copy of SFHA's general release of information with the applicant's signature or the applicant's signature on the verification form; and (c) the questions essential to soliciting the information required by the SFHA.
 - e) The SFHA will send third party verifications directly to the source, not through applicants. Third party verifications will include a self-addressed stamped envelope for return to the SFHA. Verifications may also be faxed to a third party with a return fax to SFHA provided the original form is later forwarded by mail and/or the fax transmission is confirmed by printed receipt at the time of transmission, or verified by phone with a notation to the file.
6. Limited inquiries into medical issues
- a) Medical information is offered either to explain mitigating circumstances and/or seek a reasonable accommodation. For example, if an applicant had a poor rental history but stated that the previous history was caused by a disability that is now being successfully treated, SFHA staff will verify:
 - (1) That the applicant did, in fact, have a disability, and
 - (2) That the former problems were caused by the disability; and,
 - (3) That the present treatment, or reasonable accommodation, can be expected to prevent the recurrence of the problems.
 - b) If an applicant's former housing problems were due to the applicant's resisting or refusing treatment, the SFHA would be justified in verifying whether the applicant would be reasonably likely to continue with the current treatment. In this instance, it is not necessary for SFHA to obtain medical information beyond verifying the applicant's assertions about the reasons for past problems, the likelihood of continuing treatment, and that the treatment will remedy the problem.
7. Issues regarding former tenancy
- a) Conditions of former tenancy may not apply to a current applicant, individual or group, where the new lessee is to be a person other than the former lessee.
 - b) Any family member who *signed* a previous lease or occupancy agreement will be considered responsible for the family's former actions. Applicants will be allowed to explain any mitigating circumstances.
 - c) In cases of criminal activity, including drug related activity, the SFHA may prohibit the family member engaged in such activity from residency in a SFHA unit.
 - d) At the time of registration, SFHA staff will advise the applicant of any outstanding balances owed to the SFHA (For either public housing or section 8). Amounts must be paid in full prior to the application being accepted by the Authority.
 - e) Should the applicant successfully demonstrate to the SFHA that a charge is invalid, SFHA will reinstate the applicant to the waiting list using the original date and time of application and any applicable preferences.

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8. Documentation of information received during the application process
 - a) SFHA will accept credible evidence to verify information received during the application process. (NOTE: Refer to Section XI of these procedures to review specific criteria and requirements)
 - b) Misrepresentation of eligibility, including but not limited to eligibility, award of preference for admission, allowances, family composition, rent during the application process:
 - (1) If, during the course of processing an application, it becomes evident that an applicant has falsified or otherwise misrepresented any facts about his/her current situation, history, or behavior in a manner that would affect eligibility, Local Preferences, applicant selection criteria qualification, allowances or rent, the application shall be rejected.
 - (2) This provision shall not be applied to minor mistakes in fact (such as typographical errors) that produce no benefit to the applicant

E. Security and Background Check

1. The SFHA will verify any involvement in criminal activity on the part of any applicant family member who intends to reside in the SFHA leased premises:
 - a) Applicants will be advised at the time of intake and at the start of the screening interview that criminal behavior will jeopardize admission to a SFHA community. Criminal activity that occurs while an applicant's family is on the SFHA's waiting list will receive additional weight in SFHA's decision to reject an applicant family.
 - b) Involvement in criminal activity by any member of an applicant family that would adversely affect the health, safety or welfare of other tenants will be verified using information from the criminal records system of the City and County of San Francisco, the State of California, and the federal National Crime Information Center (the "NCIC"). The SFHA will also examine criminal histories provided by other States or municipalities, court records, and other evidence that might document any criminal activity. In addition, the current and former landlords and housing providers will be asked to indicate problems during the applicant's tenancy. The Authority will review police reports for any criminal activity during the ten (10) year period prior to consideration for admission.
 - c) SFHA may use a third party service to check criminal history. SFHA will also interview the applicant using the Interview Screening Checklist.
 - d) SFHA will use the criminal records system of the City and County of San Francisco, the State of California, the NCIC, and other states and/or municipalities to check all applicants for any evidence of:
 - (1) Any and all information relative to any criminal convictions or activity, both felonies and misdemeanors within the past ten years;

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- (2) Any and all information relative to any criminal charges that are currently pending before the court of the State of California or any jurisdiction, including the federal courts;
 - (3) Lifetime sex offender registration requirement for any household member. The SFHA will check in California and any other states where any family member is known to have resided.
- e) The criminal records system shall be used to assess the applicant's past behavior especially the commission of violent crimes, drug related criminal activity of any kind, disturbance of neighbors, or destruction of property.
- (1) Without substantial evidence of mitigating circumstances (including serving jail time and rehabilitation) the SFHA will not admit persons engaging in any criminal activity violating state and/or federal law.
 - (2) Examples of criminal offenses that will be considered include, but are not limited to: disturbing the peace, drunk and disorderly conduct, threats or harassment, domestic violence, including actual or threatened violence toward members of an applicant household, assaults, destruction of property, vandalism, citations for health and sanitary code violation, possession of an unlawful weapon, criminal damage, arson, and home invasion.
 - (3) In applying the above provisions, the SFHA will consider the nature of the offense and any mandatory penalties in accordance with state and federal law, including but not limited to the California "Three Strikes You're Out" Act.
- f) Documentation of any of the following criminal activity by any applicant family member who intends to reside in the SFHA leased premises may result in rejection of the applicant family. Documentation of such activity may be considered alone or in conjunction with other criminal activity such as:
- (1) Use, distribution, or possession of illegal drugs by an applicant family member who intends to reside in the SFHA leased premises.
 - (2) Documentation from the criminal records system, or other verification of criminal activity, that shows a history of property-related crimes such as burglary, robbery, larceny, weapon charges, and possession and receipt of stolen goods.
 - (3) Documentation from the criminal records system, or other verification of criminal activity, that shows a history of crimes that endanger the health or safety of others such as assault, battery, public intoxication (drunk & disorderly), prostitution.
 - (4) Documentation from the criminal records system, or other verification of criminal activity, that shows a history of crimes that endanger the health or safety of others such as homicide/murder, rape, child molestation, spousal or child abuse, or drug related crimes as referenced.

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- (5) Notwithstanding any other provision of law, the SFHA shall permanently prohibit admission to all federally assisted housing to any applicant household that includes any individual who is subject to a lifetime registration requirement under a State sex offender registration program. **[QHWRA; Subtitle F: Sec. 578 (a)]**. No mitigating circumstances will be considered.
 - (6) Further, the SFHA shall permanently deny admission to all federally assisted housing, any applicant or household member who has been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") on the premises of federally assisted housing. No mitigating circumstances will be considered. **[Sec. 16; subsection (f) of the USHA as amended by Sec. 428 of the FY 1999 Appropriations Act]**
- g) All criminal activity will be weighed against the obligations of tenancy, including the likely impact on a SFHA community and the danger to the health or safety of residents or staff. The SFHA considers certain criminal acts or repeated criminal behavior as evidence that the applicant is not capable of meeting lease requirements.
2. In evaluating criminal activity or drug-related criminal activity, the SFHA will give the greatest weight for admission to applicants with no record of criminal activity or behavior of any kind; minor or infrequent offenses that do not, when taken together, indicate the pattern of a repeat offender, or a record of criminal activity with clear and verifiable evidence of improved behavior sustained over a significant period of time. (A period of improved behavior while on the waiting list will also be considered by the SFHA.)
3. Criminal activity, drug related criminal activity, alcohol abuse, other factors and considerations will include:
 - a) Mitigating circumstance and criminal activity¹⁰
 - (1) Staff will consider the dates, subject to any local criteria, and circumstantial activity, the seriousness of the offense, whether the offense occurred only once or was repeated, and the number and duration of rehabilitation efforts, if any, and whether offender has avoided subsequent criminal activity or behavior since the offense.

¹⁰ Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, when verified would indicate: (1) The reason for the unsuitable rental history and/or behavior, (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, and (3) the applicant's prospect for lease compliance is an acceptable one, justifying admission.

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- (2) With respect to criminal behavior, evidence of any mitigating circumstances or rehabilitation must be compelling and substantial before the SFHA will consider accepting an applicant with a significant criminal history. SFHA will look for a period of time where the applicant's behavior is improved and there is no evidence of criminal activity. SFHA will consider the applicant's behavior and reputation in the community both before and after the offense, and any other evidence indicating a likelihood that the offender will not engage in any future criminal activity.
- (3) However, consideration of verifiable mitigating circumstances does not guarantee that an applicant will be admitted. Evidence of certain crimes or repeated crimes can result in rejection. Evidence of mitigating circumstances or evidence of rehabilitation does not require the SFHA to disregard potentially disqualifying activity.

See the discussion later in these procedures for a review of how mitigating circumstances are considered.

b) Drug-related criminal activity:

- (1) SFHA will not admit current users of illegal drugs or alcohol abusers.
- (2) The Fair Housing Act explicitly states that current illegal drug users ARE NOT a protected class (persons with disabilities) and permits SFHA to reject such applicants. Further, notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for the purposes of eligibility for low-income housing, solely on the basis of any drug or alcohol dependence. **[QHWRA; Subtitle A; Sec. 506(3)]**
- (3) Applicants who are former drug users¹¹ and whose housing histories reveal no circumstances which point to future lease compliance problems, will be considered for admission. However, if problems with housing or criminal histories emerge during screening or the applicant's own disclosures indicate that the applicant may be a current user of illegal drugs, the SFHA will require documentation that the applicant is no longer using drugs, including behavioral evidence that the applicant has made a life style change.
 - i. SFHA will require an applicant to document that he or she is a former user if objective evidence raises a question about whether the applicant is a current user of illegal drugs. However, demonstrating that a person is not a current user does not automatically guarantee admission. The person with disabilities is still required to meet all other applicable screening criteria.

¹¹ A former user of illegal drugs is defined by ADA and 504 as “individual who has successfully completed a supervised drug rehabilitation program and is no longer engaging in the illegal use of drugs or has otherwise been rehabilitated successfully and is no longer engaging in such use, or is participating in a supervised rehabilitation program and is no longer using drugs, including behavioral evidence that such use is no longer occurring.

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- (4) Where an applicant's documentation from the criminal records system includes numerous drug-related and other crimes (felonies or misdemeanors not necessarily drug related) SFHA will deny admission, but will consider information from drug treatment centers. Successful recovery does not mean that the SFHA will ignore a background of *criminal* behavior. Demonstrating that an applicant is not a current user is only part of the screening evaluation; all other screening criteria must be met.
- i. The PHA will require a signed consent form by which the PHA shall submit a request to a drug abuse treatment facility with respect to each proposed household member who is at least 18 years old, and for family head or spouse regardless of age
 - a. Whose criminal record indicates prior arrest or conviction for any criminal activity that may be a basis for denial of admission; or
 - b. Whose prior tenancy records indicate that the proposed household member:
 - (i) Engaged in the destruction of property;
 - (ii) Engaged in violent activity against another person; or
 - (iii) Interfered with the right of peaceful enjoyment of the premises of other residents.
 - ii. The written consent form shall authorize the SFHA to:
 - a. Receive information from the drug abuse treatment facility stating only whether the facility has reasonable cause to believe that the applicant is *currently* engaging in the illegal drug use;
 - b. Receive such information from the drug abuse treatment facility, and to utilize such information in determining whether to prohibit admission of the household.
 - iii. The written consent form expires automatically after the SFHA has made a final decision to either approve or deny the admission of such person.
 - iv. Such confidential information will not be misused or improperly disseminated and will be destroyed no later than five (5) business days after the date on which the PHA gives final approval for admission.
 - v. If the application is denied, the information will be destroyed within a reasonable time (**12 months**) following the date on which the statute of limitations for commencement of a civil action based upon that denial of admissions has expired without the filing of a civil action or until final disposition of any such litigation.
- (5) Alcohol abuse and screening - Alcohol is a legal drug; therefore, simple use or even abuse of alcohol is not grounds for rejecting an applicant.

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- i. It is the SFHA's policy that an applicant who the authority believes exhibits a pattern of abuse of alcohol that may interfere with the health, safety or right to peaceful enjoyment of SFHA property by residents and employee is, will be denied admission.
- ii. If screening reveals past tenancy problems, and the applicant asserts that those problems were caused by alcohol abuse that is no longer occurring, staff will verify the information by the following procedure:
 - a. confirm that the negative behavior was, in fact, caused by alcohol abuse;
 - b. document (using methods similar to those described above for former users of illegal drugs) that the applicant is no longer abusing alcohol; and,
 - c. review the applicant's housing history since entering recovery to ensure that no other behavior problems still exist.

- (6) Confidentiality - Pursuant to Section 575; (c) (5) of the Quality Housing and Work Responsibility Act of 1998 (The "QHWRA"), the San Francisco Housing Authority, when receiving criminal records, may use such information only for the purposes provided in this subsection and such information may not be disclosed to any person who is not an officer, employee, or authorized representative of the agency 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. The Secretary shall establish procedures necessary to ensure that information provided under this subsection to a public agency is used, and confidentiality of such information is maintained, as required under this subsection.

- (7) Penalty - Any person who knowingly and willfully requests or obtains any information concerning an applicant for, or tenant of, covered housing assistance pursuant to the authority under this subsection under false pretenses, or any person who knowingly and willfully discloses any such information in any manner to any individual not entitled under any law to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000. The term "person" as used in this paragraph includes an officer, employee, or authorized representative of the San Francisco Housing. [QHWRA; Section 575; (c)(6)]

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- (8) Civil action - Any applicant for, or tenant of, covered housing assistance affected by (A) a negligent or knowing disclosure of information referred to in this subsection about such person by an officer, employee, or authorized representative of the SFHA which disclosure is not authorized by this subsection, or (B) any other negligent or knowing action that is inconsistent with this subsection, may bring a civil action for damages and such other relief as may be appropriate against the SFHA, the responsible entity for such unauthorized action. The district court of the United States in the district in which the affected applicant or tenant resides (San Francisco), in which such unauthorized action occurred, or in which the officer, employee, or representative alleged to be responsible for any such unauthorized action resides, shall have jurisdiction in such matters. Appropriate relief that may be ordered by such district courts shall include reasonable attorney's fees and other litigation costs. **[QHWRA; Section 575; (c)(7)]**
- (9) Records management
- i. The SFHA is responsible for establishing a system by which all information received from police departments and/or drug treatment facilities is:
- a. Maintained confidentially in accordance with section 543 of the Public Health Service Act (12 U.S.C. 290dd-2);
- b. Not misused or improperly disseminated; and
- c. Destroyed, as applicable.
- (i) For information from drug treatment centers, not later than five (5) business days after the date on which the SFHA gives final approval for an application for admission; or
- (ii) For information regarding criminal activity obtained by consent form, within a reasonable time (**12 months**) after the date on which the SFHA gives final approval for admission; or
- (iii) If the SFHA denies the application for admission, the reports shall be destroyed in a timely manner (**12 months**) after the date on which the statute of limitations for the commencement of a civil action from the applicant based upon the denial of admission has expired or subsequent to an annual audit. **[QHWRA; Section 575; (d)(B)]**
- ii. In order to assure that only essential employees have access to these documents, the SFHA will limit their review as follows:
- a. All requests for police reports and/or information from drug treatment centers will be made in writing and submitted to the Senior Eligibility Representative.

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- b. The Senior Eligibility Representative will review all requests and submit them to the appropriate reporting agency.
 - c. Upon receipt of the results, the Senior Eligibility Representative will review each document. If the applicant's records are "cleared", the Senior Eligibility Representative will obtain the signature of the Administrative Director of Customer Services or his/her designee and stamp "Security Cleared" on the "Applicant Approval Record" along with the date of clearance. The police reports or drug tests results will not be returned to the requestor. Rather, they will be kept 'in a separate File in alphabetical order and secured in the possession of the Administrative Director or his/her designee until records are destroyed as in 10a(3) above.
- iii. In the event that the reports contain information that may affect admission, the Senior Eligibility Representative shall confer with the Administrative Director or his/her designee to determine if a meeting should be scheduled with the applicant to discuss any information that might "mitigate" the unfavorable information.

F. Review and Checking of Credit Reports

1. SFHA will complete a credit check on all public housing applicants
2. Evaluating credit history information
 - a) SFHA will make a careful examination of the credit report. The report will be checked to determine if there are inconsistencies in the applicant's housing history as reported to the SFHA on the application form or other documents. SFHA staff will consider negative credit information in light of its impact on tenancy. Thus, poor credit with respect to non-payment or delinquent payment of utilities will be given greater weight than non-payment or delinquencies for other consumer obligations.
 - b) If the SFHA rejects an applicant because of poor credit history, SFHA staff will advise the applicant in the rejection notice of his/her rights under state and federal law to:
 - (1) Examine the credit report;
 - (2) Dispute and correct inaccurate credit information. Should the applicant successfully demonstrate to the SFHA that the credit record is inaccurate and the report is corrected, the SFHA will consider reinstatement to the waiting list using the original date and time of application and any applicable preferences.
 - c) SFHA will consider bad credit in light of any mitigating circumstances that can be documented by the applicant (e.g. loss of job, illness or medical problems that limited a family's financial resources). SFHA will also consider whether non-payment or poor payment of rent and other charges is likely to reoccur once the applicant obtains housing where the rent is calculated based on income.

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- d) If an applicant has filed bankruptcy and this is reflected in the credit report, SFHA will determine if the Bankruptcy included debts related to tenancy and shelter costs. Applicants will not be rejected solely on the basis of the bankruptcy filing.

G. Utilities

- 1. SFHA will also interview the applicant concerning history of utility payments. Where applicants have had past responsibility for utility payments, the SFHA will use account records provided by utility companies (excluding those providing telephone and cable TV service, although these may be used as secondary indicators of ability to pay) or the Utility Verification Form.
- 2. Ability to obtain utility connections
 - a) The SFHA owns public housing units where the resident is responsible for the utility payments. In accordance with the Admissions and Occupancy Policy and the lease, SFHA requires that applicants offered units with resident-paid utilities be able to secure utility service in their name and document it to the SFHA.
 - b) Present ability to obtain utility service is considered an indicator of the applicant's past performance in meeting financial obligations.
 - c) SFHA will advise all applicants of the above requirements at initial intake and remind applicants of this requirement at the start of the screening process.

H. Landlord and Prior Residences

- 1. Procedures used to verify applicant information:
 - a) Staff will interview all applicants using the Applicant Screening Interview Checklist, Parts I and II. If the current housing provider is a relative, additional information on the applicant's ability to comply with lease terms may be collected by the SFHA.
 - b) SFHA will examine applicant's housing history over the past 5 years. In order to obtain the best available information on an applicant's housing and shelter history, the SFHA may use combinations of years and tenancies.
 - c) SFHA will examine tenancy history over a longer period of time when the information obtained from the time period is incomplete. When examining an applicant's shelter history, the SFHA will focus on those periods where the applicant made sustained periodic payments in support of shelter related costs.
 - d) Performance in meeting financial obligations will be checked first by contacting the current housing provider and two prior providers (if applicable) using the SFHA Landlord Verification Form. The form will be mailed to the landlord(s) or shelter providers identified by the applicant the Applicant Screening Interview Checklist along with a release of information form. Where there is no rental history, other forms appropriate to the family's circumstances will be used (see Section VI, Part C).
 - e) Checking Landlord Information (Applies to landlord information received or any screening criteria.)

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- (1) The SFHA differentiates between applicants who are/were the Tenant of Record (TOR) whose landlord the SFHA cannot reach and applicants who have lived somewhere without the landlord's knowledge and consent, thus making it impossible for the prior landlord to verify residency or rent payment history.
 - (2) The SFHA will attempt to verify that the applicant is the TOR by contacting the landlord. SFHA will also accept: a notarized letter from the TOR when the applicant is living in the unit but is not on the lease; other credible references that can verify address and tenancy status for the period under review, and any of the secondary forms of verification described below.
 - (3) Where a current or previous landlord is a relative of the applicant, the SFHA will give more weight to those periods where the applicant lived in a unit provided by a landlord not related to the family
 - (4) If no landlord references are available, SFHA will obtain a credit report and contact the current housing provider with a request that someone with knowledge of the applicant's behavior and rent payment history complete the form.
2. Record of eviction from housing or involuntary termination from residential programs
- a) Sources:
 - (1) Staff will check SFHA's records, landlord records and court records to determine whether the applicant has been evicted from SFHA, any other assisted housing, or any other property in the past. SFHA will also use credit or eviction service information to check for any record of evictions.
 - (2) Record of termination from residential programs will be checked with police, service agencies and with any provider referred by the applicant. The SFHA will cross-match with unit records and information in the Section 8 Certificate and Voucher programs to check for termination of assistance.
 - (3) Conditions of former tenancy may not apply to an applicant, individual or group. Any family member who signed a previous lease or occupancy agreement will be considered responsible for the family's former actions.
 - (4) Staff must consider the mitigating circumstances of any past eviction or termination and its relevance to SFHA tenancy.
 - b) Examples of indicators for eviction from housing or involuntary termination from residential programs are:
 - (1) No record of eviction or termination from any shelter, other housing, or a residential program. Evidence of rule compliance in any residential transitional facilities, group homes) or other program in which the applicant is participating (drug treatment)
 - (2) Successful completion of stay and transition from a shelter or residential program

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- (3) Currently in the program and is meeting all requirements.
 - (4) No negative information received from the housing provider.
 - (5) That the applicant can meet SFHA's lease criteria on his/her own or with assistance that the applicant rides; unit or living area is clean, no destruction of property, ability to manage regular monthly payments of some kind; responds to mail and shows up for appointments; follows an applicable rules in his/her current residential situation; no record of disturbing neighbors; avoids criminal activity.
- c) Other indicators for these criteria are:
- (1) Applicant asked to leave the program for rule violation that is not related to the SFHA lease compliance. (Example: staying out late might violate a program rule, but would not violate SFHA's lease compliance.
 - (2) Applicant leaves program but returns and is accepted for continued participation.
 - (3) Successful completion of a residency training program acceptable to the SFHA.
3. Demonstration of ability and willingness to comply with the terms of the SFHA's lease and other program requirements (Note: This will be applied ONLY in the absence of satisfactory landlord documentation):
- a) If an applicant is able to document that he or she could comply with the SFHA lease terms as demonstrated in the current and former residences through a combination of landlord references and the home visit, this criterion will be considered satisfied. Ability to comply with SFHA lease terms will be checked only in the absence of satisfactory landlord documentation.
 - b) If any current conditions of occupancy can be considered in light of the SFHA's lease requirements, staff will send the appropriate verification forms. Staff will also complete the Parts I and II of SFHA's Applicant Screening Interview Checklist in an interview with the applicant
 - c) If the provider is unable (the provider may have no knowledge that the unit is housing two families) or unwilling to complete the verification process, the SFHA will send appropriate forms to other third parties or persons with knowledge of the applicants current living arrangements or to the host family. If the host family completes the form, SFHA will judge the completed form in light of any family ties between the host family and the applicant family.
 - d) These forms may bring to light mitigating circumstances or reasonable accommodations an applicant may need (to care for the unit or manage money, for example) and enable SFHA to determine that the applicant has such services (provided by a third party) in place before the applicant is admitted.
 - e) Ability and willingness to comply with the lease term may be demonstrated by the following actions:

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- (1) The applicant can meet these criteria on him/her own or with assistance that the applicant obtains;
 - (2) Based on a home visit, the unit or living area is clean with no evidence of applicant caused health or safety problems;
 - (3) No record of, or home visit, yields no evidence of destruction of property;
 - (4) Ability to manage regular monthly payments of some kind;
 - (5) Responds to mail and shows up for appointments; follows any applicable rules in his/her current housing or shelter situation;
 - (6) No record of disturbing neighbors; avoids criminal activity.
- f) In addition, compliance with lease terms can be demonstrated by the following:
- (1) Evidence of rule compliance in any residential program (shelters, transitional facilities, group homes) or other program in which the applicant is participating;
 - (2) Job or school references;
 - (3) Completing, a pre-occupancy briefing acceptable to the SFHA.

I. Resident Participation in the Intake and Screening Process [24 CFR 960.206(c)]

1. Mitigating Circumstances – As required by **24 CFR 960.205 (d)**, SFHA will consider mitigating circumstances for negative information received that would likely result in the rejection of an application for housing.
2. Resident involvement in applicant pre-occupancy orientation — All applicants are required to complete a pre-occupancy briefing designed by SFHA or by the resident leadership. A pre-occupancy briefing may be designed to address Authority-wide issues, site-specific issues, or a combination of both. While SFHA and its residents will design the orientation, all orientations will be required to include the following topics:
 - a) Rights and responsibilities of SFHA and the resident;
 - b) How rent is calculated;
 - c) Security issues;
 - d) Recertification requirements;
 - e) The lease;
 - f) The move-in inspection;
 - g) Care of the unit and how to request maintenance;
 - h) Reasonable accommodations and modifications for persons with disabilities;
 - i) Services available in or near the development;
 - j) The resident association;
 - k) How to conserve utilities, read a utility bill, and family budgeting;

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- l) Family choice of rental payment; [QHWRA; Sec. 523]
- m) Site specific disaster/emergency evacuation plans.

