



**AFFIRMATIVE FAIR HOUSING MARKETING & MANAGEMENT PLAN & RESIDENT SELECTION CRITERIA**

Updated July 2025

**PROPERTY OVERVIEW**

**PROJECT DESCRIPTION**

The Phoenix project (the “Project”) will be a 101-unit affordable apartment building, located at 811 and 821 Pine Street Oakland CA 94607 in the West Oakland neighborhood. The Phoenix site is bordered by 9th Street to the north, Frontage Road and Interstate 880 (I-880) to the west, Shorey Street to the south, and Pine Street to the east. It is within Opportunity Area 2 (7th Street) under the West Oakland Specific Plan.

The Project is an affordable permanent rental housing community for extremely low-income to moderate income households.

**REFERRAL UNITS**

Designated Supportive Housing Units for Individuals Experiencing Homelessness

Fifty (50) apartments at this property are set aside for individuals who are experiencing homelessness or chronic homelessness and meet certain health and service eligibility criteria. These apartments are intended for residents who:

1. Have high medical or behavioral health needs;
2. Are eligible for or currently receive Medi-Cal;
3. Qualify for services that help people stay housed; and
4. Are likely to experience improved health through supportive housing.

These homes are part of a special program to support those with the greatest needs. To live in one of these apartments, individuals must be referred through Alameda County’s Coordinated Entry System (CES), managed by the Health Care Services Agency (HCSA). This system helps match people to housing and services based on their level of need and eligibility.

To be considered for one of these units, individuals must:

- Enter the Coordinated Entry System through an access point in Alameda County,
- Meet all eligibility criteria set by the County,
- And be referred directly through the CES process.

A "Qualified Resident" under this program may include individuals who receive government benefits such as SSI/SSP (Supplemental Security Income/State Supplementary Payment) or CAPI (Cash Assistance Program for Immigrants) and require the support services provided in the housing. However, individuals already receiving services through a regional center are not eligible under this definition.



If you or someone you know may qualify, please visit an access point through the Coordinated Entry System for assessment and referral.

### **Regarding Rental Assisted Subsidy units, the following preferences apply**

1. For applicants who live or work in the City of Oakland at the time of the application interview and/or applicants that **lived or worked in the City of Oakland** at the time of submitting their initial application and can verify their previous residency/employment at the application interview, qualify for this preference.
2. For applicant **families with two or more persons; or a single person applicant that is 62 years** of age or older, and/or a single person applicant with a disability;
3. For **veterans** and active military personnel; and
4. Applicant families that are homeless at admission based on the **McKinney Vento Act** definition. Includes individuals and/or households fleeing or attempting to flee a domestic violence or stalker situation (See Addendum for McKinney Vento Act definition of homelessness.)
5. Any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions in the individual's or family's current housing situation, including where the health and safety of children are jeopardized, and who have no other residence and lack the resources or support networks to obtain other permanent housing is considered homeless.

### **Definitions for Referral Units**

Target Population as defined by the California Department of Housing and Community Development, the Target Population includes individuals who are experiencing homelessness or chronic homelessness and meet the following criteria:

1. They are high users of healthcare services at the time of eligibility;
2. They are eligible for or currently receiving Medi-Cal;
3. They qualify for supportive services that promote housing stability; and
4. They are likely to see improved health outcomes through placement in supportive housing.

Qualified Resident as defined by the California Department of Social Services and California Welfare and Institutions Code Section 18999.97(e), a Qualified Resident is:

- An individual receiving **Supplemental Security Income/State Supplemental Payment (SSI/SSP)**, or
- An individual receiving **Cash Assistance Program for Immigrants (CAPI)**,
- Who also requires the level of care and supervision typically provided in licensed supportive housing.



**Note:** Individuals receiving services through a regional center are **not** considered Qualified Residents under this definition.

### Non-Referral Units & Lottery-Based Application Process

The remaining forty-nine (49) units are Non-Referral Units and are not accessed through the Coordinated Entry System (CES).

These units will be filled through a lottery-based application process. Applications will be selected from a waiting list that is created through this lottery. Priority will be given to individuals who **live or work in the City of Oakland**.

Please refer to the preference criteria outlined below for more details.

### How to Apply for Non-Referral Units

The housing listing will be published on the following platforms:

- [Alameda County Housing Portal](#)
- [Eden I&R / 211 Housing Database](#)

To be considered for the lottery, applicants must complete an application during the open application period. Applications can be submitted by visiting the "**How to Apply**" page at [EBALDC.org](http://EBALDC.org) or directly through <https://ebaldcphoenix.securecafe.com/onlineleasing/phoenix2/guestlogin.aspx>

once available.