SFHA may contract with other entities to deliver the pre-occupancy orientations. All applicants must attend the orientation in order to complete the screening process. Failure to attend the orientation will result in the rejection of the applicant and removal from the waiting list.

3. Admissions Advisory Committees – The SFHA encourages RMC’s and Tenant Associations to develop Admissions Advisory Committees (AAC). This policy establishes the framework under which these committees must operate:
 - a) An AAC will interview applicants and review selected information about applicants being considered for housing at each site;
 - b) All committees will use a standardized questionnaire developed in conjunction with SFHA and approved by the Administrative Director of the Customer Services Department prior to their use;
 - c) Questionnaires must not include questions previously asked by the Eligibility Department during the admissions process;
 - d) Residents serving on an AAC are subject to applicable fair housing laws and will be required to successfully complete training on fair housing laws to be provided by the Customer Services Department;
 - e) Violations of ethical or privacy standards or discrimination by any committee member will result in dismissal from an AAC;
 - f) Residents involved or employed by SFHA in other parts of the screening process (i.e. Home Visit Teams, Mitigating Circumstances Review Boards, etc.) are prohibited from being members of an AAC.
4. Resident Welcome Committees— Sites that create an AAC must also establish a program of post-occupancy follow-up (sites without an AAC can establish a program at their discretion). The AAC will work with the Housing Manager to design a follow-up “welcome” program for new residents at each property. The objective of the post move-in follow-up will be to provide additional orientation through resident-to-resident assistance so that new families do not become isolated and issues of lease noncompliance (if any) can be addressed early in order to avoid the process of eviction. Post-occupancy follow-up must include at least one (1) apartment visit within 30-60 days of new resident move-in.

J. Pre-Occupancy Briefing

1. Completion of a pre-occupancy briefing designed by the SFHA in cooperation with existing residents or delivered by a third party under contract to SFHA will be required by all applicants.
2. Attendance, behavior during the briefing, and satisfactory completion of the briefing, are part of SFHA's screening criteria. Failure to attend and satisfactorily complete the program will result in rejection of the application.

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3. The briefing will typically be offered when the applicant is within 90 days of being offered a unit (Applicants that fail a home visit may be referred to this program on a different schedule than that noted here.) A pool of applicants that have successfully completed the briefing will be maintained by the SFHA. A unit will not be offered until an applicant successfully completes the program.
4. The briefing, once implemented, may include the following topics:
 - a) Program purpose and relationship to SFHA's screening
 - b) How screening relates to lease compliance
 - c) Keeping the unit clean
 - d) Review of the SFHA's lease requirements, house rules, safety and security issues
 - e) Information on the SFHA's Family Self-Sufficiency Program
 - f) Rights and responsibilities of the SFHA and the resident
 - g) Procedures that will be followed should lease violations occur
 - h) SFHA's obligation to make reasonable accommodations for person with disabilities
 - i) The role of the resident council
5. If requested by an applicant, SFHA will make reasonable accommodations to allow full participation by the applicant, or household member, if notified in writing at least 48 hours prior to the briefing.

K. Recommendation of Admission or Rejection

1. When a determination of eligibility and qualification for Local Preferences has been made and either the verification forms have been returned or telephone verifications obtained, and the Home Visit and the pre-occupancy briefing completed, staff will make a recommendation of Admission or Rejection. This determination will be based on the following:
 - a) Responses from current and at least one former landlord or response from housing providers other than a private landlord (if applicable) - All positive or neutral responses would mean the applicant family can be recommended for admission. The applicant must be considered capable of and willing to comply with the SFHA's lease terms for a recommendation of admission;
 - b) Responses from utility suppliers (if applicable) - A positive or neutral response that is consistent with the landlord information would result in a recommendation of admission;
 - c) Subject to SFHA's consideration of any mitigating circumstances, no member of the applicant family, 7 years of age or older, should be currently involved in criminal activity, have charges pending, or be convicted of a felony for a recommendation of admission;

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- d) Credit reports or eviction services information (if applicable) - the applicant must have a neutral or good record for a recommendation of admission. This would include no evictions due to lease violations or non-payment of rent within the past three (3) years or past three (3) tenancies whichever is longer.
 - e) Pre-occupancy briefing - SFHA requires that applicants with poor housekeeping or a lack of verifications in any two of the screening criteria attend a resident orientation program. The applicant must receive a satisfactory or better rating for completing the program.
 - f) Admissions Folder Checklist - Staff will complete a File Completion Checklist for each application file. If, at any point in the screening process it becomes clear to staff that an applicant will not meet the screening criteria, the Checklist will be signed and the decision to reject noted. The same procedure will be followed when applicants are certified acceptable for admission.
2. Supervisory review of folders - Difficult cases will be forwarded to the ***Eligibility Program Supervisor*** for discussion and review. The first step in the supervisory review of a difficult case is a determination of the file completeness. If any information is missing or the case for rejection or acceptance is not compelling, the file will be returned to the appropriate staff person for further work.
3. Quality Control (QC): From time to time selected folders will be sent to the appropriate supervisor for a quality control review. The supervisor will review the folder, and initial the checklist. On a monthly basis, supervisors will perform quality control reviews by reviewing folders at random. Information in the folders will be ***verified*** against the information in the computer. Results of the QC review will be shared with staff. Further, the results of the QC will be considered in evaluating staff performance.
4. The following list of factors will not be considered in making a decision to reject any application:
- Race, Color, Religion, Age, Source of Income, Sex, Marital Status, Parental Status, Sexual Preference, Political Ideology, Handicap or Disability (including mental or physical), Ancestry, or National Origin.
5. If negative screening information is received on an applicant, Eligibility Program Supervisor will review the file. If the Supervisor determines that the applicant does not meet the minimum screening criteria, the applicant will be sent a notice of ineligibility for admission. In accordance with federal regulations (24 CFR 960.205 (d)), the notice of ineligibility will include information to the applicant that s/he has a right to an informal review to discuss mitigating circumstance, or request a reasonable accommodation, that will reverse the denial of admission. The applicant must request the informal review no later than ten (10) days after receipt of the notification.

If a person has a known disability, mitigating circumstances, or reasonable accommodation, will be considered if such will allow the applicant to fully participate in the program and meet the obligations of the lease.

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Mitigating circumstances, or reasonable accommodations, will not be considered for applicants who are subject to lifetime sex offender registration or who have been convicted of manufacturing methamphetamine on the premises of federally assisted housing.

6. The informal review shall consist of the Eligibility Manager and the Director of Housing Management. The results of the informal meeting will be provided to the applicant in writing no later than five (5) working days after the informal review.

L. Acceptable Documentation

1. In addition to, in support of, or in lieu of a landlord verification form, the SFHA will accept credible evidence of rent payment, utility payments in the form of canceled rent checks or money orders for any period of tenancy under review. SFHA will review up to 12 months of receipts or bills, unless the applicant documents that a shorter period time is applicable.
2. Acceptable documentation for an applicant's history with respect to disturbances, destruction of property damages, housekeeping habits, and care of the unit are:
 - a) Completed "Landlord Verification" Form for all previous tenancies as required by these procedures. The form includes questions related to this screening criterion, specifically questions on caring for the unit, and questions on applicant behavior while a resident.
 - b) If no landlord verification is possible, a completed Part I of the "Applicant Screening Interview Checklist" and completed verification forms with any discrepancies in the information on these forms resolved to the SFHA's satisfaction. Forms will include questions for both the applicant and third parties applicable to "the ability to care for the unit, general lease compliance, and ability to perform activities that related to lease compliance."
 - d) No criminal offenses or criminal activity as reported through state and local criminal records system.
3. When evaluating documentation received with respect to disturbances, destruction of property, damages, housekeeping habits, and care of the unit, SFHA will give the greatest weight for admission to applicants with:
 - a) No record of activity or behavior that would disturb other residents or neighbors peaceful enjoyment of their accommodations; no record of activity or behavior that resulted an apartment unit or residential facility of any kind, grounds or common *area* associated with such apartment or facility, the real or personal property of neighbors.
 - b) No record of activity or behavior (especially housekeeping) that resulted in safety violations, unsanitary or unhealthy conditions in a unit Evidence that the applicant reported maintenance problems to the Landlord in a timely manner.
 - c) Where objectionable behavior has occurred, clear evidence of mitigating circumstances and evidence that the applicant ceased the behavior or activity and, where applicable, made restitution (monetary or otherwise) to persons affected.

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- d) Where damage to property occurred clear evidence of mitigating circumstances such that the applicant ceased the behavior or activity and, where applicable, made restitution (monetary or otherwise) that resulted in the property being restored to a decent, safe, and sanitary condition (e.g. paid reasonable charges for the cost of repairs).
4. Other indicators for applicant's history with respect to disturbances, destruction of property, damages, housekeeping habits, and care of the unit are:
- a) Caring for one's room or space (especially when living with someone else or in a shelter, or group home);
 - b) Maintaining any physical space (perhaps related to a job);
 - c) Availability and use of a chore service or other assistance with care of the unit;
 - d) Live-in aide available;
 - e) When offered by SFHA, successfully answering questions about how to care or an apartment and successful completion of a residency training program acceptable to the SFHA.
 - f) Treatment of others with whom s/he lives;
 - g) Treatment of administrators or other participants in programs that the applicant is or has participated in;
 - h) Recent school and work relationships;
 - i) When offered by the SFHA, behavior during completion of residency training programs acceptable to the SFHA.

M. Screening Criteria and Procedures – Applicants with Disabilities

1. Meeting Section 504 access and communications requirements during the application process
- a) If an applicant has difficulty completing written forms, SFHA will permit the applicant to bring someone to the interview to assist them. Other reasonable accommodations will be considered on a case-by-case basis. Third party verifications will not be given to applicants. SFHA staff will contact the third party directly.
 - b) To insure the opportunity for equal access to housing benefits and program related services, SFHA will make reasonable accommodations for applicants with disabilities. SFHA will also make sure that forms and other documents completed by applicants are available in accessible formats. If requested by the applicant with disabilities, SFHA will provide sign language interpreters and/or other auxiliary aides.
 - c) SFHA will confirm the presence of a disability, but will not make inquiries about its nature or extent, prior to making any accommodation or providing auxiliary aides.
 - d) At the time of initial application, the SFHA will provide a notice to all applicants that explains Section 504 and Fair Housing requirements including the right to request reasonable accommodations.

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- e) Intake and screening interviews and other meetings required during the application process will be conducted at accessible locations. SFHA will make arrangements with the applicant to meet at home or at a location that is accessible.
 - f) SFHA will not make accommodations that cause a fundamental alteration in the nature of the program or create undue financial and administrative burdens.
2. Mitigating circumstances for all applicants and reasonable accommodations for applicants with disabilities
- a) It is illegal to reject an applicant because he or she is a person with a disability, or for reasons that could be overcome by SFHA's reasonable accommodation of the applicant's disability or handicap. If, even with reasonable accommodation, applicants with disabilities or handicaps cannot meet essential program requirements, it is permissible to reject them.
 - b) Such inability to meet program requirements might arise because of behavior or performance in past housing, inability to comply with the terms of SFHA's lease, or needed services from SFHA's staff that represent an alteration in the fundamental nature of SFHA's program (e.g. Services to residents that are beyond the scope of the housing program, services not a part of the program.)
3. Meeting 24 CFR Part 5, Subpart F, and the Section 504 regulation requirements for processing applicants including persons with disabilities.
- a) Stage 1: eligibility review (applies to all applicants)
 - (1) The first stage of processing is the determination of program eligibility. At this point verification of disability or handicap is needed only to determine eligibility for a unit with accessible features or units in properties designated for use by special populations. In addition, a verification of disability will also be needed where an applicant claims deductions for income specific to their status as an elderly/disabled household.
 - (2) For admission to certain properties, "disabled family" status is required to meet the eligibility criterion related to that property (besides qualifying the member for a special deduction in rent computation and conferring a preference in assigning units in designated buildings). Once an applicant has been determined to have a disability or handicap, no further reference should be made to that fact unless the application reaches the third stage of processing.
 - b) Stage 2: Applying the applicant selection criteria (applies to all applicants)

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- (1) The second stage of processing is applying the applicant selection criteria contained in this procedure. Thus, an applicant who happens to have a disability or handicap but is able to demonstrate a history of meeting financial obligations, caring for a rental unit, avoiding disturbing neighbors and destroying property, eschewing criminal behavior, and, if necessary, ability to comply with SFHA's lease, would be recommended for admission with no further reference to or consideration of any disability or handicap. Neither mitigating circumstances nor reasonable accommodations will be an issue for any applicant who passes the applicant selection criteria.
- c) Stage 3: Seeking mitigating circumstances or reasonable accommodation (for applicants with disabilities only)
- (1) The third stage of processing would only come into play if an applicant could not meet one or more of the applicant selection criteria discussed in these procedures. At this point, applicants with disabilities or handicaps are entitled to considerations of reasonable accommodations.
 - (2) Prior to issuance of a Notice of Rejection, staff will hold a follow-up meeting, with any applicant known to have a disability or handicap who cannot meet one or more of the applicant screening criteria. The purpose of the follow-up meeting is to determine whether it is possible to admit the applicant through consideration of mitigating circumstances (available to all SFHA applicants) or by applying reasonable accommodation (available only to applicants with disabilities).
 - (3) Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified, would indicate both:
 - i. The reason for the unsuitable rental history and/or behavior; and
 - ii. That the reason for the unsuitable rental history and behavior is no longer in effect or is under control and applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the resident screening process.

For example, if an applicant's previous history of disturbing neighbors was very poor, but his recent behavior was much improved, SFHA could consider this mitigating circumstance. Applicants have a responsibility to provide credible evidence to document the improvement if the file contains only data about the former problems. SFHA, with the applicant's cooperation, will seek third party verification of applicant claims of improved behavior.
 - (4) If the evidence of mitigating circumstances presented by the applicant relates to a change in medical conditions or course of treatment, SFHA shall have the right to refer such information, subject to the applicant's authorization, to persons qualified to evaluate the evidence and verify the mitigating circumstance

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- (5) SFHA shall also have the right to request further information reasonably needed to verify mitigating circumstance. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or reasonable accommodation. (See below.) If the applicant refuses to provide further information, SFHA will give no further consideration to the mitigating circumstance.
 - (6) Screening personnel must keep in mind that an applicant with a handicap or disability who may, for example, be unable to care for a current apartment alone, may still qualify as able to comply with the lease if he or she can demonstrate that assistance with caring for the unit has been secured. Such assistance could be in the form of a Live-in Aide, or it could be a friend, family member, chore service or employee of the applicant. It is not the province of the SFHA to make judgments about the best way to provide assistance, but simply to determine whether the assistance will enable the applicant to meet the screening criteria.
 - (7) If some form of assistance is needed to enable an applicant to comply fully with the lease terms, screening staff should obtain verifications that such assistance is available to the applicant.
4. Reasonable accommodations for applicants with disabilities (disability status subject to verification)
 - a) If no mitigating circumstances exist that satisfy SFHA's applicant selection criteria, the SFHA must consider reasonable accommodations requested by the applicant or structural modifications that SFHA could make to eliminate administrative or architectural barriers to housing the applicant.
 - b) Reasonable accommodations may take the form, of changes in rules, policies, practices, or services (if provided by the SFHA), when such accommodations are necessary to afford a person with disabilities equal opportunity to participate in the program or to use and enjoy a SFHA dwelling unit, including public and common use areas. For example, approving an applicant for a larger unit (waiving the unit occupancy standards) to permit occupancy by a live-in aide who would assist the applicant with some aspect of lease compliance the applicant could not otherwise achieve.
 - c) Structural changes include physical changes made to the unit, building, development or grounds.
 - d) Accommodations or structural modifications, to be considered reasonable, must not cause undue financial or administrative burdens or an alteration in the fundamental nature of SFHA's public housing program. If a service is necessary for compliance with the lease, SFHA cannot be required to provide it to an applicant with a disability if it is not provided to other residents; but the SFHA must consider admitting that applicant if he or she can document that the service will be provided by others at no cost to the SFHA.
5. Screening and substance abusers - see Part C 3 of this Section.

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6. Rejecting applicants with disabilities - Any applicant with a disability or handicap who cannot meet the applicant screening criteria taking into account possible mitigating circumstances, reasonable accommodations by the SFHA, or services needed for lease compliance verified to be provided to the applicant by others, must be rejected.

VI. TENANT SELECTION AND ASSIGNMENT PLAN

The SFHA will offer one (1) offer of a public housing unit to each applicant approved for the public housing program. The sequence of unit offers will be based upon date and time the application is received, type and size of unit needed and selected by the family, and factors affecting preference or priority that are consistent with the objectives of Titles VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968 and the HUD regulations and requirements pursuant thereto [24 CFR 1.4(b) (2) (ii) and 100; QHWRA, Sec. 525].

A. Preference Point System

The SFHA has allocated points for each local preference as follows:

Working 32 hours	4 points
Working 20 hours or in education/training	2 points
Veterans	2 points
Victims of Domestic Violence/ Witness Protection	2 points
Rent Burden (paying more than 50% for rent)	4 points
Substandard Housing	2 points
Homeless and/or Displaced	2 points
Homeless w/Department of Human Services Supportive Services	4 points
Residents of/Work in City of San Francisco	4 points

B. Waiting List and Offers of Housing

1. All registrations (pre-applications) are time and date stamped upon receipt by the Eligibility Department. Applicants will be placed on the appropriate waiting list(s) by date and time of application and any applicable local preferences.
 - a) For example, a family may choose to be on both the two-bedroom waiting list and the three-bedroom waiting list if the family meets the Occupancy Standards criteria for both bedroom sizes.

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2. SFHA will monitor the waiting list and schedule applicant interviews based on projected turnover. The objective is to maintain a ready pool of eligible and suitable applicants to which offers of housing will be made. SFHA may permit private management companies to conduct eligibility and suitability screening.
3. This assignment plan will be maintained in a central location, the Eligibility Department.
4. Eligibility staff will regularly check and ensure that verifications for preferences, income and family composition are current within 90 days for approved (“Applicants to be Referred”) families near the top of the waiting list.
5. In the process of making unit offers, the Eligibility Department will first refer to the “Applicants to be Referred” list.
 - a) The Eligibility Department will ensure that all approved applicants are placed on the “Applicants to be Referred” list.
 - (1) For example, 3-bedroom elderly or disabled families shall be placed on the 3-bedroom general occupancy (family) list if there are no 3-bedroom units in elderly/disabled developments.
 - (2) Families needing wheelchair accessible units or other accessibility features shall be indicated on the “Applicants to be Referred” list, and shall be listed in preference order with all other applicants.
 - (3) Families needing a downstairs unit will be indicated on the “Applicants to be Referred” list.
6. Eligibility Staff will next refer to the “Vacant Unit Analysis Report” when making unit offers.
 - a) Eligibility staff will ensure that all units, vacant and expected to become vacant, are on this list, in chronological order (unit vacant longest is listed first)
 - b) Codes on the “Vacant Unit Analysis Report” shall clearly indicate which units are ready for referral (i.e., units not undergoing extensive modernization or casualty damage, in litigation, or other condition expected to keep the unit uninhabitable for two or more months). *NOTE:* Good communication processes and protocols between management and maintenance shall be given high priority.
 - c) The fields on the “Vacant Unit Analysis Report” indicating “Estimate Ready” and “Actual Ready” shall be updated daily, as required.
 - d) Only units on the “Vacant Unit Analysis Report” that are ready or expected to be ready within two months shall be referred.
7. Eligibility staff will next refer to the “outstanding offers”
 - a) Eligibility staff shall ensure that elderly/disabled families needing a 3-bedroom or larger unit are offered appropriately sized units in general occupancy (family) developments in correct preference/date order, if there are no units of that bedroom size in Mixed Population (elderly/disabled) developments.

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- b) For Mixed Population developments, only families coded “E” (elderly/disabled) will be selected.
 - c) Eligibility staff shall ensure that “Applicants to be Referred” list is clearly coded for families needing downstairs units only, wheelchair accessibility, or other accessibility features, and will refer to applicant file before making referrals.
 - (1) For example, an upstairs unit will not be offered to a family who indicated that they must have a downstairs unit.
 - (2) See “Occupancy of Dwelling Units with Accessible or Adaptable Feature” for order of offers of accessible units.
 - d) Families needing wheelchair accessibility units will be offered the next available public housing unit (see good cause for refusal).
8. Eligibility staff will place a telephone call to the first applicant at the top of “Applicants to be Referred” list, of the appropriate bedroom size, to offer that applicant the unit at the top of the “Vacant Unit Analysis Report”
- a) “Top of list” is defined as the applicant with the highest preference points and the oldest application date.
 - (1) For example, an applicant who applied for public housing in 1998 but was approved in 2001 would be higher on the list than an applicant with the same preference points who applied for public housing in 1999 but was approved in 2000.
 - b) The eligibility staff shall send the offer letter out the same day, with offer of the specific unit, requiring applicant to accept or reject within five (5) days.
 - c) Staff shall input the date of unit offer in the “Outstanding Offers” report.
9. Eligibility staff will place a telephone call to the second applicant at top of “Applicants to be Referred” list, of the appropriate bedroom size, to offer 2nd unit at top of “Vacant Unit Analysis Report.
- a) Staff shall send offer letter out same day, with offer of specific unit.
 - b) That day’s date will be entered in the “Outstanding Offers” report.
10. Eligibility staff will refer each vacant or expected-to-be vacant unit out every five (5) days
- a) If the date the unit on this list was offered is five days from this day, the unit will be offered again.
 - (1) For example, if date unit offered indicates “11/03/01”, the unit will be offered again on “11/08/01”
 - (2) If date unit offered indicates “11/15/01, the unit will be offered again on “11/20/01”
11. Staff shall continue offering units following procedure above until unit is accepted and leased.

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12. Applicants who do not respond to the unit offer letter within five (5) working days of the date of the notice will be considered “non-responsive” and withdrawn from all waiting lists.
13. If applicant accepts the offer by phone, eligibility staff will send letter, confirming acceptance of unit.
14. SFHA will maintain records of units offered, including location, date, and circumstances of each offer, and each acceptance or refusal, including the reason for the refusal. The Eligibility Department *must* record this information in CCS for the purpose of identifying “hard to market” units.

C. Acceptance or Rejection of Offer

1. After accepting the offer of housing, the applicant will be shown a vacant unit in their selected location. Units and applicants are matched based on the size and type of housing required by an applicant, taking into account priorities for accessibility and allocation plans. If more than one unit of the appropriate size and type is available, the first unit offered to the applicant will be the first unit ready with the oldest vacancy date.
2. ~~If an applicant declines the offer of housing (without “good cause”), or does not respond to the offer of housing, their name will be placed at the bottom of the waiting list. The Eligibility Department will do so by changing the date and time of application from the original date to the date and time of the refusal of housing.~~ **The Eligibility Department will withdraw the application after the applicant declines the offer of housing (without “good cause”). The applicant will have the option to re-apply.**
3. If an applicant is willing to accept the unit offered but is unable to move at the time of the offer or if acceptance of the offer of a suitable vacancy will result in undue hardship not related to considerations of race, color, sex, religion, disability, or national origin, the applicant will keep their place on the waiting list [24 CFR 1.4 (b)(2)(ii) & (iii)]. The applicant must be able to document that the hardship claimed is “good cause” for refusing an offer of housing. Where “good cause” is verified to SFHA’s satisfaction, the refusal of the offer *shall not require* that the applicant be dropped to the bottom of all waiting lists or otherwise affect the family’s position on any waiting list. [24 CFR 85.42].
4. Examples of good cause reasons for the refusal of an offer of housing (public housing or alternative housing opportunity) include, but are not limited to:
 - a) The unit is not of appropriate size or type
 - b) Inaccessibility to source of employment, education, or job training that would require an adult household member to quit a job, drop out of an educational institution, or job training program. Or inaccessibility to children’s day care or educational program that would take a child out of day care or an educational program;
 - c) Presence of lead paint in the unit offered when the applicant has children under the age specified by current law;

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- d) The family demonstrates to SFHA's satisfaction that accepting the offer will place a family member's life, health, or safety in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency or a threat assessment that verifies danger from criminal activity. Reasons offered must be specific to the family (e.g. hate crimes). Refusals due to location alone are not good cause;
 - e) The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.
5. Examples of good cause related to an applicant's willingness to accept an offer but inability to move at the time of the offer include:
- a) A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member;
 - b) The family head, spouse or sole member is serving on an impaneled jury.

D. Housing Transfers and the Offering of Units

Three of the four types of transfers will take priority over new admissions: Priority (Emergency), Administrative Transfers and Resident-Initiated Transfers will be offered housing before new admissions **as appropriate**. See Transfer Policy, Section VIII of this document.

E. Occupancy of Dwelling Units with Accessible or Adaptable Features

- 1. Units with accessible or adaptable features will be first offered to current residents in need of the units' features before offering such a unit to an applicant with a disability.
- 2. Offers of housing for all accessible or adaptable units will first be made to current residents having a disability that requires the special features of the vacant unit. (In effect, a transfer of the occupant with disabilities from a non-adapted unit to the vacant accessible/adapted unit).
- 3. If there is no current resident in need of the unit, the unit will be offered to an eligible applicant having a disability that requires the special features of the vacant unit [24 CFR 8.27 (a) (1) (2) and (b)].
- 4. If there is no such applicant and the SFHA offers the unit to an applicant without a disability, SFHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit. This requirement will be reflected in the lease agreement signed with the applicant [24 CFR 8.27 (a) (1) (2) and (b)].

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F. Offering of Designated Units

1. Designated units will be first offered to applicants whose household characteristics “match” those of the vacant unit available.
2. By matching unit and family characteristics, families lower on the waiting list may receive an offer of housing ahead of families higher on the list with an earlier application date.
3. If there are no “matching” families on the waiting list, the unit will be offered to the family at the top of the waiting list for the appropriate bedroom size, according to the following rule: applicants that are elderly, have a disability, are displaced, or near-elderly family will be given occupancy preference over a single person applicant who is not an elderly, have a disability, displaced, or near-elderly person. This preference exists regardless of the single person applicant’s date of application [24 CFR 5.405(b)].

VII. LEASING AND OCCUPANCY OF DWELLING UNITS

A. Showing Units Prior to Leasing

1. When offering placement in a development, SFHA will provide the applicant with information describing the property and neighborhood. Eligibility staff will be familiar with SFHA’s housing sites. If the offer of housing is accepted by the applicant, the development’s property manager will be advised of the offer by Eligibility staff, and the date and time when the applicant will view the unit to be leased or a comparable unit.
2. Managers will only show and lease units of the appropriate size and type. If the applicant accepts the unit, the manager will verify when the unit will be ready for occupancy and execute a lease. If the applicant refuses the unit, a signed reason for refusal must be obtained from the applicant. The refusal form is then sent to Eligibility for a “good cause” determination (see Paragraph C of this section for definition of good cause). No lease will have an effective date before the unit is ready for occupancy [24 CFR 966,4 (i)].

B. Unit Inspection

Before a family is admitted into a unit, the Property Manager and the family shall physically inspect the unit. This is to assure that the unit meets minimum habitability requirements, pursuant to state law, and to jointly establish the initial physical condition of the unit. The Property Manager will furnish the family with a written statement of the condition of the unit and the equipment provided with the unit. The statement shall be signed by the Property Manager and the family and a copy of the statement will be kept in the client file. Subsequent damages, except for normal wear and tear or a verifiable act of God, will be deemed as tenant damage by either the family or its guest(s).

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C. General Leasing Policy

1. Units will be leased without regard to the race, religion, sex, age, national origin, disability or familial status of applicants, except as specifically provided herein.
2. All SFHA units will be occupied pursuant to a signed SFHA *Residential Lease Agreement and Contract* that complies with HUD's regulations. [24 CFR Part 966]
3. The lease shall be signed by the head, co-head, and all other adult members of the household and by the Executive Director or other authorized SFHA representative, prior to actual admission. [24 CFR 966.4 (p)]
4. Changes in family composition, income, or status or if a disability occurs between the time of the eligibility interview and the leasing of the unit will be processed at the Eligibility Department. Changes occurring between annual re-examinations will be processed at the developments.
5. If a resident transfers from one SFHA unit to another, a new lease will be executed for the dwelling into which the family moves. [24 CFR 966.4 (c)(3)]
6. If at any time during the life of the lease agreement and contract, a change in the resident's status results in the need for changing or amending any provision of the lease, either:
 - a) A new lease contract will be executed;
 - b) A Notice of Rent Adjustment will be executed; or
 - c) An appropriate rider will be prepared and made a part of the existing lease, or appropriate insertions will be made within the lease. All copies of such riders or insertions are to be dated and signed by the resident and by the Executive Director or other authorized SFHA representative. [24 CFR 966.4]
7. Housing Management will provide Eligibility with appropriate notice as to the date units will be vacant and ready by using the designated computer system and coding. Modernization and Redevelopment will also advise Eligibility in writing on available vacant and ready units.

D. Security Deposit Policy

1. It is the desire of the authority to establish a security deposit policy which encourages the families to take better care of their units, to reduce authority expenditures for renovation of units, to reduce the number of residents vacating without notice, to reduce accounts receivable for residents who leave owing unpaid balances, and to reduce the collection and collection agency fees for vacated residents.
2. For this reason, the amount of the Security deposit owed by the family shall be the greater of one (1) month's gross rent, or \$100.00. The full amount of the security deposit shall be due and payable at admission. In situations of financial hardship, the resident and the authority may enter into an agreement to pay the security deposit in installment payments until the deposit is paid in full.

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3. The authority shall be under no obligation to maintain any security deposit in segregated accounts apart from its general rent collection account *in compliance with California statutes*.
4. The security deposit shall not be used for rent or any other fee or monies owed by the resident to authority while the resident remains in public housing.
5. The security deposit shall be returned to the resident within 3 weeks after all occupants of the resident's unit have vacated, less legitimate charges or deductions. A statement of charges or deductions will be provided to the resident along with the remainder of the security deposit.
6. No waiver of this policy is permitted without the review and written approval of the Executive Director, or his/her appointed designee.

E. Resident Charges

1. Along with resident rent, the authority may also impose other charges as permitted by law. Common among them are maintenance charges for damages caused by the family of its guest, late payment charges, excess utility usage charges, legal charges and other as may be deemed necessary.
2. Failure of the family to pay any of the charges, when due and payable, shall be a basis for eviction under the dwelling lease consistent with the termination provisions of 24 CFR, Parts 966.4 and 942.27
3. Prior to implementing any new charges, the authority shall give adequate administrative and legal notice as maybe required by law.

VIII. TRANSFER POLICY

The San Francisco Housing Authority will implement this policy to transfer a SFHA household from the household's current unit to another unit of suitable size and type. SFHA does not guarantee that an approved transfer will occur within a resident's original development. Transfers will be granted without regard to the race, religion, sex, age, national origin, disability or familial status of residents. Families approved for a transfer will receive one offer of housing¹²; failure to accept the initial offer will result in withdrawal from the transfer waiting list and possible lease termination.

A. Types of Transfers

SFHA has three types of transfers, as described below:

¹² Except for families who must relocate due to revitalization and development efforts, such as HOPE VI development. These families are offered up to three units. Please refer to SFHA's HOPE VI policies for more specific detail.

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1. Priority Transfers – A priority transfer will be implemented when unit or building conditions pose an immediate threat to resident life, health, or safety. A priority transfer can be initiated by either the Authority or the resident, and must be documented and confirmed by the Authority or in a legal proceeding.
 - a) *SFHA-Initiated Priority Transfers* – Transfers that occur when a dwelling unit has been damaged by a fire, flood, or other cause(s) to such a degree that the unit is not habitable and has such extensive damage that temporary relocation is not cost effective for SFHA. The Authority is not required to give prior notice in the event that a priority transfer must occur, and a tenant’s refusal to comply with a SFHA-initiated priority transfer can be grounds for lease termination.
 - b) *Resident-Initiated Priority Transfers* – Upon request by the resident, priority transfers may be used to alleviate verified medical problems of a *life-threatening* nature, such as emergency medical and/or disability needs (including accessibility) that cannot be accommodated in the current dwelling unit, or to protect household members from an immediate threat to the life of a family member from one of the following set of circumstances:
 - (1) A member of the family is a victim of domestic violence ~~and the perpetrator is legally on the lease.~~
 - (2) A family member is a witness to a crime as a result of which their relocation has been deemed necessary for their protection by either the District Attorney’s office, ~~or~~ the San Francisco Police Department, **or other law enforcement agency.**
 - (3) A family member is the victim of a hate crime.
 - (a) A hate crime is defined as a criminal act in which hostility or negative attitude toward, or prejudice against, any group or individual due to race, color, ethnicity/national origin, religion, gender, sexual orientation, or handicap is the motivating factor.
 - (b) Indicators for hate crimes include, but are not limited to, the following:
 - The offender and the victim were of different racial, ethnic/national origin, gender, sexual orientation, or handicap groups.
 - Oral comments, written statements, or gestures were made by the offender, which indicate his/her bias.
 - Drawings, markings, symbols, or graffiti were left at the scene of an incident or anywhere on or about SFHA property.
 - Certain objects, items, or things, which indicate bias, were used or left behind by the offender(s).
 - The victim is a member of a racial, ethnic/national origin, gender, sexual orientation, or handicap group that is outnumbered by members of another group in that area where the victim lives and/or the incident occurs.

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- The victim was visiting a location where previous civil rights violations had been committed against other members of his/her racial, ethnic/national origin, gender, sexual orientation, or handicap group.
- Victims or witnesses perceive that the incident was motivated by bias.
- The victim was engaged in activities promoting a racial, ethnic/national origin, gender, sexual orientation, or handicap group.
- The incident coincided with a holiday relating to, or a date of particular importance to, a racial, ethnic/national origin, gender, sexual orientation, or handicap group.
- The offender was previously involved in a similar incident with, or is a member of or associated with, a hate group.
- A historically established animosity exists between the victim's group and the offender's group.
- The victim was in the company of, married to, or dating, a member of a targeted group.
- The victim has received harassing mail or phone calls or has been the victim of verbal abuse based on his/her affiliation with a targeted group.

- (4) A family member is a victim of a violent crime other than a hate crime or domestic violence.

~~SFHA will not approve a priority transfer if the transfer will not resolve the emergency situation.~~ Placement on the priority transfer list requires third-party corroboration of all material facts supporting the application. Third-party corroboration includes, but is not limited to, the following:

- a) Police reports and investigations by SFHA staff, which includes discussion with attending police officer **or other law enforcement**. The evidence must substantially show that the family is in an immediate, life-threatening situation and that a priority transfer would substantially abate the problem.
- b) If the priority is medical, it must be verified that the family's continued residency in their current dwelling will be exacerbated a preexisting physical or mental condition into a life-threatening condition.
- c) A temporary restraining order against the perpetrator
- d) Transitional residency at a shelter due to victimization caused by domestic violence

In the event that a priority transfer must occur and no units are available within **30** days, a Section 8 voucher may be issued (if available) or residents may be directed to contact their local Red Cross for temporary housing. Under certain circumstances, SFHA may elect to put a family in a unit specially reserved for emergency relocations, or the Authority may finance a hotel room for the family to reside until a unit can be made available **depending**

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on funding availability

2. Administrative Transfers – An administrative transfer will be implemented for the purposes of building revitalization, such as HOPE VI redevelopment, ~~and~~ other modernization **and development** activities, or adjustments made for overcrowded or over-housed living conditions. **Administrative transfers will also include residents who are victims of fire or determined (by Housing Authority Staff) to live in substandard housing conditions. An example of ‘substandard housing conditions’ is excessive mold/mildew which MUST be abated by extensive sheetrock replacement.** All administrative transfers are mandatory; a tenant’s failure to comply with an administrative transfer will initiate the lease termination process.

3. Resident-Initiated Non-Priority Transfers – Resident-initiated non-priority transfers are available to residents in good standing and who have resided in a development for at least 12 months. *Outstanding lease violations and delinquent rent may disqualify a resident’s application for transfer.* Resident-initiated non-priority transfers may occur when either one or more of the following criteria is sufficiently documented:
 - a) The dwelling unit is unsuitable because of an undue medical hardship (other than which would qualify under a Priority request) that is expected to be long standing (more than one year) and which cannot be accommodated in the unit.
 - b) A compassionate transfer would accommodate a family’s need to be close to another family member with a serious medical condition.
 - c) The location of an employer, childcare, or medical treatment creates an undue hardship on the family as determined by SFHA.
 - d) The unit is not an appropriate size (for under-housed residents only).

Documentation to verify these situations varies and is left to the discretion of SFHA, depending on the situation.

B. Transfer Process

1. SFHA Initiation – Transfers may be SFHA-initiated or resident-requested as explained in Section A above. In the event that SFHA identifies the need to transfer a tenant due to an emergency or administrative need, the Eligibility Department will notify the tenant in writing to facilitate the transfer process. Agency staff will perform the required collaboration to facilitate and document the process, in accordance with all HUD, State and local guidelines.

2. Tenant Initiated – If a tenant identifies a need to transfer, the tenant may initiate the transfer by filling out a Transfer Request Form and submitting the form to their property manager. Upon receipt of the transfer request, the property manager will time and date stamp the request, and enter the request into a tracking log.

~~Processing a Transfer Request – The property manager shall review all requests for transfer within two business days of receipt to determine what, if any, additional documentation may be supplied by the family. To assist with the request process, the property manager will discuss with the resident what documentation is still needed, and refer the resident to the~~

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~~information on the back of the application form¹³.~~

~~The property manager will then forward the request to the District Office within two business days. The District Director will verify that the transfer request is complete, and will record the request in a tracking log and forward the request to the Eligibility Department within two business days.~~ **A transfer application request will be responded to within fourteen (14) business days of its receipt by Property Management.**

The Eligibility Department will review the transfer request and render a decision within ten (10) business days. During this time, the Eligibility Department may or may not be required to make further inquiry to verify supporting documentation. Eligibility for all transfers will be determined using the same criteria that is used to screen new applicants.

Once a resident-requested transfer request has been approved, the Eligibility Department will determine whether the transfer shall be a priority resident-requested or non-priority resident-requested transfer. At this time, the family will be notified in writing by the Eligibility Department and placed on the appropriate transfer list. A copy of the written notification shall be forwarded to the property manager and kept in the tenant's files.

If the Eligibility Department does not approve the transfer request, the family will be informed in writing of the specific reason(s) and provided the opportunity to appeal the decision. Appeals must be initiated within 15 business days from receipt of notice. If an appeal is requested, the Eligibility Department will review all information and inform the resident of its decision within 15 days of receipt of the request for appeal. If SFHA upholds its decision to deny the transfer request, the resident has the right to request a Fair Hearing as outlined in the *Grievance Policy*.

C. Transfer Waiting Lists

SFHA's Eligibility Department shall maintain separate transfer lists of families determined to be eligible for a transfer under the criteria outlined above. Families on each transfer list will be ranked by the date and time their transfer request was received by the property office. Transfer lists include:

- Priority Public Housing (SFHA-initiated and resident-requested)
- Priority Section 8 (SFHA-initiated and resident-requested)
- Administrative Relocations for Revitalization and Modernization¹⁴
- Administrative Overhoused and Administrative Underhoused
- Resident-Requested Non-priority Transfers

All vacancy turnover units and new units on line shall be offered first to families approved for a

¹³ Neither the Property Manager nor the Area Manager is responsible for approving the transfer request. This is the responsibility of the Eligibility Department. All requests for transfer, regardless of the nature of the request or the extent to which the request is supported, are to be referred to the Eligibility Department for approval.

¹⁴ HOPE VI includes separate lists for relocation and re-occupancy for each revitalization project

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priority transfer. If no family is identified on the priority list, the vacant unit will be offered to the first family on the subsequent transfer list, in the following order: Administrative Relocations, Administrative Overhoused, and Resident-Requested Non-priorities **as deemed appropriate**.

When necessary and without notice, SFHA reserves the right to offer units to Administrative transfers **before** offering units to families on the priority transfer lists.

All transfer lists shall be maintained on the basis for each bedroom size, as stated in Section IV above.

D. Refusal of Transfer Offer

All families will be offered the first available and suitable dwelling for transfer, except in the case of a HOPE VI relocation. Families will not be offered a transfer close to or within their development in cases where the transfer is in response to a life-threatening situation such as domestic violence, witness protection, or where other similar threats exist.

Families have the right to refuse an offer if they are able to document *good cause* for refusal of the unit. Examples of good cause include, but are not limited to:

1. The unit is not of appropriate size or type.
2. Inaccessibility to the source of employment, education, or job training that would require an adult household member to quit a job, drop out of an educational institution, or a job training program. The tenant must document this refusal with a letter from the employer, school, or job training center stating that the new unit would prohibit access to the services of that agency.
3. Inaccessibility to a child's day care or educational program that would take the child out of the day care or educational program. The tenant must document this refusal with a letter from the day care center or educational center stating that the new unit would prohibit access to the services of that agency.
4. Presence of lead paint in the unit offered when the applicant has children under the age specified by current law.
5. The family demonstrates to the Authority's satisfaction that accepting the offer will place a family member's life, health, or safety in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, risk assessments related to witness protection from a law enforcement agency, or a threat assessment that verifies danger from a criminal activity.
6. The unit is inappropriate for the applicant's disabilities (documented by a certified health professional), or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.

Good cause must be sufficiently documented. All documentation of a good cause for refusal of an offer must be provided to the Eligibility Department. Failure to provide good cause will be handled as follows:

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- For priority transfers, any resident who refuses an offer of transfer housing without good cause (as defined above) will be removed from the transfer waiting list and may not apply for another transfer for at least twelve (12) months from the date of the transfer offer.
- For administrative transfers, any resident who refuses an offer of transfer housing and the refusal does not meet the definition of good cause, SFHA will issue a 30-day notice of lease termination.
- For resident-requested non-priority transfers, any resident who refuses an offer of transfer housing without good cause will be removed from the transfer waiting list and may not apply for another transfer for at least twelve (12) months from the date of the transfer offer.

E. Processing Transfers

Transfers will be process as follows:

1. Transfers will not affect the effective date of an annual recertification.
2. There will be no lapsed time between move-out and move-in. Effective dates must not overlap nor will both projects carry the resident on their books at the same time.
 - a) The losing property manager shall check the old unit after 48 hours. If the unit appears to be abandoned, SFHA will follow State or local laws regarding posting notice and storage.
 - b) If the keys to the old unit are not received within two days, the resident will be contracted for additional charges.
 - c) The gaining property manager shall **fax** a copy of the executed lease to the losing property manager on the date the lease is executed.
 - d) The losing property manager will accumulate rental charges beginning two days from the date of the move from the losing development.
3. SFHA will not require a new security deposit for families transferring within SFHA public housing. Security deposits will always be transferred from the losing development to the gaining development.
4. The resident will be billed for any charges that occur as a result of the resident moving out of the unit. The resident is also responsible for paying any maintenance charges due to SFHA.

F. Security Deposits

1. The SFHA will not require a new security deposit for families transferring within SFHA public housing.

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2. Security deposits will always be transferred from the losing development to the gaining development.
3. The resident will be billed for any charges that occur as a result of the resident moving out of the unit. The tenant is responsible for paying any maintenance charges due the SFHA.

G. Witness Protection Program

1. Purpose of the program
 - a) The purpose of this program is to assist law enforcement agencies in providing for the safety and security of public housing residents who are formally cooperating with such agencies on criminal investigations or prosecutions. Through this program, the San Francisco Housing Authority will use whatever housing resources are available to relocate cooperating residents to safe housing as quickly as possible.
 - b) Nothing in this program shall require the San Francisco Housing Authority to transfer or assign a resident in violation of any federal, state, or local law, or in contravention of any policy or regulation of HUD.
2. Definitions
 - a) Resident: Any person identified as a resident or co-resident on a dwelling lease with the San Francisco Housing Authority, or with any landlord operating within any Section 8 program sponsored by the San Francisco Housing Authority, or any family member or member of the household of such a person, provided that their name also appears on the dwelling lease.
 - b) Participating law enforcement agency: Any law enforcement agency with which the San Francisco Housing Authority has entered into a Memorandum of Understanding regarding witness protection and relocation. Such agencies may include, but are not limited to, the San Francisco Police Department, the San Francisco District Attorney's office, The Federal Bureau of Investigation, the U.S. Attorney, the U.S. Department of Justice, or the California State Department of Justice.
 - c) Witness protection program: Any formal program maintained by a participating law enforcement agency requiring application by and acceptance of a person assisting, cooperating with, participating with, or testifying for said agency. If no such formal program currently exists, the participating agency may use any established set of requirements or qualifications agreed to by the San Francisco Housing Authority in lieu of such a program, provided that the requirements or qualifications are included in the Memorandum of Understanding.
 - d) Agency liaison: Officer or administrator designated by the participating law enforcement agency in the Memorandum of Understanding, or his or her designee, so long as this subsequent designation is in writing, and subject to verification.

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- e) Authority liaison: The Executive Director, Chief of Staff/Operations, or Director of Conventional Housing for the San Francisco Housing Authority, or his or her designee, so long as this designation is in writing and subject to verification.
 - f) HUD liaison: Official or administrator designated by HUD to assist with this program.
3. Request for transfer or assignment
- a) A request for transfer or assignment may be made by a participating law enforcement agency to the San Francisco Housing Authority in writing on behalf of any resident of the San Francisco Housing Authority accepted into a witness protection program.
 - b) In cases of emergencies, an oral request for transfer or assignment may be made, provided that the request is made directly by the agency liaison to the authority liaison, and confirmed by written request within 48 hours.
 - c) The San Francisco Housing Authority may process a request for transfer or assignment for a resident who has only provisionally been accepted into a witness protection program, provided that his or her acceptance is effective at the time of transfer or assignment. Under no circumstances will a transfer or assignment under this program be given to a resident who has not been accepted into a witness protection program.
4. Decision on request for transfer or assignment:
- a) The San Francisco Housing Authority will have two business days from the time of the initial request for transfer or assignment to verify the resident's status in San Francisco Housing Authority housing, and to confirm the resident's eligibility for transfer or assignment. If no confirmation is transmitted to the participating law enforcement agency within two business days, it will be presumed that the request has been granted.
 - b) If the San Francisco Housing Authority determines that the requesting resident is not eligible under the terms of this program and the Memorandum of Understanding, this determination shall be transmitted to the agency liaison in writing.
 - c) Any arrears in rent or damage to the unit occupied by the resident shall be settled or provided for by agreement between the participating law enforcement agency, the resident, and the San Francisco Housing Authority prior to transfer or assignment.
 - d) Costs and expenses for moving and relocation shall be determined by agreement between the resident, the participating law enforcement agency, and the San Francisco Housing Authority.

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5. Selection of public housing alternatives:
- a) A transfer or assignment approved under this program shall be given the highest priority among waiting list participants.
 - b) The San Francisco Housing Authority shall consider available housing alternatives for the resident, from available housing resources including, but not limited to:
 - (1) Transfer or assignment to conventional housing within San Francisco housing Authority property.
 - (2) Section 8 certificates made available for this specific program
 - (3) Any certificates or vouchers specifically provided by HUD for this particular program.
 - (4) Other housing alternatives as may be available to the San Francisco Housing Authority.
 - c) The SFHA will first seek to transfer the resident to an appropriate public housing unit. If an appropriate public housing unit is not available, or is not anticipated to become available, within 30 days from the date of the transfer request, the SFHA will **may** offer a Section 8 voucher as the next option **(if Section 8 Vouchers are available)**. If the resident so chooses, the household may wait for an appropriate public housing unit to become available.
 - d) The San Francisco Housing Authority will rely upon the assistance of HUD, through the HUD liaison, to secure the cooperation of other housing authorities and the federal government in providing as full a range of housing alternatives as possible. This shall include, when possible, additional certificates and vouchers from HUD for specific use in this program.
 - e) The San Francisco Housing Authority shall also have a special listing of housing alternatives, which can be made available on a short-term basis, including motels or hotels, or other housing arranged for on an emergency basis. Expenses and costs for such short-term housing shall be determined by agreement between the resident, the participating law enforcement agency, and the San Francisco Housing Authority.

H. Confidentiality, Administration and Record keeping

- 1. All information regarding transfers or assignments under this program shall be kept strictly confidential by the San Francisco Housing Authority. Records under this program will be kept separate from the general records of the San Francisco Housing Authority to the maximum extent possible.
- 2. Any disputes or conflicts under this program shall be considered and resolved by the agency liaison, the Authority liaison, and the HUD liaison.

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3. To the extent possible and subject to any rights of return, SFHA will allow residents in good standing to choose the development to which to transfer when implementing Administrative Transfers for redevelopment or rehabilitation units. The conditions for good standing are: no repayment agreement or unpaid balance at any time in the past year; good credit history with utility companies (when applicable); no criminal activity or history of disturbances that resulted in lease violations or violations as defined in SFHA's *One Strike Policy* (Appendix B) as indicated by notices of lease violation in the resident's file; and a good housekeeping record, as indicated by housekeeping inspection reports in the notice 30 calendar days in advance of the transfer date.

IX. Annual Recertification, Interim Recertification, and Continued Occupancy

A. Recertification Purpose

1. All households will be recertified every year upon the anniversary of their original move-in date. The first annual recertification will be conducted within twelve (12) months of the original move-in date. For example, if a family moves in to the unit on July 7, the annual recertification effective date is July 1 of the following year.

The purpose of this annual recertification is to update family income information and family composition, to make any necessary changes to the rent, to verify eligibility for continued occupancy, and to renew the SFHA *Residential Lease Agreement and Contract*. [24 CFR 960.209 (a)] Residents will be notified in advance regarding the date of the recertification. At that time, SFHA will advise households of any documents needed for the recertification.