If you are unable to access or complete the online application, you may contact our leasing office to request a **reasonable accommodation or modification** during the published open lottery period.

### The following preferences apply For NON-Project-Based Section 8 units

1. Households displaced by City of Oakland code enforcement or redevelopment actions which, when referred by the City of Oakland, the Project shall rent the next available Assisted Unit to the household irrespective of waiting lists if the household is otherwise eligible for occupancy in the Assisted Unit. For purposes of this Section, a "displaced household" means a household in which a least one adult member has been displaced from a housing unit in Oakland as a result of any of the following:
  - a. City code enforcement activities, if the displacement has occurred within one year prior to the date of application.
  - b. A City-sponsored or City-assisted development project, if the displacement has occurred within one year prior to the date of application.



- c. A "no fault" eviction from a rental unit in Oakland, if the eviction was completed eight (8) years or less prior to the date of application. For purposes of this paragraph, a "no fault" eviction means an eviction that is evidenced by an eviction notice from the property owner that does not state cause and that gives the tenant thirty (30) days or longer notice to vacate the unit; a "no fault" eviction shall include, but not be limited to an eviction as a result of an owner move-in under Municipal Code Subsection 8.22.360.A.8. or 8.22.360.A.9., owner repairs under Municipal Code Subsection 8.22.360.A.10., or owner removal of the unit from the rental market under Municipal Code Subsection 8.22.360.A.11. or Municipal Code Chapter 8.22, Article III, but shall not be limited only to evictions from units that are covered by any of the above laws. This preference shall apply to the initial rental or sale of a project unit and any subsequent rental or sale of a unit during the applicable affordability period established by the City.
2. Households who are neighborhood residents. For purposes of this Section, a "neighborhood resident" means a household with at least one adult member whose principal place of residence on the date of application is either within the Council District where the project is located or within a one-mile radius of said project.
3. Oakland residents and Oakland workers. For purposes of this Section, an "Oakland resident" means a household with at least one adult member whose principal place of residence on the date of application is within the City of Oakland. An "Oakland worker" means a household with at least one adult member who is employed by an employer located within the City of Oakland, owns a business located within the City of Oakland, or participates in an education or job training program located within the City of Oakland. This preference shall apply to the initial rental or sale of a project unit and any subsequent rental or sale of a unit during the applicable affordability period established by the City.
4. Household with at least one member who is currently an Alameda County resident or County worker

All preferences noted above require appropriate documentation.

### Supportive Services

Abode Services will manage referrals for all homeless-dedicated units at The Phoenix through Alameda County's Coordinated Entry System, known as HomeStretch.

These units will be prioritized for individuals who are:

1. Experiencing homelessness or chronic homelessness;
2. High-cost users of the health care system at the time of eligibility;
3. Enrolled in Medi-Cal or eligible for Medi-Cal;
4. Eligible for services that promote housing stability; and
5. Likely to improve their health outcomes through supportive housing.



Residents must meet the definition of a “Qualified Resident” as established by the California Department of Social Services, defined in Welfare and Institutions Code Section 18999.97(e). This includes recipients of:

- Supplemental Security Income/State Supplementary Payment (SSI/SSP)
- Cash Assistance Program for Immigrants (CAPI)

...who also require the care and supervision provided by a licensed supportive housing provider. This definition excludes individuals receiving services through a regional center.

Abode Services will provide voluntary, on-site wraparound services to all residents, including:

- Case management
- Service coordination
- Health and wellness support
- Housing stabilization planning

Services are provided using a Harm Reduction model and are tailored to each resident’s individual goals and needs.

### **Programs & Funding Sources**

The Project and all its units are subject to the regulations of the following programs and funding sources:

- Rental Assistance Subsidy governed by the policies of the Oakland Housing Authority (OHA) and the Section 8 Project-based voucher program
- City of Oakland under Housing & Community Development Department
- State of California Department of Housing & Community Development Department

### **Qualifying for Admission**

Based on the property’s regulatory agreements, ineligible applicants may not be admitted into the housing program.