2. The annual recertification process will begin ninety (90) days prior to the recertification effective date.

B. Recertification Procedures

1. At the time of re-examination, the head and any co-head of the household are required to complete the recertification process as required by HUD.
2. Everyone in the household, aged 18 and older is required to sign the lease and all other required forms.
3. Employment, income, allowances, Social Security numbers, and such other data as is deemed necessary (including income that has been disregarded according to SFHA policy) will be verified and all verified findings will be documented and filed in the resident's folder. [24 CFR 960.257]
4. Verified information will be analyzed and a determination made with respect to:
 - a) Family composition: eligibility of the resident as a family or as the remaining member of a family;

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- b) Unit size required for the family;
 - c) Rent the family will pay; and
 - d) Need to transfer the family to a smaller or larger unit, or a unit with accessible features.
5. Income shall be computed in accordance with the definitions and procedures set forth in Section XI of this policy. [24 CFR 5.609]
 6. If a family does not show for the first recertification appointment, a letter will be sent rescheduling the appointment. If the rescheduled appointment is not convenient for a compelling reason, the family has three (3) days to notify the property office of a need to reschedule the appointment.
 7. Families that fail to show to the second recertification appointment or who fail to respond to a notice of a recertification will be sent a notice of lease violation. Failure to respond to the notice of lease violation will result in termination of the lease. [24 CFR 86.124(c)]

C. Eligibility for Continued Occupancy

1. Households that meet the following criteria will be eligible for continued occupancy:
 - a) Qualify as a family as defined in Section XII of this policy.
 - b) Are in full compliance with the resident obligations and responsibilities as described in the *Residential Lease Agreement and Contract* (Appendix D).
 - c) All family members, age 6 and older, each have Social Security numbers or have certifications on file indicating they have no Social Security number.
 - d) All members receiving housing assistance are citizens or have eligible immigration status or a mixed family (having at least one family member that has citizenship or eligible immigration status). Every member of a resident family has submitted either a signed declaration of citizenship or evidence eligible immigration status as required by or a certification of non-contending status. [24 CFR 912.6]

D. Action Following Recertification

1. If there is any change in rent, a new *Residential Lease Agreement and Contract* will be executed and a "Notice of Rent Adjustment" will be issued. [24 CFR 966.4 (c) & (o)]
2. If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described in Section V of this policy and moved to an appropriate unit when one becomes available. [24 CFR 966.4 (c)(3)]

E. Interim Recertifications

1. Between annual recertifications, residents must report changes in income to the housing manager within 10 calendar days of the occurrence as described in the lease agreement.

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2. SFHA will conduct an interim recertification for decreases in rent when the household experiences a decrease in income or an increase in allowances or deductions.
3. SFHA does not conduct interim recertifications for increases in rent unless:
 - a) the family composition changes; or
 - b) the income disallowance period has ended; or
 - c) the family is paying minimum TTP (or minimum rent is exempted due to hardship) and the has an increase in income. Income of families reporting zero income, or families who have had the minimum rent exempted due to hardship, will be reviewed every 90 days.
4. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of the circumstances of their employment, including start and ending dates.
5. Residents in job training programs, or who are employed as a result of job training, may be eligible for an income disregard.
6. SFHA may process an interim adjustment in rent if at an annual or interim recertification a resident misrepresents the facts upon which the rent is based.
7. Complete justification and verification of the circumstances applicable to rent adjustments must be documented by the resident and approved by the Executive Director or his/her designee. [24 CFR 960.206]

F. Notice of Rent Adjustment

Residents will be sent a "Notice of Rent Adjustment" 30 days prior to any increase in rent. This notice will list the current rent, the new rent, and the effective date of the rent adjustment. Rent may be adjusted as a result of an annual recertification, an interim recertification, or when a change in policies affects the rent calculation (i.e. annual update of ceiling rent).

G. Failure to Report Accurate Information

If the Authority discovers that a resident has misrepresented or failed to report to Management the facts upon which his/her rent is based so that the rent being paid is less than what should have been charged, then the increase in rent will be made retroactive to the first of the month following the month in which the misrepresentation occurred. Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with SFHA's dwelling lease [24 CFR 966.4 (c)(2)].

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H. Remaining Family Members and Prior Debt

1. If the head of household moves out of a leased unit and the family members want to continue occupancy of that unit (or another SFHA unit of the appropriate bedroom size), the remaining family members must identify a new head of household who will be subject to suitability and eligibility requirements. Once approved by the Eligibility Department and any outstanding debt is paid, the new head of household will sign a SFHA residential lease.
2. If all adults abandon the unit or die and the only household members remaining in the unit are minors they may maintain the unit only if:
 - a) The SFHA will accept the court-appointed guardian to assume the lease provided that all eligibility and suitability criteria are met.
 - b) The court-declared emancipated minor meets all the eligibility and suitability criteria
3. Family Re-unification – a former resident whom the courts want reunited w/ his/her children
4. Any outstanding debt owed to the Authority by the former head of household will be addressed as follows:
 - a) If the debt cannot be collected from the former head of household (death, incarceration, hospitalization), as a party to the lease, remaining adult family members 18 years of age or older will be responsible for arrearages incurred by the former head of house.
 - b) The SFHA will not hold remaining family members responsible for any portion of the arrearage incurred prior to the remaining member attaining age 18. Example: the new head of house and only adult member of household recently turned 18 years. The new head of house is not responsible for the portion of the debt owed prior to his/her 18th birthday.
 - c) Remaining family members under age 18 shall not be held responsible for the rent arrearages incurred by the former head of household.
 - d) Except as required above, a new head of household added to the Lease will not be charged for any arrearage incurred by the former head of household.
 - e) If the Lease held by the new head of the household is an extension of occupancy under a prior lease(s) with the SFHA, any amounts due under the prior lease(s) may be charged and collected as if the amounts were incurred under the current lease (debt follows the head of the household).
 - f) When disputes arise between a resident and the Authority concerning an action taken by the Authority to collect a prior debt as outlined in this paragraph, residents will have the opportunity to resolve this dispute through a grievance hearing according to the SFHA's *Resident Grievance Procedures*. [24 CFR 966.50]
5. Any outstanding credit due to the resident will be addressed as follows:

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- a) A credit balance that is equal to, or less than, twelve months rent (based on the current monthly rent amount) will be carried as a balance on the resident's account until the credit is exhausted.
- b) If the credit balance that is more than twelve months rent (based on the current monthly rent amount), the resident will be paid a refund for the amount exceeding 12 months rent. The amount equal to 12 months rent will be carried as a balance on the resident's account until the credit is exhausted.
- c) If the tenant vacates the unit with a credit balance, the SFHA will refund the entire balance, less any charges for damages to the unit by the resident that exceed normal wear and tear, within 30 days of the vacate.

I. Temporarily and Permanently Absent Family Members

- 1. If any family member is gone, or expected to be gone, longer than 15 days, the family must notify property manager.
- 2. Family member who is absent more than a total of 90 days in any one-year period shall be considered permanently absent. Reasonable accommodation for serious medical reasons will be considered.
- 3. If an entire family that is listed on the lease is absent more than a total of 90 days in any one-year period, the unit will not be considered the family's primary residence. This is a material violation of the lease and they will be subject to the lease termination process.

J. Lease Revision and Modification

- 1. The SFHA may revise or modify the lease at any time during the lease term:
 - a) So long as the SFHA follows the requirements of notice to tenants and resident organization; and
 - b) Considers their comments before adopting any new lease form..
- 2. Lease amendments must be accepted by households or the SFHA can terminate the lease if:
 - a) Tenant refuses to accept a revision to the lease after being given at least 60 days notice of its proposed effect; and
 - b) If the tenant is allowed reasonable time to respond to the offer.

K. Unit Inspections

- 1. Each year, the SFHA shall schedule and perform a physical inspection of each dwelling unit. The purpose of the inspection is to assess its physical condition and to perform preventive maintenance work, as warranted. Such repairs made on a timely basis will alleviate more extensive work necessitated by deferred maintenance. Damages found during the inspection which were caused by negligent actions of the family or its guest(s), shall be charged to the family based on the latest Resident Maintenance Charge List. No charge shall be made if the repair was precipitated by:

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- a) Normal wear and tear, or
 - b) A verifiable act of God
2. The Property Manager shall conduct a Housekeeping inspection once a year. Residents who are in violation of housekeeping standards will be required to correct the deficiency. The Housekeeping standards shall include, but not be limited to:
- a) conditions in the living room, kitchen, bathroom, and bedrooms;
 - b) conditions of entryways, halls, and yards;
 - c) cleanliness of all areas;
 - d) general care of furniture, windows, doors, and cabinets;
 - e) evidence of destruction of SFHA property;
 - f) unauthorized occupants;
 - g) evidence of criminal activity;
 - h) conditions inconsistent with move-in inspection.

Failure to correct the deficiency will result in termination of the Lease.

L. Additions to the Household and Visitors

- 1. Only those persons listed on the most recent lease or certification form shall be permitted to occupy a dwelling unit. [24 CFR 960.209 (b) and 966.4 9 (a) (2)] Except for births to or adoptions by family members, any family seeking to add a new member must request approval in writing prior to the new member occupying the unit. [24 CFR 966.4 (f)(3) & (c)(2)] SFHA will not unreasonably withhold such approval.
- 2. Following the receipt of a family's request for approval to add a new person to the lease, SFHA will conduct a pre-admission screening of the proposed new member. The results of screening shall be used to determine whether the SFHA will approve the admission of the new member
- 3. In accordance with state law, certain criminal or arrest information for household members under the age of 18 years is not available (exception: emancipated minor). This does not preclude SFHA from using such information when a household member under the age of 18 years is being prosecuted as an adult under the law. This provision is subject to change, should the State or City modify its laws concerning the availability of police or court records for juvenile offenders.
- 4. Examples of situations when an additional family member is added to the household:
 - a) Resident requests to add a new spouse or co-head to the lease.
 - b) Resident requests to take in a long-term placement foster child(ren); however, a transfer to a larger bedroom size will not be granted in this case.
 - c) Resident requests to employ a live-in aide. Definition of a live-in aide: Someone who lives with an elderly, near-elderly, or disabled person who:

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- (1) Is determined by the PHA to be essential to the care and well-being of the person(s),
- (2) Is not obligated for support of the person(s), and
- (3) Would not otherwise be living in the unit. Live-in aide must be certified by a knowledgeable, licensed professional

A transfer to a larger bedroom size will not be granted in this case unless the addition of a live-in aide causes the family to be under-housed according to the SFHA occupancy standards.

- d) Resident requests to add an adult family member (over 18) when the adult family member meets the HUD definition of disability and is medically dependent on the head of household or spouse or if an adult family member is added to assist the head of household or spouse because s/he is medically dependent on the adult family member.
 - e) ~~Except for paragraphs e) or d) above, an adult family member who was previously on the family's lease will not be re-added to the lease.~~
 - f) e) An adult assumes responsibility as the head of house for a family, whose remaining family member(s) is under 18 (and is not an emancipated minor(s)).
5. Residents who fail to notify SFHA of additions to the household or who permit persons to join the household without undergoing screening are in violation of the lease. Such persons will be considered unauthorized occupants by SFHA and the entire household will be subject to retroactive rent charges or eviction. [24 CFR 966.4 (f)(3)]
 6. If a guest or family member stays with a resident household longer than 14 consecutive days, management must be notified. . Violation of this provision is grounds for termination of the lease.
 7. Residents are not permitted to allow roomers and lodgers to occupy a dwelling unit. Violation of this provision is grounds for termination of the lease. [24 CFR 966.4 (f) (2)]
 8. Residents shall not allow a former resident of SFHA who has been evicted for serious violation of a material term of the lease to occupy the unit for any period of time. Violation of this requirement is grounds for termination of the lease.
 9. Family members who move from the dwelling unit shall be removed from the lease. [24 CFR 966.4 (f)(3)] The resident has the responsibility to report the move-out within 10 calendar days of its occurrence.
 10. Any additions to the unit shall not cause overcrowding. Medical hardship, or other extenuating circumstances shall be considered by SFHA in making determinations under this paragraph.
 11. Trespassing policy – Pursuant to San Francisco Police Code, Article 1 Public Nuisances Sec. 25. Remaining Upon Private Or Business Property After Being Requested To Leave:
 - a) No person shall willfully remain upon any private property or business premises after

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being notified by the owner, lessee, or other person in charge thereof to leave.

- b) No person, without permission, expressed or implied, of the owner, lessee, or other person in charge of private property or business premises shall enter upon such private property or business premises after having been notified by the owner, lessee, or other person in charge thereof to keep off or to keep away therefrom.
- c) **Notice.** Such notification referred to in subparagraphs (a) and (b) above may be oral or in the form of a written notice, posted in a conspicuous place, describing the specific area and hours in which persons are to keep off or to keep away.

M. Household Splits

In the event of a household break up (due to domestic violence, divorce, legal separation, etc.), the SFHA will determine which of the remaining household members will retain the rights to the leased unit. The SFHA determination will be made based on the following priorities:

1. Mutual agreement of the family members. All adult family members must submit and sign a statement of mutual agreement stipulating the household members who will retain the rights to the unit.
2. Court stipulated agreement. A copy of the court ordered stipulated agreement must be submitted to the property office declaring which household members will retain the rights to the unit.
3. Domestic violence. In any instance where the head of household is removed from the unit by a restraining order or stay away order, the property office will make no permanent determination until a final court document is submitted to the property office awarding the remaining household members the rights to the unit. The survivor of the domestic violence is responsible for working with the police department to enforce any restraining order or stay away orders.

In all instances, the household must notify the property office, in writing, within 10 days of the action causing the household split and request a determination of the assignment of the unit. In no case will the SFHA provide an additional unit to the household member(s) who are removed from the original household unit. The household members who are removed from the original household unit may apply for assistance on a separate application and may be entitled to full preferences, as applicable.

X. LEASE TERMINATION PROCEDURES

The San Francisco Housing Authority will process lease terminations in accordance with applicable HUD regulations and Section 14 of the *Residential Lease Agreement and Contract*. [24 CFR 966.4 (1)(2)]

A. Record Keeping Requirements

A written record of every termination and/or eviction shall be maintained by SFHA, and shall contain the following information:

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1. Name of resident, number and identification of unit occupied;
2. Date of the Notice of Lease Termination and any other notices required by State or local law; these notices may be on the same form and will run concurrently;
3. Specific reason(s) for the Notices, the section of the lease violated, and other facts pertinent to the issuing of the Notices described in detail;
4. Date and method of notifying resident; and
5. Previous notices warning residents of actions or behavioral problems that rise to the level of a lease violation. A summary of any conference held with the resident, including dates, names of conference participants, and conclusions shall also be included.
6. Copies of notices, forms, or reports documenting resident actions or behavioral problems that may singularly or cumulatively lead to a determination of lease violation(s). (Examples: Requests for Termination, 14-day Notices HQS Inspection Forms, etc.)

B. Lease Requirements

1. Tenant Obligations
 - a) The lease must provide that the tenant shall be obligated:
 - (1) To assure that no tenant, member of the tenant's household, or guest engages in:
 - i. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents
 - ii. Any drug-related criminal activity on or off the premises.
 - (2) To assure that no other person under the tenant's control engages in:
 - i. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents;
 - ii. Any drug-related criminal activity on the premises.
 - (3) To assure that no member of the household engages in abuse or pattern of abuse of alcohol that affects the health, safety or right to peaceful enjoyment of the premises by other residents.

C. Termination of Tenancy and Eviction

1. The SFHA may terminate the tenancy only for serious or repeated violation of material terms of the lease, such as the following:
 - a) Failure to make payments due under the lease;
 - b) Failure to fulfill household obligations, as described in the lease;
 - c) Other good cause. Other good cause includes, but is not limited to, the following:
 - (1) Criminal activity or alcohol abuse as defined in the lease;

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- (2) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
 - (3) Violating a condition of probation or parole imposed under Federal or State law;
 - (4) Discovery after admission of facts that made the tenant ineligible;
 - (5) Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income;
 - (6) Failure to accept the SFHA's offer of a lease revision to an existing lease:
 - i. That is on a form adopted by the SFHA in accordance with HUD regulations;
 - ii. With written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and
 - iii. With the offer specifying a reasonable time limit within that period for acceptance by the family.
2. The SFHA shall immediately terminate the tenancy if the SFHA determines that any member of the household has ever been convicted of drug-related criminal activity or manufacture or production of methamphetamine on the premises of federally assisted housing.

D. Lease Termination Notice

1. The PHA must give written notice of lease termination of:
 - a) 14 days in the case of failure to pay rent;
 - b) 3 days in the case of creation or maintenance of a threat to the health or safety of other residents or SFHA employees - grounds for termination under this provision include, but are not limited to, the following:
 - (1) If the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the premises is threatened;
 - (2) If any member of the household has engaged in any drug-related criminal activity or violent criminal activity;
 - (3) If any member of the household has been convicted of a felony;
 - c) 30 days in all other cases. A 30-Day Cure or Quit notice will be served in situations where the lease violation is a "correctable" offense. (Example: housekeeping issues, private lock, unauthorized pet, loud noise, unauthorized vehicle)

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E. Evidence

1. The SFHA may evict the tenant by judicial action for criminal activity, regardless of whether the covered person has been arrested or convicted for such activity, and without satisfying the standard of proof used for a criminal conviction.

F. Notice to the Post Office

When the SFHA evicts an individual or family for criminal activity, including drug-related criminal activity, the SFHA shall notify the local post office serving the dwelling unit that the individual or family is no longer residing in the unit.

G. Consideration of Circumstances

1. In lease termination and eviction for drug and other criminal activity, the SFHA shall determine that the tenant had some degree of knowledge or ability to control the unlawful behavior.
2. Except for conviction for manufacturing or production methamphetamine on the premises of federally assisted housing, the SFHA may consider all circumstances relevant to a particular case such as:
 - a) The seriousness of the offending action;
 - b) The extent of participation by the leaseholder in the offending action;
 - c) The effects that the eviction would have on family members not involved in the offending activity;
 - d) The extent to which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action.
3. The SFHA may require a tenant to exclude a household member in order to continue to reside in the assisted unit where that household member has participated in or been culpable for action or failure to act that warrants termination.
4. If the eviction is related to a domestic violence situation, the SFHA may take these circumstances into consideration when determining whether or not to evict the entire household. If the domestic violence survivor is the remaining household member, s/he may submit proof that the domestic violence perpetrator is no longer in the household, and will not visit or access the public housing development. The SFHA may enter into a stipulated agreement with the remaining household members and allow them to remain in the unit.

H. Consideration of Rehabilitation

1. In determining whether to terminate tenancy for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, the SFHA may consider whether such household member:

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- a) Is participating in or has successfully completing a supervised drug or alcohol rehabilitation program/ or
- b) Has otherwise been rehabilitated successfully.

I. Use of Criminal Record

1. If the SFHA seeks to terminate the tenancy for criminal activity as shown by a criminal record, the SFHA shall:
 - a) Notify the household of the proposed action to be based on the information; and
 - b) Provide the subject of the record and the tenant with a copy of the criminal record before the SFHA grievance hearing or court trial.
 - c) The tenant shall be given an opportunity to dispute the accuracy and relevance of that record in the grievance hearing or court trial.
2. The SFHA shall not pass along to the tenant the costs of a criminal record check.
3. To obtain criminal records from a law enforcement agency, the SFHA may require that every applicant age 18 and older, and head of house and spouse regardless of age, submit a signed consent form.
4. The SFHA shall disclose the criminal records that it receives from a law enforcement agency only to:
 - a) Officers or employees of the SFHA;
 - b) Authorized representatives of the SFHA with a job-related need to access the information (for example, a SFHA hearing officer).
5. If the SFHA's decision to evict a tenant is based on criminal record information from a State or local agency, the SFHA must notify the head of household of the proposed action and:
 - a) Supply the subject of the record and the tenant with a copy of the information; and
 - b) Provide the opportunity for the tenant to dispute the accuracy and relevance of the information. The opportunity shall be presented before the actual eviction action.

J. Records management

1. The SFHA shall maintain a system of record management that criminal records received from a law enforcement agency are:
 - a) Maintained confidentially;
 - b) Not misused or improperly disseminated;
 - c) Destroyed once the purpose for which the record was requested has been accomplished. This includes an expiration period for filing a challenge to SFHA action if the challenge/litigation is not instituted.

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K. Grievance

1. When disputes arise between a resident and the SFHA concerning an action or failure to act in accordance with the Residential Lease Agreement and Contract, residents will have the opportunity to resolve this dispute through a grievance hearing according to the SFHA's *Grievance Procedures*. [24 CFR 966.50]
2. Grievance procedures will not apply to eviction or termination of tenancy cases involving *any activity* that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or SFHA employees; or any drug-related criminal activity on or off SFHA property. [24 CFR 966.51]
3. For the purposes of verifying the conduct of a leaseholder, the SFHA shall maintain on file copies of the following:
 - a) SFHA documentation of recertification(s), HQS Inspection(s), and a Tenant Historical Log;
 - b) Any SFHA Request for Termination, Notice of Lease Termination, 14-day Notice of Eviction, or Tenant Petitions for Grievance Hearing.

XI. UTILITIES

In some of the SFHA's developments, residents pay the cost of utilities directly to the supplier of utilities ("Resident Paid Utilities"). When this is the case, resident rents are reduced by an Allowance for Utilities that is developed by the SFHA in consultation with the utility supplier and reviewed by HUD. [24 CFR 965 & 966.4 (b)(2)]

A. Resident-Paid Utilities

The following requirements apply to residents living in developments with resident-paid utilities or applicants being admitted to such developments:

1. Paying the utility bill is the resident's obligation under the Authority's lease. Failure to pay utilities is grounds for eviction.
2. When a resident submits an application for utility service in his/her own name, the resident must sign a third-party notification agreement so that the SFHA will be notified if the resident fails to pay the utility bill.
3. In developments with resident-paid utilities, residents with Total Tenant Payments that are less than the applicable utility allowance for the unit will be entitled to have a utility reimbursement paid by the SFHA. Utility reimbursements are equal to the difference between the TTP and the Allowance for Utilities. The utility reimbursement payment shall be paid to the tenant.

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B. Excess Utility Charges

The Authority has an established allowance (usage) schedule for units where SFHA pays the utilities. If Resident usage exceeds this allowance, a charge shall be applied as specified in Section 2 of the *Residential Lease Agreement and Contract*. Residents who own and operate large appliances such as air conditioners or chest freezers may exceed the SFHA utility allowance for their unit and are responsible for any additional utility cost [24 CFR 966.4 (b)(2)].

XII. RESIDENT CHOICE OF RENT PAYMENT

All resident households in San Francisco Housing Authority public housing units, shall pay as monthly rent either an income-based rent or a flat rent. The Authority shall provide to each family residing in a public housing dwelling unit the opportunity to elect annually whether the rent paid by such family shall be the income-based or the flat rent. The Authority may not at any annual recertification fail to provide both such rent options to any household residing in a Low-Income public housing unit. [QHWRA; Section 523; (A)(i)].

A. Flat Rents

1. The SFHA will establish flat rents for each public housing dwelling unit, beginning 10/01/02 (*See Appendix F*). The flat rent for a unit is based on the rental value of the unit, and is designed so that the rent does not create a disincentive for continued residency in public housing by families who are attempting to become economically self-sufficient. Flat rents for public housing units will be based on the unit location, quality, type, size, and age of the unit, as well as any amenities, housing services, maintenance, and utilities provided by SFHA. Flat rents will be calculated according to reasonable market values as determined by a Rent Reasonableness study conducted by the SFHA no more than once every five years. The results of the study will be included in each Five-Year Plan.
2. The Authority adopts a two-tiered flat rent schedule.
 - a) For newly constructed units, replacement housing, and completely rehabbed units finished after October 1,1999, the flat rents will be set at the maximum rents determined by the California Low Income Tax Credit Program (“LIHTC”) as indicated in SFHA Board Resolution 4826, which adopted flat rents for Bernal dwellings. The Authority will review the flat rent schedule annually to ensure its appropriateness. Flat rents will be adjusted to reflect the most recent Tax Credit rents as published by the California Low Income Tax Credit Program. (*See Appendix F*)
 - b) *Effective* 10/01/02, the Authority will *adopt* flat rents, based on a reasonable market value for those units. [24 CFR 5.603, 5.614; QHWRA; Section 523] (*See Appendix F*)
3. The Authority shall immediately provide for a family to switch to an income based rent instead of a flat rent amount upon the determination that the family is unable to pay the flat rent amount because of financial hardship, including:

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- 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; and
 - c) Such other situations as may be determined by the Authority. [QHWRA; Section 523; C]
4. For families electing the flat rent payment amount, the Authority shall review the income of such families not less than once every three (3) years. Families choosing to pay the income-based rent shall continue to have a re-examination of income once every twelve (12) months. [QHWRA, Section 523, E]

B. Income-Based Rent

1. At the time of admission or the reexamination, all families shall be charged the greater of:
 - a) Thirty percent (30%) of the monthly adjusted income; or
 - b) Ten percent (10%) of the unadjusted monthly income.
 - c) The SFHA's minimum rent
2. All families shall be afforded the resident choice of rent payment and can choose to pay the income-based rent or the established flat rent. [QHWRA; Section 523]

C. Minimum Rent

1. The San Francisco Housing Authority has established \$25.00 as its minimum rent if the SFHA's minimum rent is the amount calculated for TTP (see above).
2. Exemption of payment of minimum Rent
 - a) The Authority is required to grant an exemption from payment of minimum rent if the family is unable to pay the minimum rent because of financial hardship. Financial hardship includes the following:
 - (1) When 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 a non-citizen 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 Act of 1996;
 - (2) When the family income decreases because of changed circumstances, including loss of employment.
 - (3) When the family would be evicted because it is unable to pay the minimum rent;
 - (4) When a death has occurred in the family; and

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- (5) Other circumstances as determined by the SFHA or HUD
- b) Hardship exemption process
 - (1) The family must notify the property office in writing within 10 days of the event that caused the hardship.
 - (2) If a family requests a financial hardship exemption, the SFHA shall immediately suspend the minimum rent requirement beginning the month following the family's request for a hardship exemption, and continuing until the SFHA determines whether there is a qualifying financial hardship and whether it is temporary or long term.
 - (3) SFHA shall promptly determine whether a qualifying hardship exists and whether it is temporary or long term.
 - (4) The SFHA shall not evict the family for nonpayment of minimum rent during the 90-day period beginning the month following the family's request for a hardship exemption.
 - (5) If the SFHA determines that the hardship does not meet HUD's definition, the SFHA shall reinstate the minimum rent from the beginning of the suspension of the minimum rent.
 - (6) If the SFHA determines that a qualifying financial hardship is temporary (expected to last less than 90 days), the SFHA shall reinstate the minimum rent from the beginning of the suspension. The SFHA shall offer the family a reasonable repayment agreement, on terms and conditions established by the SFHA, for the amount of back minimum rent owed by the family.
 - (7) If the SFHA determines that a qualifying financial hardship is long term, the SFHA shall exempt, retroactively to the date of the family's request for a minimum rent exemption, the family from the payment of the minimum rent until the hardship no longer exists.

XIII. DEFINITIONS AND PROCEDURES TO BE USED IN DETERMINING INCOME AND RENT

A. Annual Income [24 CFR 5.609]

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member age 18 years or older including all net income from assets for the 12-month period following the effective date of initial determination or re-examination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below or is specifically excluded from income by another federal statute. Annual income includes but is not limited to:

- 1. The full amount before any payroll deductions of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

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2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered as income when used to reimburse the family for cash or assets invested in the business;
3. 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 the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property. 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;
4. 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. Except delayed or deferred periodic payment of social security or supplemental security income benefits;
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (See Paragraph B.3 of this section concerning treatment of lump-sum additions as family assets);
6. All welfare assistance payments received by or on behalf of any family member.
7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash contributions or gifts received from persons not residing in the dwelling; and
8. All regular pay, special pay (not including pay for exposure to hostile fire), and allowances of a family member in the Armed Forces.

B. Items not included in Annual Income [24 CFR 5. 609]

Annual Income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);
3. Lump sum or delayed 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 property losses; (but see paragraphs A.4 and A.5 above if the payments are or will be periodic in nature);

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4. Amounts received by the family, which are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide, provided the person meets the definition of a live-in aide (See Section XII of this policy);
6. The full amount of student financial assistance paid directly to the student or the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to attain Self-Sufficiency (PASS);
9. Amounts received by a participant in other publicly assisted programs which are specifically for, or in reimbursement of, out-of-pocket expenses incurred (i.e. special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
10. *A resident services stipend.* A resident services stipend is a modest amount (not to exceed \$200/month *per person*) received by a SFHA resident for performing a service for the SFHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident-initiatives coordination. No resident may receive more than one such stipend *at a time*;
11. Temporary, non-recurring, or sporadic income (including gifts);
12. For all initial determinations and reexamination of income on or after 23 April 1993, reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
13. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
14. Adoption assistance payments in excess of \$480 per adopted child;
15. The earnings approved for an exclusion of income under the U.S. Housing Act of 1937 [CFR 960.255]
 - a) The earned income disallowance is exclusion from annual income.
 - b) A qualified family is a family residing in public housing:
 - (1) Whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to unemployment;

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- i. “Previously unemployed” includes a person who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.
 - (2) Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program (the training program must have a specific start and end date, otherwise the SFHA will recognize a two-year training period); or
 - (3) Whose annual income increases, as a result of new employment or increased earnings of a family member, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families (TANF and Welfare-to-Work (WTW) programs). The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least \$500. The \$500 threshold is not applicable if the family is receiving regular TANF income maintenance (cash grant).
 - c) Disallowance of increase in annual income
 - (1) Initial twelve-month exclusion. During the cumulative twelve month period beginning on the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the SFHA shall exclude from annual income any increase in income of the family member as a result of employment over the prior income of that family member.
 - i. The effective date of the disallowance begins on the first of the month following qualifying employment.
 - (2) Second twelve-month exclusion. During the second cumulative twelve month period after the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the SFHA shall exclude from annual income fifty percent of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment.
 - (3) Maximum four-year disallowance. The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for a maximum of twelve months of the initial “full” exclusion, and a maximum of twelve months of the second “phase-in” exclusion.
16. Lump sum payments of supplemental security income and social security benefits representing delayed periodic
17. 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;

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18. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
19. 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 the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary). The following is a list of benefits excluded by other Federal Statute as of April 30, 2001. [**Federal Register, Vol. 66, #77**]:
 - a) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977. [**7USC 2017 (h)**]
 - b) Payments to volunteers under the Domestic Volunteer Service Act of 1973. [**42 USC 5044 (g), 5088**] Examples of programs under this Act include but are not limited to:
 - (1) Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
 - (2) National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
 - (3) Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE);
 - c) Payments received under the Alaska Native Claims Settlement Act [**43 USC 1626 (a)**];
 - d) Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes [**25 USC 459e**];
 - e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program [**42 USC 8624 (f)**];
 - f) Payments received under programs funded in whole or in part under the Job Training Partnership Act [**29 USC. 1552 (b)**];
 - g) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians [**Pub. L. 94-540, 90 State 2503-04**];
 - h) The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims [**25 USC. 1407-08**], or from funds held in trust for an Indian Tribe by the Secretary of Interior [**25 SC. 117b, 1407**];
 - i) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. [**20 USC 1087 uu**] Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships;

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- j) Payments received from programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)]. Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb;
- k) Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the *In Re Orange* product liability litigation, M.D.L. No 381 (E.D.N.Y.);
- l) Payments received under the Maine Indian Claims Settlement Act of 1980 [Pub. L. 96-420, 94 Stat. 1785];
- m) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 [42 USC. 9858q]; and
- n) Earned income tax credit refund payments received on or after January 1, 1991 [26 USC. 32 (j)].

C. Anticipating Annual Income [24 CFR 5.609]

If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period or historical income data to project income. (This method would be used for teachers who are only paid for 9 months or for tenants receiving unemployment compensation.)

D. Income of Temporarily or Permanently Absent Family Members

- 1. PHAs must include all income of every family member who is on the lease including those who are temporarily absent.
- 2. In addition, the PHA must include the income of the spouse of the head of household if that person is temporarily absent, such as away at college or in the armed forces.
- 3. The income of permanently absent family members is not counted. The permanently absent family member must be removed from the Lease.
- 4. The income of an adult child is not usually included unless the adult child is on the lease. It may then be included under some circumstances.

E. Adjusted Income [24 CFR 5.611]

Adjusted Income (the income upon which rent is based) means Annual Income less the following deductions and exemptions.

- 1. For all families

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- a) Child Care Expenses — A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed. BUT ONLY when such care is necessary to enable a family member to be gainfully employed, actively seek employment, or to further his/her education. Amounts deducted must be non-reimbursed expenses and shall not exceed:
 - (1) The amount of income earned by the family member released to work; or
 - (2) An amount determined to be reasonable by SFHA when the expense is incurred to permit education.
 - b) Dependent deduction — An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.
 - c) Disability expenses — a deduction of non-reimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.
 - (1) Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually disabled, and equipment added to cars and vans to permit their use by the disabled family member.
 - (2) For non-elderly families and elderly families without medical expenses: the amount of the deduction equals the cost of all non-reimbursed expenses for disabled care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
 - (3) For elderly/disabled families with disability assistance expenses and medical expenses, when the total unreimbursed disability expense is equal to or more than three percent of Annual Income: the amount of the deduction equals the cost of all non-reimbursed expenses for disabled care and equipment less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.
 - (4) For elderly/disabled families with disability assistance expenses and medical expenses, when the total unreimbursed disability expense is less than three percent of Annual Income: the total unreimbursed disability assistance expense is compared to the earnings made possible by the disability assistance expense; the lower of these two figures is then added to the total out-of-pocket medical expense, and then three percent of Annual Income is then subtracted.
2. For elderly and disabled families only:

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- a) Medical Expense Deduction — A deduction of non-reimbursed Medical Expenses, including insurance premiums, anticipated for the period for which Annual Income is computed. Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, insurance premiums (including the cost of Medicare), prescription and non-prescription medicines (non-prescription medicines must be prescribed by a licensed medical professional), transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by SFHA for the purpose of determining a deduction from income the expenses claimed must be verifiable.
 - (1) *For elderly families without disability expenses:* The amount of the deduction shall equal total medical expenses less three percent of annual income.
 - (2) *For elderly families with both disability and medical expenses:* the amount of the deduction is calculated as described in paragraph 1.c) above.
- b) Elderly/disabled household exemption – An exemption of \$400 per household, see Definitions in the next section.

F. Imputed Welfare Income

This applies to “covered families”¹⁵ who reside in public housing. A family’s annual income includes the amount of imputed welfare income¹⁶ (because of a specified welfare benefits reduction), plus the total amount of other annual income as determined in accordance with CFR 5.609.

- 1. Specified welfare benefit reduction is a reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of:
 - a) Fraud by a family member in connection with the welfare program; or
 - b) Because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- 2. Therefore, the SFHA shall not reduce a family’s rent if the welfare assistance was reduced due to:
 - a) Fraud by a family member in connection with the welfare program; or
 - b) Welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

¹⁵ “Covered families” are families who receive welfare assistance under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

¹⁶ “Imputed welfare income” is the amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family’s annual income for purposes of determining rent.

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3. Specified welfare benefit reduction does not include a reduction or termination of welfare benefits by the welfare agency:
 - a) At expiration of a lifetime or other time limit on the payment of welfare benefits;
 - b) Because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
 - c) Because a family member has not complied with other welfare agency requirements.
4. At the request of the SFHA, the welfare agency will inform SFHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform SFHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. SFHA will use this information to determine the amount of imputed welfare income for a family.
 - a). The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed.
 - b) When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
 - c) SFHA shall not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
 - d) If a public housing tenant claims that the SFHA has not correctly calculated the amount of imputed welfare income in accordance with HUD requirements, and if the SFHA denies the family's request to modify such amount, SFHA shall give the tenant written notice of such denial, with a brief explanation of the SFHA determination of the amount of imputed welfare income.
 - e) The SFHA notice shall also state that if the tenant does not agree with the SFHA determination, the tenant may request a grievance hearing in accordance with the *SFHA Grievance Policy*.

G. Computing Total Tenant Payment (TTP) and Rent

1. For all families the total tenant payment shall be the greater of:
 - a) 30% of monthly Adjusted Income;
 - b) 10% of unadjusted monthly Annual Income; or
 - c) (SFHA's minimum rent of \$25)
2. Mixed citizenship families (household contains at least one citizen or eligible immigrant and at least one non-citizen or person with ineligible immigration status) will pay a pro-rated TTP up to the HUD Maximum Rent unless the family chooses to pay flat rent. The SFHA flat rent will be higher than the HUD Maximum Ret. See *Restrictions on Housing Assistance to Non-Citizens Policy* (Appendix A).

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3. The Tenant Rent is equal to the Total Tenant Payment minus the Utility Allowance (if any) applicable to the unit. If the Utility Allowance is greater than the Total Tenant Payment, the resident is entitled to a utility reimbursement equal to the difference between the Utility Allowance and the TTP. The SFHA will pay this amount to the resident.

XIV. DEFINITIONS OF TERMS USED IN THIS STATEMENT OF POLICIES

A. Definitions

1. *Accessible dwelling units* – when used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in [24 CFR 8.32 & 40, the Uniform Federal Accessibility Standards] is “accessible” within the meaning of this paragraph. When an individual dwelling unit in an existing facility is being made accessible for use by a specific individual, the unit will be deemed accessible when it meets the standards that address the impairment of that individual.
2. *Accessible Facility* - means all or any portion of a facility other than an individual dwelling unit used by individuals with physical disabilities [24 CFR 8.3].
3. *Accessible Route* - for persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility [24 CFR 8.3 & 40.3.5].
4. *Adaptability* - the ability to change certain elements in a dwelling unit to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types & degrees of disability [24 CFR 8.3 & 40.3.5].
5. *Admissions Advisory Committee* – a committee formed by a development’s Resident Management Council or Local Advisory Council which assists the Eligibility Department in the admissions process. They may interview and review applicants to SFHA developments but they may not ask questions already posed by the Eligibility Department. The committee shall consist of residents from the development, the development Housing Manager and personnel from the Eligibility Department.
6. *Allocation Plan* - the Plan submitted by the SFHA and approved by HUD under which the SFHA is permitted to designate a building or portion of a building for occupancy by Elderly Families or Disabled Families. [24 CFR 945]
7. *Alteration* - any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, re-roofing, interior decoration or changes to mechanical systems. [24 CFR 8.3 & 8.23 (b)]
8. *Applicant* - a person or a family that has applied for admission to housing.

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9. *Area of Operation* - the jurisdiction of the SFHA as described in State law and the SFHA's Articles of Incorporation.
10. *Assets* - means "cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects." IMPORTANT: See the definition of Net Family Assets, for assets used to compute annual income [24 CFR 5.603].
11. *Auxiliary Aids* - means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities [24 CFR 8.3].
12. *Care attendant* - a person that regularly visits the unit of a SFHA resident to provide supportive or medical services. Care attendants have their own place of residence (and if requested by SFHA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.
13. *Citizen* - a citizen (by birth or naturalization) or national of the United States [24 CFR 5.504].
14. *Co-head of household* - a household where two persons are held responsible and accountable for the family.
15. *Continued Assistance* - a mixed family may receive continued housing assistance (full housing benefits instead of pro-rated rent) if: the head of household or spouse has citizenship or eligible immigration status (as of November 29, 1996), and the family composition consists of: the children of the head of household and/or spouse and the parents of head of household and/or spouse [24 CFR 5.518].
16. *Custodial Parent* – children who are subject to a joint custody agreement, but who live with one parent at least 51% of the time, will be considered as members of that household and that parent will be considered the custodial parent. 51% of the time is defined as 183 days of the year, which do not have to run consecutively.
16. *Dependent* - a member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled or a full-time student [24 CFR 5.603].
17. *Designated Family* - means the category of family for whom SFHA elects to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act [24 CFR 945.105].
18. *Designated Housing* (or designated project) - a project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with a HUD approved allocation plan [24 CFR 945. 105].

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19. *Development, Section 504* - means the whole of one or more residential structures & appurtenant structures, equipment, roads, walks, & parking lots which are covered by a single contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site [24 CFR 8.3].
20. *Disability*:
- a) “Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
 - b) In the case of an individual who has attained the age of 55 and is blind (within the meaning of “blindness” as define in section 415(i)(1) of 42 U.S.C. Section 423 (d)(1)(A)), inability by reason of such blindness to engage in substantial gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.”
 - c) The Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(8)) defines developmental disability in functional terms as:
 - (1) A severe, chronic disability of a person 5 years of age or older which:
 - i. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
 - ii. Is manifested before the person attains age twenty-two;
 - iii. Is likely to continue indefinitely;
 - iv. Results in substantial functional limitations in three or more of the following areas of major life activity: (i) self-care, (ii) receptive and responsive language, (iii) learning, (iv) mobility, (v) self-direction, (vi) capacity for independent living, and (vii) economic self-sufficiency; and
 - v. Reflects the person’s need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services which are of lifelong or extended duration and are individually planned and coordinated; except that such term, when applied to infants and young children, means individuals from birth to age 5, inclusive, who have substantial developmental delay or specific congenital or acquired conditions with a high probability of resulting in development disabilities if services are not provided.”
21. *Disabled Family* - means a family whose head, spouse, or sole member 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 [24 CFR 5.403(b)].

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22. *Displaced Person* - 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. For purposes of redevelopment activities, a family may also be displaced as defined in the Uniform Relocation Act. Such families have been displaced if they have been required to permanently move from real property for the rehabilitation or demolition of such real property. These families may be entitled to special benefits under the Uniform Relocation Act [49 CFR 24.2 (g)].
23. *Divestiture Income* - imputed income from assets disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets in this section.)
24. *Economic Self-Sufficiency Program*: Any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Can include: job training; employment counseling; basic skills training; education; English proficiency; workfare, financial or household management; apprenticeship; or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).
25. *Elderly Family* - means a family whose head, spouse, or sole member 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.
26. *Elderly Person* - a person who is at least 62 years of age [24 CFR 945.105].
27. *Eligible Immigration Status* - For non-citizens, the proof of eligible immigration status consists of a signed certification of eligible immigration status and the original copy of an acceptable INS document. Examples: Alien Registration Receipt Card (for permanent resident aliens), Arrival-Departure Record, Temporary Resident Card, Employment Authorization Card, or a receipt from INS for a replacement document for one of the above listed categories [24 CFR 5.508].
28. *Extremely Low Income Family* – a family whose annual income does not exceed 30% of the median income for the area as determined by HUD with adjustments for smaller and larger families [24 CFR 5.603].
29. *Family* - One or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of the law who will live together in SFHA housing. Or two or more person who are not so related, but can verify shared income or resources who will live together in SFHA housing. This definition includes but is not limited to:
- a) A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
 - b) An elderly family;
 - c) A near-elderly family;

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- d) A disabled family;
 - e) A displaced family;
 - f) The remaining member of a tenant family; and
 - g) A single person who is not an elderly or displaced person with disabilities, or the remaining member of a tenant family [24 CFR 5.403 (b)].
30. *Full-Time Student* - a person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school, or trade school [24 CFR 5.603].
31. *Hate Crimes* - a criminal act in which hostility or negative attitude toward, or prejudice against, any group or individual due to race, color, ethnicity/national origin, religion, gender, sexual orientation, or handicap is the motivating factor. (see Section VIII for more details)
32. *Head of the Household* - means the family member (identified by the family) who is held responsible and accountable for the family.
33. *Imputed Welfare Income* – the amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family’s annual income for purposes of determining rent [24 CFR 5.6159(c)(1)].
34. *Individual with Disabilities Section 504 Definition* [24 CFR 8.3] -- The Section 504 definitions of Individual with Disabilities and Qualified Individual with disabilities are not the definitions used to determine program eligibility. Instead, use the definition of person with disabilities as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term “individual with a disability.”
- a) Individual with disabilities means any person who has a physical or mental impairment that:
 - (1) Substantially limits one or more major life activities;
 - (2) Has a record of such an impairment; or
 - (3) Is regarded as having such an impairment.
 - b) For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.
 - c) Definitional elements:

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- (1) As used in this definition the phrase, “physical or mental impairment” means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or
- (2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
- (3) “Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
- (4) “Has a record of such an impairment” means has a history of, or has been incorrectly classified as having, a mental or physical impairment that substantially limits one or more major life activities.
- (5) “Is regarded as having an impairment” means:
 - i) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation.¹⁷
 - ii) Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or
 - iii) Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.
- d) The 504 definition of disabled does not include homosexuality, bisexuality, or transvestitism. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered.
- e) The 504 definition of individual with disabilities is a civil rights definition. To be consider for admission to public housing a person must meet the program definition of person with disabilities found in this section.

¹⁷ A person would be covered under the first item if the SFHA refused to serve the person because of a perceived impairment and thus “treats” the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of the SFHA’s housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.

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35. *Kinship care* - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law).
36. *Live-in Aide* - a person who resides with an elderly person(s) or person(s) with disabilities and who: is determined by SFHA to be essential to the care and well being of the person(s); is not obligated to support the family member; would not be living in the unit except to provide the necessary supportive services; and submits verification of qualifications or certification as a live-in aide by a social worker or health care provider [24 CFR 5.403].

The SFHA policy on live-in aides stipulates that:

- a) Before a live-in aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact that the person cared for will be able to remain in the unit and comply with the lease terms as the result of such care;
 - b) Move-in of a live-in aide must not result in overcrowding of the existing unit (although, a reasonable accommodation for a resident with a disability may be to move the family to a larger unit);
 - c) Live-in aides have no right to the unit as a remaining member of a resident family;
 - d) Relatives who satisfy the definitions and stipulations above may qualify as a Live-in Aide but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family.
 - e) A live-in aide can be a single person. A live-in aide with a family may also be considered for admission to the unit provided that the addition of the Live-in Aide's family does not result in overcrowding of the existing unit. The adult members of the live-in aide's family must meet the SFHA's screening criteria.
 - f) A live-in aide will be required to meet the SFHA's screening requirements with respect to past behavior especially:
 - (1) A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors;
 - (2) Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity which would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development; and
 - (3) A record of eviction from housing or termination from residential programs.
37. *Low-Income Household* - 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 [24 CFR 5.603].

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38. *Medical Expense Allowance* - for purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense in excess of 3% of Annual Income, when these expenses are not compensated for or covered by insurance [24 CFR 5.603].
39. *Minor* - A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent.) Some minors are permitted to execute contracts, such as the SFHA *Residential Lease Agreement and Contract* (Appendix D), provided a court declares them “emancipated.”
40. *Mitigating Circumstances Review Board* – this board reviews the cases of applicants who refute negative information that likely will result in the rejection of their application for housing. The board consists of one (1) Eligibility Department staff, one Housing Manager from a SFHA development and one (1) resident as determined by the Administrative Director of the SFHA’s Eligibility Department. Resident Mitigating Circumstances Review Board members will be held to the same ethical and privacy standards as SFHA employees and are subject to applicable fair housing laws. The recommendations of a Mitigating Circumstances Review Board are advisory and in all cases the final decision regarding admission to the SFHA shall be with the Administrative Director of the Eligibility Department.
41. *Mixed Family* - a family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status. Mixed families are eligible for housing assistance based on a pro-rated rent [24 CFR 5.504].
42. *Mixed Population Housing Development* - means a public housing development for elderly and disabled families. The SFHA is not required to designate this type of project under 24 CFR 945 or prepare an allocation plan [24 CFR 945.105].
43. *Multifamily Housing Development* - for purposes of Section 504, means a project containing five or more dwelling units [24 CFR 8.3].
44. *National* - person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession [24 CFR 5.504].
45. *Near-elderly Family* - means a family whose head, spouse, or sole member is at least 50 years of age but below the age of 62, who may be a person with disabilities; 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.
46. *Near-elderly Person* - means a person who is at least 50 years of age but below 62, who may be a person with a disability [24 CFR 945.105].
47. *Net Family Assets* [24 CFR 5.603 and 24 CFR 5.609] - the net cash value, after deducting reasonable costs that would be incurred in disposing of:
- a) Real property (land, houses, mobile homes);

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- b) Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals);
 - c) Cash value of whole life insurance policies;
 - d) Stocks and bonds (mutual funds, corporate bonds, savings bonds);
 - e) Other forms of capital investments (business equipment);
 - f) Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity;
 - g) Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial application or re-examination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale; and
 - h) The case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms [24 CFR 5.603].
48. *Permanently Absent* – An individual shall be deemed permanently absent if s/he is gone from the unit for more than 90 total days in any 12-month period. An individual may be deemed *temporarily absent* for longer than 90 total days in a 12-month period only for the following reasons:
- a) s/he is residing in a nursing or care facility for the recovery of a physical or mental illness – a letter from the attending physician must be provided stating that the individual is anticipated to return to her/his unit within no more than 6 months from the first day of absence from the unit.
 - b) s/he is in another city/state/county to take care of an immediate family member with a serious medical or mental illness – a letter from the attending physician a letter from the attending physician must be provided stating that the immediate family member is anticipated to recover or no longer need assistance within no more than 6 months from the first day of the individual’s absence from the unit.
49. *Person with Disabilities* [24 SFR 945.105] – a person who:
- a) Has a disability as defined in Section 223 of the Social Security Act (42 USC. 423); or,
 - b) Is determined to have a physical or mental impairment that:
 - (1) Is expected to be of long continued and indefinite duration;
 - (2) Substantially impedes his/her ability to live independently; and,
 - (3) Is of such nature that such disability could be improved by more suitable housing conditions; or,

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- c) Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act [42 USC. 6001 (5)].
50. *Portion of Development* - includes, one or more buildings in a multi-building project; one or more floors of a project or projects; a certain number of dwelling units in a project or projects [24 CFR 945.105].
51. *Pro-rated Rent* - Calculated by subtracting the Total Tenant Payment (TTP) from the Maximum Rent. The result is the family maximum subsidy. Divide the family maximum subsidy by the number of household members. This is the member maximum subsidy. Multiply the member maximum subsidy by the number of family members with citizenship or eligible immigration status. This is the eligible subsidy. Subtract the eligible subsidy from the maximum rent to arrive at the family's rent [24 CFR 5.520]. See *Restrictions on Assistance to Non-Citizens Policy*, (Appendix A).
52. *Qualified Individual with Disabilities, Section 504* - with respect to any non-employment program or activity which requires a person to perform a service or to achieve a level of accomplishment, means an individual with disabilities who *meets the essential eligibility requirements* and who can achieve the purpose of the program or activity *without modifications* in the program or activity that the recipient (SFHA) can demonstrate would result in a fundamental alteration in its nature. [24 CFR 8.3]
- For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be “qualified” for occupancy in a project where such supportive services are provided by the recipient as a part of the assisted program. The person may not be “qualified” for a project lacking such services.
53. *Service Provider* - means a person or organization qualified and experienced in the provision of supportive services, and that is in compliance with any licensing requirements imposed by State or local law for the type of service or services to be provided. The service provider may provide the service on either a for-profit or not-for-profit basis. [24 CFR 945.105]
54. *Single Person* - means a person who lives alone or intends to live alone, who is not an elderly person, a person with disabilities, a displaced person, a near-elderly person, or the remaining member of a tenant family.
55. *Standard Permanent Replacement Housing* [24 CFR 950.305(a)(2)] - such housing is:
- a) Decent, safe, and sanitary;
 - b) Adequate for the family size;
 - c) Occupied pursuant to a lease or occupancy agreement; and
 - d) Does not include a transient facility such as a motel, hotel, or temporary shelter for victims of domestic violence or homeless families. In the case of domestic violence, the term does not include the housing unit, which the applicant, applicant's spouse, or other member shared with the person who engaged in the violence.
56. *Spouse* - means the husband or wife of the head of the household.