In order to be eligible, an applicant household must meet the following:

- a. The head-of-household must be 18+ years or older;
- b. The household must meet all applicable program requirements according to the unit designation;
- c. The household’s annual income must meet program income requirements, which are:



**RENTS based on Oakland 2025 Rent Limit and Minimum Income**

AMI	Unit Size	Max Rent	Min Annual Income
30	0	765	\$21,857
30	1	811	\$23,171
30	2	952	\$27,200
50	0	1324	\$37,829
50	1	1410	\$40,286
50	2	1671	\$47,743

**Maximum Income limits Based on Household Size based on:**

Alameda County	One Person	Two Person	Three Person	Four Person	Five Person
50% Income Level	\$55,950	\$63,950	\$71,950	\$79,900	\$86,300
30% Income Level	\$33,570	\$38,370	\$43,170	\$47,940	\$51,780

Rents, Minimum and Maximum income limits are subject to change

**Site-Based Waiting List and Application Instructions**

The site will maintain one site-based waiting list for all units, including Section 8 units. Applications will be selected from a waiting list initially established through a lottery.

The housing listing will be published on <https://housingbayarea.mtc.ca.gov> and on the Eden I & R Housing database / 211 referral through website: <https://achousingchoices.org>

If you are unable to access or complete the application through the online portal, you may contact our leasing office at (510) 306-1621 to request a paper application. While paper applications may be requested as a reasonable accommodation or modification, they are also available to all applicants during the published open lottery period. Paper applications can be picked up and dropped off in person at the property. Please ensure that all paper applications are submitted by the deadline indicated in the lottery announcement.

Unless otherwise stated in the plan, the term "Owner" will refer to Phoenix 801 Pine, LP. The term "Agent" will refer to East Bay Asian Local Development Corporation (EBALDC) and the term "Project" will refer to the Phoenix.

**PURPOSE OF AFFIRMATIVE FAIR HOUSING MARKETING PLAN**



The purpose of this Affirmative Fair Housing Marketing Plan is to help applicants offer equal housing opportunities regardless of race, color, national origin, religion, sex, familial status, or disability. The Affirmative Fair Housing Marketing Plan helps effectively market the availability of housing opportunities to individuals of both minority and non-minority groups that are least likely to apply for occupancy.

**a. Fair Housing and Non-Discrimination Policy**

This property follows all federal, state, and local laws that protect individuals from housing discrimination. We do not discriminate based on race, color, religion, gender, age, sexual orientation, disability, immigration status, source of income, or other protected characteristics.

We welcome applicants with housing vouchers and do not require disclosure of immigration status unless required by law.

This Project will comply with all federal, state, and local fair housing and civil rights laws, as well as all equal opportunity requirements during marketing, lease-up, and ongoing operations. Specifically, the Project is committed to complying with:

- Title VI of the Civil Rights Act of 1964
- Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974)
- Federal Fair Housing Amendments Act of 1988 (42 U.S. Code §§ 3601–3619, 3631)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- California Fair Employment and Housing Act
- The Unruh Civil Rights Act
- California Disabled Persons Act
- Government Code § 11135

All other applicable federal, state, and local non-discrimination laws

The Project does not discriminate against any person on the basis of actual or perceived race, color, religion, creed, national origin, ancestry, age, familial status, sex, marital status, domestic partnership status, sexual orientation, gender, gender identity or expression, genetic



information, physical or mental disability (including cognitive, developmental, or emotional disability), HIV/AIDS status, medical condition, source of income, immigration status (unless required by federal law), military status, veteran status, experience of homelessness, history of involvement with the justice system, status as a survivor of domestic violence, or any other arbitrary or legally protected status.

The Project will not discriminate based on an applicant's receipt of or eligibility for housing assistance, including Section 8 or other forms of rental subsidies. Such applicants must meet all other applicable eligibility requirements, except minimum income thresholds, which are not applied to subsidized applicants.

The Project will comply with California law prohibiting landlords from requiring applicants or residents to disclose or certify immigration or citizenship status unless required by federal law.

All employment and rental advertisements will display appropriate Equal Opportunity logos and language, and Fair Housing posters will be displayed prominently in the leasing office in compliance with the Agent's Limited English Proficiency (LEP) and Language Access Plan.

Full documentation of marketing and outreach efforts will be maintained throughout the leasing process.

**b. Accessibility and Accommodations**

We provide reasonable accommodations and modifications for applicants and residents with disabilities. This includes alternative formats, assistance during the application process, and prioritization for accessible units.

All housing policies will be applied fairly and with flexibility to remove barriers and ensure equal access.

Application materials will include notice of applicants' rights to request reasonable accommodations or modifications and to appeal adverse decisions. All background information, including rental, credit, and criminal history, will be reviewed in accordance with fair housing standards and the Project's commitment to providing housing opportunities to persons facing systemic barriers.