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57. *Supportive Services* - means services available to persons residing in a development, requested by disabled families and for which there is a need. The term may include, but is not limited to: meal services, health-related services, mental health services, services for non-medical counseling, meals, transportation, activities of daily living, safety, group activities, assistance with medications (in accordance with State law), and case management. [24 CFR 945.105]
58. *Supportive Services Plan* - The plan describing how SFHA will provide or arrange for the provision of the appropriate supportive services requested by the disabled families who will occupy the designated housing and who have expressed a need for these services. [24 CFR 945.205(b)]
59. *Temporarily Absent* - An individual shall be deemed temporarily absent if s/he is gone from the unit for more than 30 consecutive days but less than 90 total days in any 12-month period. The family member must notify the Property Office of any absence that will be for longer than 30 consecutive days.
60. *Tenant* - an adult (18 or over or a court declared emancipated minor) who has signed the lease.
61. *Tenant Rent* - The amount payable monthly by the Family as rent to the SFHA. Where all utilities (except telephone) and other essential housing services are supplied by the Authority, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the SFHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance. [24 CFR 5.603]
62. *Tenant Payment (TTP)* - The portion of rent that is based on a resident's income. The greater of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies) or the PHA's Minimum Rent. If the Resident pays any utilities, the amount of the Utility Allowance is deducted from the TTP. See the definition for Tenant Rent. [24 CFR 5.613]
63. *Federal Accessibility Standards* - Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically disabled persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR Part 40. See cross-reference in 504 regulations. [24 CFR 8.32 (a)]
64. *Utilities* - means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility. [24 CFR 5.603]
65. *Very Low-Income Family* - means a family whose Annual Income does not exceed 50 percent of the median Annual Income for the area, with adjustments for smaller and larger families, as determined by the Secretary of Housing and Urban Development. [24 CFR 5.603]
66. *Violent Criminal Activity* – any criminal activity that has one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

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67. *Utility Reimbursement*_- means funds that are reimbursed to a resident when the Utility Allowance for a unit exceeds the resident's Total Tenant Payment. [24 CFR 5.603]

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APPENDIX A:

**Restrictions on Housing Assistance to
Non-Citizens Policy**

RESTRICTIONS ON HOUSING ASSISTANCE TO NON-CITIZENS POLICY

I. BACKGROUND

Section 214 of the Housing and Community Development Act of 1980 restricts assistance to citizens (including nationals) or non-citizens who have eligible immigration status. Subsequent amendments provided for an “opt-out” clause that allowed housing authorities the flexibility to not implement Section 214. **Section 592 of the “Quality Housing and Work Responsibility Act of 1998”(QHWRA)**, amended Section 214 of the Housing and Community Development Act of 1980, making it mandatory that housing authorities implement the regulations as set forth in the HUD Guidebook entitled *Restrictions on Assistance to Non-Citizens*, dated July 1995 and further clarified in HUD’s Final Rule *Revised Restrictions on Assistance to Non-Citizens*, dated April 30,1999. Section 592 of the “QHWRA” became effective upon the date of enactment of the “QHWRA”, October 21,1998. To that end, the San Francisco Housing Authority will administer the residency rule regulations and apply the provisions of the law equally to all applicants and residents. The SFHA will administer the restrictions on the use of assisted housing by non-citizens with ineligible immigration status imposed by this rule in conformity with the Federal nondiscrimination requirements of, including, but not limited to the following:

- **Title VI of the Civil Rights ACT of 1964(42 U.S.C. 2000d-2000d5) and the implementing regulations in 24 CFR Part 1;**
- **Section 504 of the Rehabilitation Act of 1973(29 U.S.C. 794) and the implementing regulations in 24 CFR Part 8;**
- **The Fair Housing Act(42 U.S.C. 3601-3619) and the implementing regulations in 24CFR Part 100; and**
- **Any other civil rights statutes cited in the applicable program regulations.**

Current residents will be notified regarding the requirements of this policy before their next annual re-certification after September 30,1999. Individuals and families with pending applications shall be notified as soon as possible.

II. CURRENT RESIDENTS

Current residents, who did not declare citizenship prior to the SFHA invoking the “opt-out” provision, must declare citizenship or eligible immigration status at their next annual re-certification. If at that time, it is determined that a family or family members do not have eligible immigration status, the provisions of the HUD rule as set forth shall be applied.

A. Certification: At the time of their annual re-certification after September 30,1999, all current residents are required to provide proof of citizenship or eligible immigration status, or to elect not to contend that one has eligible immigration status. The requirement applies to all family members (**See Attached Forms**).

1. Citizen: For each family member who is a United States citizen, the evidence consists of a signed

declaration of U.S. citizenship. No further verification is required. This document is signed under penalty of perjury.

2. Non-citizens 62 Years or Older: Residents that are not citizens, and are age 62 years or older are required to show proof of age and signed certification of eligible immigration status.
3. Non-citizens Under the Age of 62: For non-citizens under the age of 62, the evidence consists of a signed certification of eligible immigration status (**See Attached Form**) and the submission of the original of one of the acceptable INS documents: Alien Registration Receipt Card (for permanent resident aliens), Arrival/Departure Record, Temporary Resident Card, Asylum or Refugee Documents, Employment Authorization Card, or a receipt from INS for a replacement document for one of the above listed categories.
4. Minors: Declaration of eligible immigration status also applies to minors. For each minor, a certification must be signed by an adult who is residing in the unit and is responsible for the minor (**See Attached Form**).
5. Family Members Electing Not To Claim Eligible Immigration Status: For each family member electing not to confirm that he/she has eligible immigration status, the member(s) must be listed separately. A signature from the individual(s) is optional. However, the head of house or spouse with eligible immigration status must sign and date the list (**See Attached Form**).

B. Verification: After an acceptable INS document has been submitted by the applicant and witnessed by the staff, the applicant(s) shall sign a verification consent form which authorizes an INS search to confirm eligible immigration status. **SFHA staff shall not conduct the INS verification without obtaining the applicant's signed consent.**

1. Staff shall photocopy the front and the back of the INS document and return the original to the resident. SFHA shall verify eligible status in the INS Systematic Alien Verification for Entitlements Program (SAVE). **Verification shall not occur unless there is a signed consent form.**
2. If the resident refuses to sign the verification consent form, for purposes of determining the housing assistance for the family, the family member shall be considered as not having eligible immigration status.
3. SFHA shall request, and the INS shall conduct, a manual secondary check of records in all instances where the SAVE system query results in a negative response.
4. A resident who submits eligible immigration documentation may not be penalized for delays on the part of those entities which must verify eligible immigration status.

C. Housing Assistance Determination: For current residents where some of the family members have eligible citizenship status and some do not (mixed family), monetary assistance may be continued or prorated depending on family composition. For current residents where no family member has eligible citizenship status, monetary assistance will be terminated.

D. Proration of Rent: Pro-ration of Rental Assistance: A mixed family shall have their housing assistance prorated according to the number of family members who have eligible status.

1. The steps to prorate the TTP are as follows:
 - a. Determine Total Tenant Payment, using income of all family members, including any family member who has not established eligible immigration or citizenship status.
 - b. Subtract the TTP from a HUD-required Public Housing Maximum Rent applicable to the PHA.
 - This sum is the maximum subsidy for which the family could qualify if all members were eligible (Family Maximum Subsidy)
 - c. Divide the Family Maximum Subsidy by the number of persons in the family to determine maximum subsidy per family member who has eligible status to get the Member Maximum Subsidy.
 - d. Multiply the Member Maximum Subsidy by the number of eligible family members (Eligible Subsidy)
 - e. Subtract the amount of the eligible subsidy from the Public Housing Maximum Rent.
2. HUD Maximum Rent
 - a. The HUD Maximum Rent is established according to Appendix H of the HUD Guidebook 7465.7, Restrictions on Assistance to Noncitizens
 - b. The maximum rent is based on the value of the 95th percentile of the total tenant payment (TTP) for each tenant within the SFHA. The TTP is reported on Line 9j of the Form HUD-50058.
 - c. The SFHA shall use a PHA-wide schedule of maximum rents. The maximum rents shall be established for each fiscal year.

III. APPLICANTS

Individuals or families applying for housing assistance must provide certification of citizenship or proof of eligible immigration status at the time of the initial eligibility interview. If at that time, it is determined that the individual, family or family members do not have eligible immigration status, the provisions of the HUD rule as set forth shall be applied.

A. Certification: Applicants are required to submit evidence of citizenship or eligible immigration status, or to elect not to contend that one has eligible immigration status.

1. Citizen: For each family member who is a United States citizen, the evidence consists of a signed declaration of U.S. citizenship. No further verification is required. This document is signed under penalty of perjury.

2. Non-citizen: For non-citizens, the evidence consists of a signed certification of eligible immigration status and the submission of the original of one of the acceptable INS documents: Alien Registration Receipt Card (for permanent resident aliens), Arrival/Departure Record, Temporary Resident Card, Asylum or Refugee Documents, Employment Authorization Card, or a receipt from INS for a replacement document for one of the above listed categories.
3. Minors: Declaration of eligible immigration status also applies to minors. For each minor, a certification must be signed by an adult who is residing in the unit and is responsible for the minor.
4. Family Members Electing Not to Contend Eligible Immigration Status: For each family member electing not to confirm that he/she has eligible immigration status, the member(s) must be listed separately. A signature from the individual(s) is optional. However, the head of house or spouse with eligible immigration status must sign and date the list.

B. Verification: After an acceptable INS document has been submitted by the applicant and witnessed by the staff the applicant (s) shall sign a verification consent form which authorizes an INS search to confirm eligible immigration status.

1. Staff shall photocopy the front and the back of the INS document and return the original to the applicant.
2. SFHA shall verify eligible status in the INS Systematic Alien Verification for Entitlements Program (SAVE). **Verification shall not occur unless there is a signed consent form.**
3. If the applicant refuses to sign the verification consent form, for purposes of determining the housing assistance for the family, the family member shall be considered as not having eligible immigration status.
4. SFHA shall request, and the INS shall conduct, a manual secondary check of records in all instances where the SAVE system query results in a negative response.
5. An applicant who submits eligible immigration documentation may not be penalized for delays on the part of those entities, which must verify eligible immigration status.

C. Determination of Housing Assistance: A mixed family's housing assistance will be prorated according to the number of family members who have eligible status, as described in II D of this document.

D. Families that have no members who are citizens or have eligible immigration status are ineligible for public housing: The application shall be denied.

IV. APPEALS

A. Request for Appeal: Upon receipt of notification that the INS secondary verification failed to confirm eligible immigration status, the SFHA shall notify the family in writing of the results of the INS verification and their option to request an appeal to the INS.

B. Delay of Assistance: The SFHA shall not delay, deny or terminate assistance until the completion of the INS appeal process for applicants or the completion of the INS process and the SFHA informal hearing process for current residents.

V. FAILURE TO SUBMIT EVIDENCE OF FAMILY COMPOSITION OR ELIGIBLE STATUS

A. One-time Evidence Requirement for Continuing Occupancy: The family is required to submit evidence of eligible immigration status for each family member only once during continued occupancy or at the time of the applicant interview. Documentation shall be submitted for any new family members(s) added to the lease at the time the request for lease addition is made.

B. Failure to Submit Evidence or Establish Eligible Immigration Status. If the family fails to submit the required evidence of citizenship, or eligible immigration status, the authority will terminate the lease or deny the application for admission.

C. Changes in Family's Status If there is a change in the family composition or the eligible status of a family member that effected the resident rule status of the entire family, such changes should be reported to the SFHA's Eligibility Department (if an applicant) or to the appropriate development management office (if a resident) so the change of status can be recorded as soon as possible.

D. Changing Participation in a HUD Program Whenever a family applies for admission to a Section 214 covered program, evidence of eligible immigration status must be submitted unless the family has already submitted the evidence to the SFHA for a covered program.

VI. FRAUD

When Fraud is Suspected with Response to a Declaration of Citizenship If the SFHA receives verifiable information that provides a substantial basis to believe that a resident/applicant may have deliberately misrepresented his or her eligibility status and is receiving financial assistance for which he or she may not be eligible, the SFHA shall refer the case to the HUD Inspector General for follow up.

PROCEDURES WHEN DECLARATION OF CITIZENSHIP FRAUD SUSPECTED

- I. When the Authority obtains concrete evidence of conflicting information, the Authority will:
 - A. Obtain additional information from other persons or agencies
 - B. Take other actions to verify either the applicant/resident/program participant's information or the conflicting information
- II. If the Authority's effort conclude that the applicant/resident/program participant supplied incorrect information, then staff must:
 - A. Document the findings
 - B. Notify the applicant/resident/program participant in writing of the error, identifying what information is believed to be incorrect
 - C. Provide the applicant/resident/program participant with an opportunity to meet with SFHA staff within 10 calendar days to discuss the allegation(s)
 - D. Inform the applicant/resident/program participant that failure to do so may result in the termination of the resident/program participant's assistance or denial of the application
 - E. Arrange the meeting with a SFHA representative who has not been involved in any manner with the review of the allegedly false information.
- III. If the applicant/resident/program participant responds and convinces the Authority that the submissions were correct, then:
 - A. Staff shall document the record accordingly and close the investigation.
 - B. Rental assistance payments continue to be made at the set amount.
 - C. There is no adjustment to the applicant/resident/program participant's rent.
- III. If the Authority determines that there is adequate basis for further investigation, then the Authority should require the applicant/resident/program participant to submit whatever documentation is necessary to resolve the issue.

- IV. If the applicant/resident/program participant choose to provide a new declaration as an eligible non-citizen, then:
 - A. Staff shall have the applicant/resident/program participant complete a verification consent form and submit required evidence.
 - B. Staff shall conduct a primary verification and, if necessary, forward that information to the INS for secondary verification.

- V. If the applicant/resident/program participant is still found ineligible at the end of the verification process or choose not to contend eligible status, then the Authority shall take the appropriate action to:
 - A. Adjust the rent
 - B. Terminate the assistance
 - C. Deny the application

END OF INVESTIGATION

DOCUMENTATION OF ELIGIBLE IMMIGRATION STATUS

Staff shall witness the **original** document(s) for each family member declaring eligible immigration status and photocopy (from and back) each document. Keep a copy in the file. Immediately return the original documents to the family.

The following original documents are acceptable evidence of eligible immigration status, subject to verification with the INS:

1. Form 1-151, Alien Registration Receipt Card (issued to lawful permanent residents prior to 1979). Form 1-151 will no longer be valid after March 20, 1996.
2. Form 1-551, Alien Registration Receipt Card (for permanent resident aliens);
3. Form 1-94, Arrival-Departure Record, with one of the following annotations;
 - a. "Admitted as Refugees Pursuant to Section 207";
 - b. "Section 208" or "Asylum";
 - c. "Section 243 (h)" or "Deportation stayed by Attorney General";
 - d. "Paroled Pursuant to Section 212(d)(5) of the INS;";
4. If Form 1-94, Arrival-Departure Record, is not annotated, then accompanied by one of the following documents:
 - a. A final court decision granting asylum (but only if no appeal is taken);
 - b. A letter from an INS asylum officer granting asylum (if application is filed on or after October 1, 1990) or from an INS district director granting asylum (if application filed before October 1, 1990);
 - c. A court decision granting withholding of deportation; or
 - d. A letter from an asylum officer granting withholding of deportation (if application filed on or after October 1, 1990(.
5. Form 1-688, Temporary Resident Card, which must be annotated "Section 245A: or "Section 210";
6. Form 1-688B, Employment Authorization Card, which must be annotated "Provision of Law 274a.120 1)" or "Provision of Law 247a.12";

7. A receipt issued by the INS indicating that an application for issuance of a replacement document in one of the above-listed categories has been made and the applicant's entitlement to the document has been verified.

SAN FRANCISCO HOUSING AUTHORITY

APPENDIX B:

Resident Grievance Procedures

RESIDENT GRIEVANCE PROCEDURES

I. Applicability

- A. This Grievance Procedure is limited to disputes between individual residents and SFHA where SFHA's actions, or failure to act involving the individual resident's lease or SFHA regulations, which adversely affect the individual resident's rights, duties, welfare, or status.
- B. Situations not included:
 - 1. Disputes between residents in which SFHA is not involved.
 - 2. Any changes in policies and/or procedures between groups of residents and SFHA's Board of Commissioners.
 - 3. Class grievances.

4. Evictions or termination of leases as a result of a health or safety hazard created by resident, which is also a threat to the health or safety of other residents or SFHA employees.
5. For all aspects of the grievance procedure, a handicapped person shall be provided reasonable accommodation.

II. Definitions

- A. **Grievance.** Any dispute which a resident may have with respect to SFHA action or failure to act in accordance with the individual resident's lease or SFHA regulations which adversely affect the individual resident's rights, duties, welfare, or status.
- B. **Complainant.** Any resident whose grievance is presented to SFHA or the Development manager in accordance with the adopted procedures.
- C. **Elements of Due Process.** Any eviction or termination of residency in a State or local court in which the following procedural safeguards are required:
 1. Adequate notice to the resident of grounds for terminating the residency and for eviction;
 2. Opportunity for the resident to examine all relevant documents, records and regulations of SFHA prior to the hearing for the purpose of preparing a defense;
 3. Right of the resident to be represented by counsel;
 4. Opportunity for the resident to refute the evidence by SFHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the resident may have;
 5. A decision on the merits.
- D. **Hearing Officer.** A person selected to hear grievances and make a decision.
- E. **Resident.** The adult person (or persons) (other than a live-in aide):
 1. Who resides in the unit, and who executed the lease with the SFHA as lessee of the dwelling unit, or, if no such person now resides in the unit.
 2. Who resides in the unit, and who is the remaining head of household of the resident family residing in the dwelling unit..
- F. **Informal Settlement:** Meeting held with complainant and manager in an attempt to

resolve the Grievance before going to formal grievance hearing.

- G. **Summary of Discussion.** Result of informal hearing specifying the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and specifying the procedures by which a hearing may be obtained if the complainant is not satisfied.
- H. **Escrow Account.** Money held by a third person or party as a good faith promise until a determination is made on what to do with the money.
- I. **Waiver.** To release a right or claim the complainant may have to contest the SFHA's disposition of his/her grievance.
- J. **Trial De Novo.** The right to a new trial.

III. Responsibilities for a resident requesting a hearing.

Before a complainant can request a hearing by a Hearing Officer, the grievance must be submitted for informal settlement. As a condition precedent to a formal hearing, all grievances shall be personally presented, either orally or in writing, for informal settlement to the property management office in which the complainant resides so that the grievance may be discussed informally and settled without a hearing. However, if the complainant can show good cause why he/she failed to proceed in accordance with the foregoing to the hearing panel, the Hearing Officer may waive provisions of this section.

IV. Informal settlement of grievance.

Any request for an informal settlement must be presented, in writing, within ten (10) days after the SFHA makes the decision that the resident wishes to grieve. The informal settlement will be conducted within fifteen (15) days following receipt of the request. Grievances relating to a notice to quit must be presented within the period set forth on such notice.

- A. Summary of the informal settlement discussion must be prepared by the SFHA within five (5) working days.
- B. The Summary of Discussion will specify:
 - 1. Names of the participants (the SFHA shall be represented by the Property Manager, District Director, and the Director of Housing Management);
 - 2. Date and time of the meeting;

3. Nature of the proposed disposition of the complaint;
4. Specific reasons for the proposed disposition of the complaint;
5. Procedures by which a hearing may be obtained if the complainant is not satisfied;
6. Statement in bold writing that the complainant has ten (10) days after receipt to request a Hearing. If the complainant's primary language is not English this statement must be provided in the appropriate language.

C. Copies of the Summary of Discussion will be distributed as follows:

1. One copy will be sent to the complainant by Registered or Certified mail or given personally to complainant and a signed receipt obtained from the complainant.
2. One copy will be retained in the complainant's resident file at the SFHA management office

V. Procedure to obtain a formal hearing.

If the complainant is dissatisfied with the final result of the informal settlement decision, he/she must submit a written request for a formal hearing to the SFHA Legal Department within ten (10) days after receiving the Summary of Discussion. . This notice shall be in English and each of the following languages: Spanish, Russian, Chinese, Cambodian or Vietnamese.

A. The written request for a Hearing must specify:

1. Reason(s) for the grievance;
2. Action or relief sought

B. A receipt signed by the complainant, or a return receipt for delivery of Registered or Certified mail, whether or not signed, will be sufficient proof to establish time of delivery for the Summary of Discussion, and/or, if applicable, the decision of the emergency transfer review panel.

VI. Failure to request a formal hearing.

If the complainant does not request a Hearing within ten (10) days following the date of receipt of the Summary of Discussion , then:

A. SFHA's decision of the grievance as stated in the Summary of Discussion, becomes final and effective as of SFHA's close of business on the fifth (5th) working day.

- B. Such failure shall not constitute a waiver by the complainant of his/her right to contest the SFHA's action in disposing of the complaint in an appropriate judicial proceeding.

VII. Selection of Hearing Officer.

Grievance shall be presented before a hearing officer selected pursuant to these rules.

The Executive Director, in consultation with the recognized tenant associations, shall appoint three individuals to serve as grievance hearing officers. Each officer shall be charged individually with conducting hearings in accordance with the rules set forth in this policy and shall have the ability to read and write and follow and understand the procedures of the grievance process.

VIII. Schedule of hearings

Following the informal settlement meeting and upon a request for a Formal Hearing, then the following will take place:

- A. The Hearing Coordinator, an employee of the SFHA who shall be charged with setting hearing dates, will promptly schedule a hearing. The time and place for the hearing will be reasonably convenient to both the complainant and the SFHA.
- B. The Hearing Coordinator will schedule the hearings for the second Friday of each month. The hearings will be held before one of the three designated Hearing Officers, who shall rotate responsibilities on a monthly basis. The Hearing Officer shall hear all grievances pending at the time of the monthly hearing. Any resident may object, on a one-time basis, to the designated Hearing Officer or to the time and place of the hearing. However, the objection must be filed and delivered to the Hearing Coordinator at least 24 hours before the hearing is scheduled to commence. Failure to file an objection in compliance with this rule will be considered a waiver of any right to object to the Hearing Officer or time and place of the hearing.

If the tenant objects to time, place and/or the Hearing Officer, then the hearing shall take place at the next regularly scheduled monthly hearing date.

- C. Written notification will be delivered to the complainant and appropriate SFHA official by Registered or Certified mail, or delivered personally and a signed receipt obtained. The written notification will specify:
 - 1. Time of Hearing;
 - 2. Place of Hearing; and

3. Procedures governing the Hearing.
- D. Receipts signed by the complainant or SFHA official, or return receipts for delivery of Registered or Certified mail, whether signed or not, will be sufficient to establish delivery.

IX. Procedure governing hearing

- A. The Hearing shall be held before a Hearing Officer.
- B. The complainant and SFHA shall be afforded a fair Hearing providing the basic safeguards of due process which include:
1. The opportunity upon request to examine before and during the Hearing, and, at the expense of the complainant, to copy all documents, including records and regulations, of the SFHA that are directly relevant to the Hearing;
 2. The right to be represented by counsel or other person chosen as his/her representative;
 3. The right to a private hearing unless the complainant requests a public hearing;
 4. The right to present evidence and arguments in support of his/her complaint, to controvert evidence relied on by the SFHA, and to confront and cross-examine all witnesses upon whose testimony or information SFHA relies; and
 5. A decision based solely and exclusively upon the evidence presented at the hearing.
- C. The Hearing Officer may render a decision without proceeding with the Hearing if the Hearing Officer determines that the issue has been previously decided in another proceeding.
- D. At the Hearing, the complainant must first make a showing of an entitlement to the relief sought, and thereafter SFHA must sustain the burden of justifying the SFHA action or failure to act against which the complaint is directed.
- E. 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 proceedings.

- F. The Hearing Officer shall require the SFHA, the complainant, Counsel and other participants or spectators to conduct themselves in an orderly fashion.
- G. 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.
- H. The complainant or SFHA may arrange, in advance and at the expense of the party making such request, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

X. Failure to appear at hearing

- A. Failure of either party or their representative to appear at the Hearing shall enable the Hearing Officer to determine that the non-appearing party has waived its right to a hearing.
- B. The complainant and the SFHA will both be notified in writing of the determination and/or decision by the Hearing Officer.
- C. Emergency or other serious situations will be considered on a case by case basis in the determination that the party has waived his/her right to a hearing.
- D. Failure of the complainant to appear at the Hearing or a determination the complainant has waived his/her right to a hearing shall not constitute a waiver of any right the complainant may have to contest the (SFHA's) disposition of the grievance in an appropriate judicial proceeding.

XI. Decisions of the Hearing Officer

- A. The Hearing Officer shall prepare a written decision, together with the reasons, within ten (10) working days after the hearing.
- B. A copy of the decision will be sent to the complainant and the SFHA at the same time.
- C. The SFHA will retain a copy of the decision in the resident's folder.
- D. A copy of such decision, with all names and identifying references deleted, shall also be

maintained on file by the SFHA and made available for inspection by a prospective complainant, his/her representative, or the Hearing Officer.

- E. The decision of the Hearing Officer shall be binding on the SFHA, which shall take all actions, or refrain from any actions, necessary to carry out the decision. However, the Board of Commissioners of the SFHA shall have the authority to reverse any decision of the Hearing Officer within fifteen (15) days and shall promptly notify the complainant of its determination, when:
 - 1. The grievance does not concern an act or failure to act on the part of the SFHA which adversely affects the complainant's lease, or SFHA regulations, rights, duties, welfare, or status.
 - 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 the SFHA.
- F. A decision by the Hearing Officer or Board of Commissioners in favor of the SFHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the complainant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

XII. Eviction actions in grievances involving lease terminations.

- A. If a resident has requested a hearing on a complaint involving a SFHA notice of termination, and the Hearing Officer upholds the SFHA's action to terminate the residency, the SFHA shall not commence an eviction action in a State or local court until it has served a notice to vacate to the resident.
- B. In no event shall the notice to vacate be issued prior to the decision of the Hearing Officer having been mailed or delivered to the complainant.
- C. Such notice to vacate must be in writing and specify that if the resident fails to quit the premises within the appropriate authorized period, or on the termination date stated in the notice of termination, whichever is later, appropriate action will be brought against him/her and he/she may be required to pay court costs and attorneys' fees.
 - 1. The Authority shall not terminate or refuse to renew the Dwelling Lease, other than for serious or repeated violation of material terms of the lease, such as the failure to make payments due under the lease, to fulfill the resident obligations as set forth in

the lease, the violation of other provisions of the lease or for other good cause.

2. Habitual lateness in payment of rent shall be considered a violation of a material term of the lease, and grounds for eviction. Habitual lateness is defined as a failure to pay rent on the date it is due three (3) times within any consecutive twelve (12) month period.
3. Every reasonable and diligent administrative effort will be made by the Authority to avoid eviction. Before the Authority may take action to terminate the lease and evict a family for any cause, it shall give adequate administrative notice before pursuing appropriate legal actions. Adequate notice shall be as follows:
 - a) Fourteen (14) days in the case of failure to pay rent.
 - b) Three (3) days in the case of a creation or maintenance of a threat to the health or safety of other tenants, Housing Authority employees or the general public.
 - c) Thirty (30) days in all other cases.

**SAN FRANCISCO HOUSING
AUTHORITY**

APPENDIX C:

PET POLICY

Pet Policy

Section 526 of the “Quality Housing and Work Responsibility Act of 1998” (QHWRA) provides for the ownership of pets in federally-assisted rental housing “in accordance with applicable State and local public health regulations.” Section 19901 of the California Health and Safety Code provides that, “Notwithstanding any other provision of law, no public agency which owns and operates rental housing accommodations shall prohibit the keeping of not more than two pets by the elderly in such rental housing accommodations.” Accordingly, it is the Policy of the Authority to allow pets under the circumstances provided below.

- A. A tenant may have up to two animals and one fish aquarium. No dogs of any breed are allowed in public housing unless:
 - 1. the tenant resides in an elderly/disabled development; or
 - 2. the tenant is **62** years or older or disabled and living in a family development ***and*** requires supportive services as defined in California Health and Safety Code section 50685.5.
- B. Definition: The term "Pets" is limited to the following domesticated, common household animals: cats, dogs, birds, fish, hamsters. Only one fish aquarium, which shall not exceed 25 gallons, may be kept. Dogs and cats must be spayed or neutered. The maximum weight for any dog, except service dogs, is 50 pounds.
- C. Application. Prior to housing any pet on premises owned and/or operated by the PHA, a tenant shall apply to the PHA for a permit to do so. The application must be accompanied by the following:
 - 1. A full pet deposit of \$100 per pet or fish aquarium. This deposit is refundable after the tenant disposes of the pet or aquarium or vacates and if PHA verifies that there are no expenses directly attributable to the presence of the pet. However, for expenses exceeding the deposited amount, the household shall be responsible to reimburse the PHA for those costs. The pet deposit does not apply to service animals.
 - 2. A current dog license issued by the appropriate authority.
 - 3. Signed veterinarians’ statement verifying that the animal is in good health, has no communicable diseases or pests, and, in the case of cats and dogs, is spayed or neutered.
 - 4. Evidence that the pet has received all current inoculations or boosters including parvovirus, distemper, hepatitis, leptospirosis, feline distemper, rhino tracheitis, calcivirus, and pneumonitis must be provided.
 - 5. A signed statement from the Tenant acknowledging that he/she has received and read the Pet Rules and agrees to comply with them and accept any and all financial and personal liability associated with the personal pet ownership in the housing project.

6. A color picture of the pet, except for fish, must be provided both at the time of application and when the pet reaches adult size.
- D. Approval of Pet Application. Once all of the conditions for application for pet ownership permit have been met, the Property Manager shall make a decision on the resident's application within five (5) working days. If approved, the resident will be informed in writing. The Property Manager may re-validate the pet ownership permit at each subsequent annual re-certification as long as the tenant continues to follow the guidelines established in this Pet Policy. Failure to re-validate the pet ownership permit shall result in the removal of the pet or termination of the Tenant's tenancy or both.
- E. Refusal of Pet Application. PHA may refuse, subject to PHA's grievance procedure, to approve a pet application due to the following reasons:
1. The animal does not meet the definition of pet.
 2. Tenant fails to provide complete application information required by the Pet Ownership Policy.
- F. Revoking Pet Ownership. Maintaining a pet in a facility owned and/or operated by PHA shall be subject to the rules set forth herein. The Tenant's pet ownership may be revoked at any time, subject to PHA's Grievance Procedure, due to any of the following reasons:
1. Management determines that the pet is not properly cared for.
 2. The pet presents a threat to the safety and security of other tenants, PHA employees, contractors and others on the premises.
 3. The pet is destructive or causes an infestation.
 4. The pet disturbs other tenants for reasons including but not limited to noise, odor, cleanliness, and sanitation.
 5. Tenant fails to re-validate the pet ownership permit as required in the Pet Ownership Policy.
- G. All tenants allowed to keep a pet shall comply with the following rules:
1. In the case of dogs, proof that the pet is currently licensed must be provided annually.
 2. Evidence that the pet has received all current inoculations or boosters including parvovirus, distemper, hepatitis, leptospirosis, feline distemper, rhino tracheitis, calicivirus, and pneumonitis must be provided to the HCDCH annually.
 3. No pet may be kept in violation of State law or local ordinances with respect to humane treatment or health.
 4. If pets are left unattended for a period of twenty-four (24) hours or longer, the Management may enter the dwelling unit to remove the pet. The Management will transfer the pet to the proper authorities, subject to the provisions of California State law and pertinent local ordinances. PHA accepts no responsibility for the animal under such circumstances.

5. No animal shall be kept, raised, or bred for any commercial purpose.
6. Dogs and cats must wear identification tags specifying resident's name and apartment number.
7. All pets shall remain inside the Tenant's dwelling unit. No animal shall be permitted in laundromats, hallways, community rooms, public restrooms, or other designated common areas unless to allow for ingress and egress to the building. Pets must be leashed or carried at all times while in elevator.
8. When taken outside the unit, dogs and cats must be kept on a leash, no longer than six (6) feet, controlled by a responsible individual.
9. No animal may be leashed to any stationary object outside the Tenant's apartment.
10. Birds must be confined to a cage at all times.
11. Vicious and/or intimidating dogs or animals with a past history of attack or aggressive behavior towards other animals or people will not be allowed. No resident shall have a dog of a breed known as a Pit Bull, Rottweiler, German Shepherd, or Doberman Pinscher, nor any mixed breed thereof, unless it is specifically trained and currently used as a certified seeing eye, hearing, or service dog. Companion dogs do not qualify as exempt from the breed restrictions.
12. Tenants shall not permit their pet to disturb, interfere, or diminish the peaceful enjoyment of other tenants. The terms "disturb", "interfere", and "diminish" shall include but not be limited to barking, howling, chirping, biting, scratching, and other like activities.
13. Tenants must provide litter boxes, which must be kept in the dwelling unit for cat waste. Tenants shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. Litter shall be changed not less than once a week and placed in a plastic bag, properly disposed of by being placed in a trash container outside of the building, and at no time washed down any drains or flushed down any toilets. Pet waste may not be put down the garbage chutes.
14. Tenants shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
15. Tenants are responsible for cleaning up pet waste from their pet both inside and outside the dwelling unit and on facility grounds. Waste must be disposed of by being placed in a sealed plastic bag and then placed in a trash container outside of the building. At no time is pet waste washed down any drains or flushed down any toilets. Pet waste may not be put down the garbage chutes.
16. PHA may designate areas on the project grounds for pet exercise and deposit of waste or may prohibit the entire grounds from being used for pet exercise and deposit of waste. PHA shall provide adequate written notification to Tenant in event of any designation or prohibition.

17. Tenants shall not alter their dwelling unit, patio, or unit area in order to create an enclosure for any pet. No doghouses, animal runs, etc. will be permitted.
18. Tenants are responsible for all damages caused by their pets including the cost of professional cleaning of carpets and/or fumigation of units.
19. PHA may designate areas within a project, building, floor, or section of building, where pet owners must live and may direct such moves as may be necessary to establish such areas. The areas may be adjusted and PHA may direct such additional moves as may be necessary to meet changing needs. PHA shall provide adequate written notification to tenant should any designation be made. Tenant agrees to comply with PHA's request to move pursuant to this paragraph.
20. Tenants are prohibited from feeding or harboring stray animals. The feeding of stray animals shall constitute having a pet without the written permission of PHA.
21. Guests may not bring pets (any type) onto the premises. No pet sitting will be allowed.

H. Animals That Assist the Disabled.

1. Elderly/disabled tenants must still comply with all aspects of this Pet Policy.
2. Dogs, which must be specifically trained and currently used to assist blind, deaf, or physically disabled individuals, may be allowed in units with an elderly/disabled individual. The tenant must submit documentation to the property office of each dog's training or certification for the purpose of assisting disabled individuals.
3. To determine that a dog may be allowed into family housing development, or to be exempted from the breed restrictions, the head of household must provide a written certification, from a licensed medical doctor on a form provided by the PHA, that a member of the household has a disability and requires the assistance of an animal as either a service or companion animal.

I. Violation of this Pet Policy may be grounds for removal of the pet or termination of the tenant's lease, or both.

1. Any pet not permitted under this policy shall be permanently removed from SFHA property within 30 days, during which time any such animal may be surrendered to an animal shelter or otherwise permanently removed at the owner's expense.
2. If the pet is removed, either a receipt from an animal shelter or notarized letter from the new owner verifying that the pet resides at a new address will be required.
3. If the tenant refuses to permanently remove the pet, the lease termination process will be initiated in accordance with procedures set forth in the Rental Agreement and State law.

**SAN FRANCISCO HOUSING
AUTHORITY**

APPENDIX D:

Home Business Policy

Home Business Policy

San Francisco Housing Authority encourages residents living in its properties to organize to operate home businesses. Any such home business, which includes any legal profit making activities or nonprofit activities, must receive written approval from SFHA prior to beginning any such business activity. This policy does not cover children's businesses such as a child's paper route, a child's sale of merchandise or products from catalogs, or a child's sale of merchandise for youth, school, church, sports, or nonprofit organizations. Such children's activities are expressly permitted and do not require prior notice or consent of SFHA.

I. Procedures

- A. A resident wishing to operate a home business must submit, in writing, his or her request for approval to the Customer Service Administrator, or designee, through the Property Manager and District Director. The written request will be in a format designed by SFHA and is the formal agreement between SFHA and the resident if SFHA approves the home business. The information required by SFHA will include the following:
1. A full description of the home business (bookkeeping, computer, child care, etc.);
 2. anticipated hours of operation;
 3. evidence that the home occupations will comply with local, state and federal regulations, including but not limited to licensing, bonding, and insurance requirements;
 4. anticipated storage or special accommodations necessary for the daily operation of the home business; and
 5. anticipated revenue of the home business.
- B. If required, the resident will obtain insurance to fully indemnify SFHA for any or all damages and injuries to any person, including but not limited to, SFHA property or employees, if damages or injuries occur as a direct or indirect result of the home business operation.
- C. The Customer Service Administrator, or designee, will review each business on a case-by-case basis, based on the number of existing businesses in each complex, including childcare operations. The basis of approval will depend on the impact to the other residents at the housing site.
- D. All residents whom SFHA has approved to operate a business in his or her home must obtain a business license through the California Department of Commerce and must keep the business license current until they have ended the business.
- E. The home business agreement/contract is an addendum to the resident's lease agreement with SFHA. The operation of any approved home business is subject to all of the terms and conditions of the resident's lease agreement with SFHA.

II. Terms and Conditions

If a resident's home business operation is approved, the resident and all household members who are involved with the home business meet and agree to the following terms and conditions.

- A. The resident must agree to and abide by all of the terms and conditions as stipulated in the Resident Home Business Agreement/Contract.
- B. The Customer Service Administrator may approve a joint home business operation if two or more residents plan to engage in a partnership. They must clearly define the make up of the partnership, showing how they distribute the partnership, by percentage whether equally or with one partner being more responsible for the operation than another partner. The partnership must also clearly define the dollar amount that will be used in the anticipation of income that is reported to SFHA.
- C. SFHA allows no more than one business be operated from each unit.
- D. No modifications to the unit shall be made by the tenant, or by the SFHA on behalf of the tenant, to accommodate the proposed business.
- E. SFHA will not transfer any family to a larger unit to accommodate the proposed business.
- F. A tenant shall not be allowed to propose a business in order to avoid moving from a unit that is considered "overhoused" for that family size.
- G. The resident business may be required to name SFHA as an additional insured where General Liability insurance coverage is necessary to meet licensing requirements.
- H. At the time the resident(s) informs the Property Manager of his or her interest in starting a home business, they will be provided a copy of this Policy and the Resident Home Business Agreement/Contract. The Property Manager will insure that the resident understands the terms of the Policy and Contract and will assist as much as feasible.
- I. When the resident's business is approved by SFHA, the approval becomes the written agreement between SFHA and the resident, with the resident agreeing to the Terms and Conditions applicable to that business. Furthermore, before the commencement of any such approved business activity, the resident must have executed the written agreement with SFHA and obtained any other documentation required, including but not limited to, proof of insurance and/or an Alaskan business license.

III. Child Care Businesses

SFHA will allow childcare businesses at the discretion of the Customer Service Administrator or designee. SFHA will consider the impact that the child cares business will have on the other residents and project facilities. Any resident who wishes to provide childcare in their home must adhere to the following guidelines.

<u>Number of children under 12 living in your home</u>	<u>Number of children that you may care for other than those living in your home</u>	<u>Total number of children under 12 that you may care for in your home</u>	<u>Total number of children younger than 24 months that you may care for</u>
0	6	6	3
1	5	6	3
2	4	6	3
3	3	6	3
4	2	6	3
5	1	6	3
6	0	0	0

- A. SFHA requires that all child care businesses, no matter the number of children being cared for, be licensed through either the State of California. It is the resident's responsibility to contact the appropriate agency.
- B. All childcare businesses must carry the minimum liability insurance of no less than \$300,000. It is the responsibility of the childcare provider to verify that they are in compliance with the individual liability policy requirements.
- C. All residents intending to provide childcare in their homes must provide a recent (no older than 90 days) national criminal background check. A copy of the background check can be obtained from the City of San Francisco Police Department. SFHA reserves the right to obtain and review any applicant's report obtained from the SFPD.
- D. Childcare businesses are prohibited in buildings designed for elderly families.

-
- E. The resident operating the child care business is totally responsible for the welfare and actions of the children under his or her care and is bound to all Lease provisions governing actions of guests.
- F. All childcare businesses must follow the safety guidelines as outlined in the SFHA Home Business Contract.

IV. Types of Businesses Prohibited

Prohibited types of businesses on SFHA properties include, but are not limited to:

- automobile or vehicle repair,
- raising and care of pets,
- small engine repairs,
- the sale of tobacco, drugs, alcohol, weapons;
- other illegal activities such as prostitution;
- a bed and breakfast;
- any business that requires the use of equipment that generates excessive heat or fire; or
- any business that uses excessive utilities, creates excessive noise, or creates excessive foot or automobile traffic

V. Reporting Income

The resident must keep accurate records to permit SFHA to verify income, or other requirements existing in SFHA's Policy and Procedures manual and the terms and conditions of the Lease, and to provide any other documentation requested by SFHA. Partnerships must clearly define the profits and/or losses of the tenants participating in the partnership in order for SFHA to determine applicable income.

VI. Renewal

SFHA will review the operation of the home business at the annual recertification of the resident as specified in SFHA's Policy and Procedures manual and Lease Agreement. At such time SFHA will ask that the resident submit to SFHA documentation of renewals of insurance, licenses, bonds, and permits as required by state and local rules regulating that business.

VII. Resident Councils

Fully accredited Resident Councils who wish to operate some form of business, either for profit or resident convenience, must also submit their application to the Customer Service Administrator for approval. The stipulations of Section I through VIII of this policy generally apply, although the Customer Service Administrator has the authority to waive requirements that are inappropriate and/or restrict the entrepreneurial efforts of the councils and/or waive requirements that are inappropriate.

VIII. Grievance Procedures

Residents owning a home business that SFHA has asked to terminate or move off the premises, may grieve this action by SFHA by following SFHA's policies and procedures.

IX. Documentation Procedures

Upon receipt of a completed Contract from the resident, the Property Manager will forward it, with the Property Manager's recommendations, through the District Director to the Customer Service Administrator.

Upon approval, the Customer Service Administrator, or designee, shall send the original Resident Home Business Agreement/Contract to the Office of General Counsel. One copy shall be maintained in the Customer Service Administration files. One copy shall be sent to the Property Manager for inclusion into the Tenant File. One copy shall be provided to the resident to keep for his/her business records.

Resident Home Business

Agreement/Contract

APPLICANT INFORMATION

I, _____, wish to operate the following business from my residence located at:

Street Address

Apt. #

City

Zip Code

Home Telephone #

Work Telephone #

Type of Business (Please give a full description of the business)

Name of Business: _____

Full Description of Business:

Hours of Operation:

Days of the Week

Hours of Operation

From _____

From _____ am/pm

To _____

To _____ am/pm

Other: _____

SPECIFIC REQUIREMENTS

I agree and understand that I am required to obtain the following items, if checked, and must be maintained at all times that I am conducting the home business that is the subject of this agreement.

Business License No. _____

Insurance _____

(Company and type)

Requirement for SFHA to be named as additionally insured.

Bonding _____

(Company and type)

-
- First Aid and CPR courses (childcare businesses only)

 - Licensed (childcare businesses only)

 - Safety gates in front of inside staircases (childcare businesses only)

 - Plastic guards over all electrical outlets that are not in use and are within the reach of children (childcare businesses only)

 - 2A:10BC dry chemical fire extinguisher for each level of the home (childcare businesses only)

 - Other _____

Special Accommodations

(List any anticipated storage or special accommodations that the business will require.)

ANTICIPATED EARNINGS

Anticipated Start of Business

Signature of Head of Household

Date

Signature of Co-Partner (if applicable)

Date

Approved



Disapproved

Signature of Director of Housing Management/Designee

Date

**SAN FRANCISCO HOUSING
AUTHORITY**

APPENDIX E:

Tenant Association Policy

Tenant Associations Policy

San Francisco Housing Authority encourages residents living in its properties to organize and establish a Tenant Association, pursuant to 24 CFR § 964. The SFHA will officially recognize a duly elected resident council (or tenant association) as the sole representative of the residents of the affected development(s).

I. Purpose

It is the policy of the San Francisco Housing Authority (SFHA) to encourage Public Housing residents to work collectively to improve and maintain a suitable quality of life within their respective housing sites. To help achieve this, residents have the right to organize and elect a resident council to represent their interests

II. Resident Organizations

A. Establishment

Upon written request by residents, the SFHA shall provide appropriate guidance to assist them in establishing and maintaining a resident organization. The SFHA shall consult with residents to determine the extent to which residents desire to organize and participate in the management of their housing site. Nothing in these policies shall be construed as requiring residents to organize as a resident council.

B. Resident Councils

1. It is the policy of the SFHA to recognize and accept the resident council as the official channel for communication with that community, so long as the terms of 24 CFR 964 and the SFHA/RC Memorandum of Understanding are met.
2. The SFHA may withhold or withdraw Resident Council recognition if it is determined that the Resident Council has failed to meet the established criteria for formal recognition.

C. Criteria for Formal Resident Council Recognition

1. The SFHA shall officially recognize a Resident Council that satisfies the following criteria.
 - a. It shall extend membership and voting rights to all households within the Resident Council's identified area of representation. The SFHA shall recognize only one Resident Council as the official representative of residents in a development. Residents from more than one development may choose to collaborate for the purpose of forming an area-wide resident council. If the Council represents more than one housing site, its membership shall be proportional to the respective number of units within the different sites.
 - b. It has adopted bylaws and abides by them.

-
- c. It has conducted elections in a timely manner in accordance with its bylaws as specified in 24 CFR 964.7
 - d. Its bylaws call for regular Board meetings at least once every three months, open to all members.
 - e. Its bylaws, notices, or other forms of communication show evidence of good-faith efforts to inform all members of meetings and issues pertaining to the represented area.
 - f. It complies with all applicable laws, ordinances and regulations including, but not limited to, statutes affecting non-profit corporations, employee/employer requirements, and land use and health codes.
 - g. It can show evidence of good-faith efforts to achieve reasonable representation on its governing Board of all racial and ethnic groups within the local housing site.
 - h. It agrees to participate in a mediation discussion or, if necessary, an arbitration hearing in the event of an unresolved dispute with the SFHA.

D. Procedure for Recognizing Resident Councils

1. Resident Council's seeking recognition shall submit a written request to the Administrator of the Customer Service Department. The request must contain the following information:
 - a. The official name of the established Resident Council.
 - b. The name, mailing address, and phone number of a designated Resident Council contact person.
 - c. A copy of the Resident Council by-laws.
 - d. The date of the most recent Resident Council Board election and the name and address of each Board member.
 - e. A description of how the election was conducted (e.g. efforts to achieve a balanced slate of nominees, the method of balloting, and the number of votes cast).
 - f. The transcript or minutes of all Board and general Resident Council meetings in the past 12 months.
 - g. A description of how residents are notified of meetings.
 - h. A letter signed by the Resident Council President certifying the Resident Council's willingness to enter into a mediation/arbitration process in the event of a dispute with the SFHA.
2. All decisions on recognition shall be made by the SFHA based solely upon the evidence required in C(1) and D(1).
3. The SFHA Director or designee shall inform the Resident Council requesting recognition of her/his decision within 30 days of receipt of all documentation required in

D(1). All such communications shall be in writing and include any and all reasons for denial of recognition, if appropriate.

4. Recognition shall remain in effect for a period not to exceed three (3) years. Resident Council's may renew their recognition by following the process outlined above.

5. In the case of disputes between two or more groups of local residents, all of whom request recognition as a Resident Council, the SFHA shall attempt to reach an amicable settlement among all parties.

6. If the SFHA is unsuccessful at reaching an amicable settlement among all parties, the SFHA Director or designee shall recognize the organization which most fairly and effectively represents residents of the development. Such decisions shall be based solely upon the criteria contained in Section C and information submitted according to the requirements of Section D.

Notice of such decisions, including an explanation of the facts of the case and the reasons for the decision, shall be submitted in writing to all resident organizations that have requested recognition, as well as all residents of the impacted development.

7. If no group satisfactorily satisfies the criteria for recognition, the SFHA shall order an election for Resident Council representatives to be held within 90 days. The SFHA shall inform all residents of the local development(s) of such a decision and the reasons thereof. Elections shall be supervised by an independent, disinterested party. No requests for recognition will be accepted by the SFHA until after such elections are held and a new Resident Council Board is constituted.

8. Upon receipt of notice of recognition, the SFHA and Resident Council shall execute the Memorandum of Understanding containing the responsibilities of both parties.

III. Conditional Recognition

The SFHA Executive Director may waive any of the provisions of Section C(1) and recognize a Resident Council for a period not to exceed one year upon submission by the Resident Council of a plan to meet the requirements of Section C(1).

IV. Withdrawal of Recognition

- A. The SFHA may decertify a Resident Council as an officially recognized resident organization only on evidence, with prior written notification, of failure to meet the criteria set forth in C(1).
- B. Prior to official decertification, the SFHA will issue a Notice of Intent to Withdraw Recognition and will include a statement of the reasons for this action.
- C. The Resident Council will have 60 days from the date of issue to take corrective action and respond to the notice.

-
- D. A final determination shall be made by the SFHA within 30 days of receipt of the Resident Council response to the withdrawal notice. Notice of a final determination shall be issued to the Resident Council in writing.
 - E. The written determination shall state that the determination made is the final administrative action, from which any appeal must be taken within 30 days of the date the notice is distributed or mailed.

V. Resident Management Corporations (RMC)

- A. It is the policy of the SFHA to support a Resident Council's expressed interest in establishing a Resident Management Corporation. Support may be extended in the form of technical assistance, training, or the provision of funds and/or equipment.
- B. Upon receipt of a management proposal from a Resident Management Corporation, the SFHA will enter into good-faith negotiations and shall make every reasonable effort to come to terms with the proposal as required in 24 CFR 964.27.

VI. Scope of Participation of Local Resident Organizations

Resident Councils may elect to participate in the administration of their housing program in the following areas:

A. Budgets

1. Upon receipt of a written request from a Resident Council, the SFHA shall furnish a copy of the appropriate operating budget proposed for the following fiscal year at least 14 days prior to AHFC Board action.
 2. Accompanying the proposed budget shall be an explanation of the procedure Resident Councils may follow to obtain further information or submit comments and recommendations.
3. The SFHA shall notify Resident Councils of any grant proposals received by the SFHA that might affect their local property and invite participation in the preparation of applications.

B. SFHA Policy Changes

1. Upon receipt of a written request from the Resident Council, the SFHA shall send notice of AHFC Board of Directors meetings to Resident Councils at least seven days in advance.
 2. The SFHA shall submit to Resident Council any proposed changes in policies that affect residents of a housing site, in accordance with HUD regulations.
3. Resident Councils may request meetings with SFHA representatives to discuss draft proposals or written comments. The SFHA Customer Service Administrator, or designee, shall schedule such meetings within 14 days of receipt of the request.

-
4. The SFHA shall issue final policy decisions to all Resident Councils, including a response to pertinent Resident Council comments. In addition, the SFHA may, at its discretion, notify all local residents, through newsletters or other special mailings, of policy changes having an impact on large numbers of residents.
 5. In situations where a Resident Council is beginning to organize or does not exist, the SFHA shall submit proposed policy changes to the Property Manager who shall be responsible for informing residents.

C. Redevelopment/Modernization

1. Each formally recognized Resident Council whose property is eligible for Capital Fund Program funding shall be invited to participate in an annual review process of the five-year plan. The SFHA shall recognize, in writing, all comments received from the Resident Councils when submitted in writing.
3. Affected Resident Councils shall be notified by the SFHA of the award of construction, architectural or engineering contracts, and all proposed construction schedules. Notification may consist of a written communication to the Resident Council president or a presentation at a Resident Council meeting.
4. Resident Councils may choose to be represented at pre-construction conferences.
5. The SFHA shall inform the appropriate Resident Council of approved emergency items affecting the life, health and safety of residents, including the scheduled start-up date for correcting the emergency and the division or department responsible for the work.
 6. Resident Councils have the right to inform the SFHA about any critical health, safety or energy work items that need to be addressed, whether or not a formal funding round for modernization has been announced.

D. Demolition or Disposition of Property

1. The SFHA shall notify a Resident Council in writing of its intent to demolish or dispose of real estate property owned by AHFC within its development, including a description and rationale for the proposed action.
2. The Resident Council may submit comments, including suggested alternatives, within 30 days of SFHA notification. The SFHA shall respond to such comments within 30 days. This process may be expedited at the discretion of AHFC.
3. Upon submission of a request for demolition or disposition to HUD, the SFHA shall notify the Resident Council that the submission has been made and that a complete copy of the request is available for review during normal working hours.
 4. The SFHA shall notify the Resident Council of the outcome of the SFHA demolition/disposition request.

E. Resident Employment

1. AHFC shall encourage qualified residents to apply for all permanent or temporary positions. AHFC shall give preference to qualified resident applications for any

position at the SFHA, consistent with collective bargaining agreements, equal employment laws and practices, and state and federal law.

2. The AHFC Personnel Department will notify the Resident Councils of permanent or temporary positions available at the SFHA, including job descriptions, qualifications, salary or wage information, application closing date and the person to whom applications should be directed. Such information will be posted in the local property office during normal working hours in a location readily accessible to residents.
3. The SFHA shall strongly encourage all general contractors engaged in construction and modernization work for the SFHA to train and employ Public Housing residents in accordance with, and to the greatest extent possible, consistent with applicable laws, rules and regulations adopted thereunder.

F. Management & Maintenance

1. The Director of Housing Operations shall notify Resident Councils of changes in the assignments of local Property Managers or the creation of new local manager positions.
2. Upon receipt of a written request from the Resident Council, the property manager, maintenance supervisor, and a representative from the Resident Services staff (if required) shall meet, at a time convenient for the Resident Council, to discuss local maintenance issues.

G. Community/Resident Services

1. Resident Councils have the right to review, comment on and evaluate the existing community/resident service programs (including staff performance) serving the residents of the Resident Council's housing site.
2. A Resident Council has the right to review and comment on the establishment of new services, the allocation of non-residential space for community/resident services programming, and long-range service delivery plans for residents of the Resident Council's housing site.
3. A Resident Council has the right to review and comment on funding proposals for community/resident service programs at the site it represents.

H. Requests for Information

1. The SFHA shall, upon request from a Resident Council, provide reasonable information which does not violate applicable confidentiality laws or regulations relating to the administration of the housing site the Resident Council represents.
2. All pertinent SFHA policy and procedure documents, including applicable HUD regulations, shall be made available for review by Resident Council's during normal working hours.

VII. FUNDS AND FACILITIES

A. Funds

1. The Resident Council shall provide the funds required to establish and maintain a viable council. The SFHA shall provide guidance and training to implement and audit an approved budget process.
2. Each Resident Council shall maintain its budget according to its bylaws. The SFHA reserves the right to examine and audit the financial records of any duly elected Resident Council.
3. Additional funds may be awarded by the SFHA, through a merit or competitive process, subject to availability of resources, to help fund eligible tenant initiatives programs.

B. FACILITIES

1. If requested, the SFHA shall strive to provide a Resident Council with reasonable office space. The SFHA reserves the right to require that Resident Council office space be located in non-residential space which conforms to all appropriate building codes.
2. Whenever practicable, AHFC will offer surplus equipment, furnishings and supplies to Resident Council's for use in conducting council business. Other services such as duplication, fax, and telephone shall be made available as needed and subject to funding availability.
3. The SFHA shall endeavor to make available common rooms for resident organization activities. Where such common rooms do not exist, the SFHA shall work with the Resident Councils to arrange for such meeting places, with the cost to be borne by the SFHA, according to available funds.

VIII. Resident Rights to Participate in Resident Councils

A. SFHA INVOLVEMENT

1. The SFHA shall encourage and assist residents in their organizing activities. The SFHA shall not in any way interfere with or discourage resident organizing activities, nor shall it seek to evict residents or take reprisals against residents for their activities of organizing, joining or participating in the activities of a Resident Council.
2. SFHA representatives shall refrain from attending any Resident Council meeting that has been called for the exclusive attendance of residents only.

B. Resident Council Communication

Resident Councils have the right to communicate with each other and distribute information to fellow residents without SFHA interference.

SAN FRANCISCO HOUSING AUTHORITY

APPENDIX: F

**FLAT RENT POLICY
(RESIDENT CHOICE OF RENT PAYMENT)**

San Francisco Housing, Authority

Resident Choice of Rent Payment

All resident households in San Francisco Housing Authority public housing units, shall pay as monthly rent either an income-based rent (30% of monthly adjusted income), a flat rent based on a reasonable fair market value of the units, or a minimum rent (if the household has no income) The Authority shall provide to each family residing in a public

housing dwelling unit the opportunity to elect annually whether the rent paid by such family shall be the income-based or the flat rent. The Authority may not at any time fail to provide both such rent options to any household residing in a Low-Income public housing unit. **(QHWRA; Section 523; (A)(i)]**

- A. The SFHA will establish flat rents for all dwelling units inventory wide. Fiat rents for a class of units will be based on the unit type, size, location and has an established reasonable market value.
- B. Flat rents will be calculated according, to reasonable market values as determined by the SFHA utilizing a comparison between the HUD established Section 8 Fair Market Rents (FMR) and the California Low-Income Tax Credit Rent schedules.

Flat Rents

1. Thee Authority adopts a two-tiered flat rent schedule. For newly constr4ed units, replacement housing, and completely rehabbed units finished after October 1, 1999, the flat rents will be set at the maximum rents determined by the California Law Income Tax Credit Program ("LIHTC") as indicated in SFHA Board Resolution 4826, which adopted flat rents for Bernal dwellings. The Authority will review the flat rent schedule annually to ensure its appropriateness. Flat rents will be adjusted to reflect the most recent Tax Credit rents as published by the California Low Income Tax Credit Program.

Flat Rents for new construction, replacement housing and complete rehabs after 10/1/99:

- 1 Bedroom- \$786.00
- 2 3 edrooms-\$931.00
- 3 Bedrooms- \$1,061.00
- 4 Bedrooms- \$1,172.00

2. For existing in the housing stock, the current "ceiling rents" will be retained on a transition currently

will be retained on a transitional basis for three (3) years. At that time, the Authority will adjust the ceiling rents to flat rents, based upon a reasonable market value for those units. [24CFR 5.603, 3.614; QHWRA; Section 523]

Flat Rents for All Other Public Housing, Unit5:

0	Studio-	\$347.00
1	Bedroom-	\$421.00
2	Bedrooms-	\$495.00
3	Bedrooms-	\$619.00
4	Bedrooms-	\$693.00
5	Bedrooms-	\$797.00

3. The Authority shall immediately provide for a family to switch to an income based rent instead of a flat rent amount upon the determination that the family is unable to pay the flat rent amount because of financial hardship, including:

- (i) 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;
- (ii) An increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education or similar items; and
- (iii) Such other situations as may be determined by the Authority. **[QHWRA; Section 523;C]**

For families electing the flat rent payment amount, the Authority shall review the income of such families not less than once every three (3) years. Families choosing to pay the income-based rent, shall continue to have a re-examination of income once every twelve (12) months. **[QHWRA; Section 523;E]**

C. Income -Based Rent

At the time of admission or the reexamination, all families shall be charged the greater of:

- 1. Thirty percent (30%) of the monthly adjusted income; or
- 2. Ten percent (10%) of the unadjusted monthly income.

All families shall be afforded the resident choice of rent payment and can choose to pay the lesser of the income-based rent or the established flat rent per the flat rent amounts. **[QHWRA; Section 523]**

D. Minimum Rent

The San Francisco Housing Authority has established \$25.00 as its minimum rent, in the event a family reports no income. The Authority is required to grant financial hardship status immediately, for a period of ninety (90) days to eligible families that can verify circumstances that make payment of the minimum rent a hardship. These hardships include situations in which the family income decreases due to changed circumstances, loss of employment, death, eviction as a result of non-payment of rent, awaiting an eligibility determination to receive federal, state or local assistance (this includes legal aliens entitled to receive assistance under the Immigration and Nationality Act), and other situations as determined by the Authority.

If a resident requests a hardship exemption that the Authority determines is temporary, an exemption for non payment of the minimum rent will not be granted during the 90 day period beginning on the day the request is made. However, a resident may not be evicted for nonpayment of rent during this 90-day period. If the hardship is reasonably determined to be long-term, the Authority must retroactively exempt the residents from the minimum requirement for the 90-day period. [**QHWRA; Section -407 (A)(B)**]

**SAN FRANCISCO HOUSING
AUTHORITY**

APPENDIX G:

Civil Rights Policy

CIVIL RIGHTS POLICY

The San Francisco Housing Authority is dedicated to providing quality, public affordable housing. Our goal is to create welcoming, secure communities for families, the elderly and disabled persons. We strive to prevent residents and guests from actions that could be considered civil rights incidents. We work diligently to create positive living environments to enhance the quality of life for our residents.

Each of our developments is a special place, reflecting the rich diversity in the experiences and backgrounds of our residents and the surrounding neighborhoods. We welcome people from many different walks of life and enjoy being part of their lives in a meaningful way by providing secure, comfortable housing. We encourage, celebrate, and value diversity in our communities.

We take pride in continually working to provide our residents with safe and sanitary housing within their financial means. We make every effort to provide the highest level of customer service and to be a good neighbor. We are a positive influence within the neighborhoods we serve and work to impact positively the lives of our residents and the surrounding communities.

It is the policy and duty of the San Francisco Housing Authority to administer all aspects of its housing program without regard to race, color, gender, religion, ethnicity or national origin, disability or sexual orientation. The San Francisco Housing Authority affirms that this Civil Rights Policy and the accompanying rules and procedures are intended to provide a process by which applicants, residents, and their visitors may report and seek redress from threats, harassment, violence or abuse while they are on San Francisco Housing Authority property.

Further, it is the policy of the San Francisco Housing Authority to comply with all applicable laws relating to Civil Rights, including:

- The Federal Fair Housing Act (formerly Title VIII of the Civil Rights Act of 1968)
- Section 504 of the Rehabilitation Act of 1973 (federal)
- Title II of the American with Disabilities Act of 1990 (federal)
- Title VI of the Civil Rights Act of 1964 (federal)
- The Fair Employment and Housing Act (State of California)
- Any applicable local San Francisco Ordinances

Moreover, residents of the San Francisco Housing Authority are entitled to be free from unlawful discrimination. To ensure the success of this policy, the Commission specifically declares that this Civil Rights

Policy augments and supplements the San Francisco Housing Authority Dwelling Lease, Section 13 (L), which states: “to assure that all Household members, guests, or other persons under the Tenant’s control, shall not engage in: (1) any activity that threatens the health, safety or the right to peaceful enjoyment of any of the premises of other residents or SFHA employees...”.

Consistent with this policy, alleged civil rights violations will be promptly reviewed and rapidly addressed. Violations of the San Francisco Housing Authority dwelling lease, as augmented and supplemented by this policy, could result in action, up to and including eviction, against those found violating the lease or this policy.

RULES AND PROCEDURES

I. Overview

The San Francisco Housing Authority will ensure that anyone who believes that he/she has been victimized by an alleged discriminatory act in violation of his/her civil rights is strongly encouraged to report the incident to the SFHA. The SFHA has established a procedure for this reporting to occur. An ensuing investigation will document the alleged act of discrimination along with appropriate recommendations and/or remedies.

II. Guidelines

A. Compliance with Civil Rights Laws

The Federal Fair Housing Act (formerly Title VIII of the Civil Rights Act of 1968)

Section 504 of the Rehabilitation Act of 1973 (federal)

Title II of the American with Disabilities Act of 1990 (federal)

Title VI of the Civil Rights Act of 1964 (federal)

The Fair Employment and Housing Act (State of California)

Any applicable local San Francisco Ordinances

B. Tenant Certification of Civil Rights Policy

All tenants will certify that they have read, understand, and agree to comply on behalf of themselves, all members of their household, any guests, and any other persons under their control with the SFHA Civil Rights Policy. The Civil Rights Policy will be read and explained to the tenant prior to certification. Non-english speaking tenants will receive a copy of the Civil Rights Policy and the Tenant Certification in their respective language. This certification will take place at the time of admission into any housing unit under the jurisdiction of the SFHA.

C. Confidentiality

Information and documents received during any administrative inquiry conducted by the SFHA will be kept confidential to the extent required by law. Individuals shall be entitled to copies of their own affidavits or other documents they signed. Federal, state, and local law enforcement agencies, including civil rights agencies, shall be provided with such information and documents as is authorized by law. No retaliatory action will be taken against any person for having reported an alleged civil rights violation or for having aided or encouraged a person to report a civil rights violation or for having assisted in the investigation of such a report.

D. Identifying a Civil Rights Incident

1. In the event of an emergency, 911 is to be called immediately.
2. Any person (employee or tenant) learning of an incident involving threats, harassment, violence or abuse must report it immediately to the Office of Civil Rights Inquiries (415) 715-3190, (fax) 715-3102. The Office of Civil Rights Inquiries will make the determination as to whether or not a civil rights incident has occurred.

E. Civil Rights Information Telephone Line

A non-emergency 24-hour telephone information line has been established for the sole purpose of receiving reports of alleged incidents of civil rights violations at public housing developments. This telephone number is clearly posted in all housing development offices and community rooms.

F. Response Procedures

The SFHA will conduct an Administrative Inquiry whenever an alleged civil rights violation is reported. The following guidelines will be observed:

1. Identify emergency situations and get immediate police or other assistance.
2. Complete Incident Report Form and give copy to tenant. Determine the facts and circumstances surrounding the incident and prepare a report detailing the incident including any recommendations. The following factors should be considered in the administrative inquiry:
 - a) The identity of the offender(s)
 - b) The nature of the incident
 - c) Did the offender act with a bias motive or intent?
 - d) Has the offender committed prior acts of misconduct?
 - e) Are reliable and credible witnesses available to support the contention of the alleged civil rights violation
 - f) Are there any special handicaps or mitigating circumstances
 - g) Whether a household member who committed the act is of a young age
 - h) Whether the tenant took steps to prevent the household member's conduct
 - i) The seriousness and circumstances of the incident
3. Request a copy of the SFPD incident report, if available.
4. Inform the tenant of his/her right to file a complaint with the US Department of Housing and Urban Development and the San Francisco Human Rights Commission.

G. Log Book Entry

A master Log Book for Alleged Civil Rights Incidents will be maintained by the SFHA. The Log Book will contain the following information on all incidents:

- (1) file number
- (2) name, address and telephone number of tenant
- (3) description of the nature of the complaint; and
- (4) name and address of the offender(s), if known.

H. Records

All records will be preserved for a period of no less than five (5) years following the date of the incident.

**Standard PHA Plan
PHA Certifications of Compliance**

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:
Board Resolution to Accompany the *Standard Annual, Standard 5-Year/Annual, and
Streamlined 5-Year/Annual PHA Plans***

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the Standard Annual, standard 5-Year/Annual or streamlined 5-Year/Annual PHA Plan for the PHA fiscal year beginning 10/1/05, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
7. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's MTCIS in an accurate, complete and timely manner (as specified in PIH Notice 99-2);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 5 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low- or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA has submitted with the Plan a certification with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.
12. The PHA has submitted with the Plan a certification with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.

13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 105(a).

15. The PHA will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58.

16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.

17. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.

18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.

19. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).

20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.

21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.

San Francisco Housing Authority
PHA Name

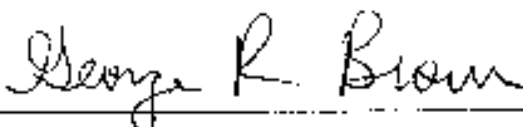
CA001
PIIA Number/PIA Code

Standard PHA Plan for Fiscal Year: 2006

Standard Five-Year PIIA Plan for Fiscal Years 2005 - 2009, including Annual Plan for FY 2006

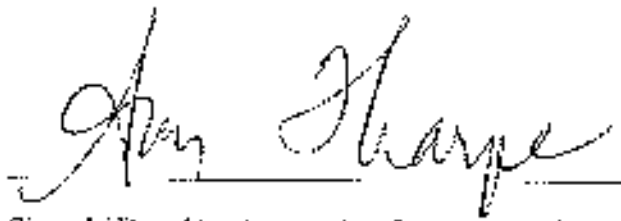
Streamlined Five-Year PIIA Plan for Fiscal Years 20 - 20 , including Annual Plan for FY 20

I hereby certify that all the information stated herein, as well as any information provided in the accompanying documents, is true and accurate. Warning: FTD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
George R. Brown	President, SFHA Commission
Signature	Date
X 	6/23/05

**Certification by State or Local Official of PHA Plans Consistency with
the Consolidated Plan**

I, Amy Sharpe the Director of Planning and Monitoring, MOH certify
that the Five Year and Annual PHA Plan of the SAN FRANCISCO HOUSING AUTHORITY is
consistent with the Consolidated Plan of CITY & COUNTY OF SAN FRANCISCO prepared
pursuant to 24 CFR Part 91.



Signed / Dated by Appropriate State or Local Official

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

SAN FRANCISCO HOUSING AUTHORITY

Program/Activity Receiving Federal Grant Funding

2005 CAPITAL FUND PROGRAM

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees --

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will --

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above. Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

LIST OF SITES ATTACHED

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompanying herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(16 U.S.C. 2601, 2612, 1012 31 U.S.C 3729, 3632)

Name of Authorized Official

GREGG FORTNER

Signature

X

Title

EXECUTIVE DIRECTOR

Date

6/23/05

**Certification of Payments
to Influence Federal Transactions**

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Applicant Name

SAN FRANCISCO HOUSING AUTHORITY

Program/Activity Receiving Federal Grant Funding

2005 CAPITAL FUND PROGRAM

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

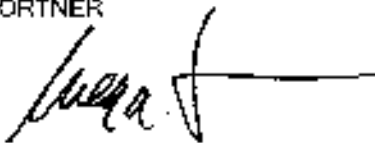
I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

GREGG FORTNER

Signature



Title

EXECUTIVE DIRECTOR


Date (mm/dd/yyyy)

06/23/2005

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency: U.S. DEPARTMENT OF HOUSING AND URBAN DEV	7. Federal Program Name/Description: 2005 CAPITAL FUND PROGRAM CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ 14,000,000	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): NONE	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): Signature:  Print Name: GREGG TORNER Title: EXECUTIVE DIRECTOR Telephone No.: (415) 554-1296 Date: 06-23-05	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a required representation of lobbyist activity which will be made available to the public upon request. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semi-annually and will be available to the public. Any person who fails to file the required disclosure will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Federal Use Only:		Authorized for Local Reproduction Standard Form L.L.L. (Rev. 7-87)



SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • (415) 554-1200

July 15, 2005

Stephen Schneller, Director
Public and Indian Housing
U.S. Department of Housing and
Urban Development, Region IX
600 Harrison Street
San Francisco, CA 94107-1300

Re: San Francisco Housing Authority's (SFHA) 2006 Annual Plan

Dear Mr. Schneller:

The San Francisco Housing Authority has enclosed the following required original documents for your review and approval:

- FY 2006 Annual Plan
- Five-Year Plan
- 2005 Capital Fund Program Annual Submission

If you have any questions, please call Naja W. Boyd, SFHA's Deputy Executive Director, or me at 415-554-1296. For questions about SFHA's Capital Fund Program please call Barbara T. Smith, SFHA's Administrator for Housing Development and Modernization, at 415-715-3220.

Sincerely,

Gregg Fortner
Executive Director

RESOLUTION NO: 5221
DATE ADOPTED: 6/23/05

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO SUBMIT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) THE AUTHORITY'S ANNUAL PLAN AS MANDATED BY SECTION 511 OF THE QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) adopted the Quality Housing and Work Responsibility Act (QHWRA) of 1998; and

WHEREAS, Section 511 of the Quality Housing and Work Responsibility Act mandates that a public housing authority to submit an annual plan seventy-five days before the end of its fiscal year; and

WHEREAS, the San Francisco Housing Authority recognizes the need to comply with the QHWRA mandate; and

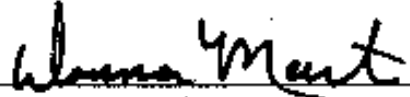
WHEREAS, the SFHA held public meetings on April 16, 2005, and June 15, 2005, regarding its Annual Plan;

NOW, THEREFORE BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Board of Commissioners has reviewed the Annual Plan and approves it as presented.
2. The Executive Director is authorized to submit the Annual Plan to HUD as required under the QHWRA.

APPROVED AS TO FORM AND LEGALITY:

REVIEWED BY:



Donna Martin
General Counsel



Gregg Fortner
Executive Director

6/20/05

Date

6/20/05

Date