The Project aligns with Housing First principles, meaning applicants will not be denied housing solely on the basis of past circumstances such as poor credit, eviction history, or past justice system involvement unless such issues present a current, unmitigated risk to the health and safety of others or the property.

Applicants will be provided an opportunity to submit mitigating information, including evidence that past behavior was related to a disability, and may request reasonable accommodations. When evaluating screening information, the availability of supportive services that promote housing stability will be considered. Screening decisions will be made on a case-by-case basis in support of low-barrier access to housing.

The Agent will evaluate each applicant's individual circumstances and allow the use of alternative forms of verification (e.g., third-party attestations, service provider statements). Reasonable accommodations and modifications will be provided upon request and verified necessity to ensure equal access to housing.

Households that require accessible features will receive priority for accessible units. If an accessible unit is offered to a household that does not require the accessibility features, that household may be required to transfer to a non-accessible unit if a qualified applicant in need of accessibility features applies.

Open houses, leasing offices, and marketing materials will be made accessible to persons with disabilities. Alternative communication methods (e.g., interpreters, Braille, large print, audio) will be made available upon request. Contact information for the designated Section 504 Coordinator will be made public and available to applicants.

**c. Marketing, Outreach, And Coordinated Entry Alignment**

The Project is committed to conducting affirmative marketing and outreach efforts that ensure equal access to housing opportunities regardless of race, ethnicity, language, or disability. Special marketing efforts will focus on persons or groups who are least likely to apply in the absence of such outreach, including communities that are historically underrepresented or underserved.

Marketing and outreach will include outreach to:

- Local civic and cultural organizations reflecting the diversity of the community



- Disability and senior advocacy groups
- Nonprofit and neighborhood-based agencies maintaining referral lists for below-market-rate housing

The Project may also receive referrals through the local Coordinated Entry System (CES), and will comply with the prioritization and referral protocols established by the Continuum of Care and local government partners.

Marketing materials announcing the opening of the waiting list will be published at least two (2) weeks prior to the opening and include placement in:

- The Oakland Post (African American newspaper)
- Craigslist (widely used online housing board)
- GoSection8 and/or Housing Authority website
- 2-1-1 Eden I&R
- City of Oakland Housing Resource Center
- EBALDC community listserv (14,000+ recipients) and/or postal mail to stakeholders
- Local community-based organizations and service providers

#### **d. HOTMA Compliance**

This property follows all rules under the Housing Opportunity Through Modernization Act (HOTMA). This includes:

- Verifying income and assets accurately and on time.
- Following HUD rules for rent calculation, recertification, and utility allowances.
- Not applying minimum income limits for households with housing subsidies.
- Keeping proper documentation to prove program eligibility.

This Project complies with all requirements of the Housing Opportunity Through Modernization Act (HOTMA), including but not limited to:

Accurate and timely verification of household income and assets

- Compliance with income determination, utility allowances, and tenant rent contributions as outlined in HUD's HOTMA Final Rule



- No application of minimum income requirements for households receiving housing subsidies
- Implementation of HUD-established limits on assets and recertification timelines

The Project will collect and maintain documentation consistent with HUD guidelines to ensure program eligibility and rent determinations meet HOTMA and other applicable program standards.

\*The target population, labeled as "All," includes individuals from a diverse range of ethnic backgrounds, including African American, Hispanic, White, Asian, and others.

Organization	Contact Email	Target Population
Abode Services	Bon-Neva Johnson	Homeless/HOPWA
Alameda County Department of Social Services	info@acgov.org	All
Building Opportunities for Self-Sufficiency (BOSS)	info@self-sufficiency.org	HOPWA, Homeless
Center for Accessible Technology	info@C4AT.org	Disabled
Center for Independent Living, Oakland	info@centerforindependentliving.org	Disabled
City of Oakland Library (main Library and branches)	engagement@oaklandlibrary.org	All
Creative Growth Art Center	info@creativegrowth.org	Developmental Disability
Deaf Counseling, Advocacy & Referral Agency	info@dcara.org	Disabled
Disabled American Veterans Office	Dav.vbaoak@va.gov	Disabled/Veteran
Downtown Senior Activity Center	DOSC@oaklandca.gov	Seniors
East Bay Asian Local Development Corp. / Eastlake Revitalization Initiative	communications@ebaldc.org	Asian
East Bay Asian Youth Center	info@ebayc.org	Asian
East Bay Housing Organizations	staff@ebho.org	All
Eastside Arts Alliance	eastsideculturalcenter@gmail.com	
Eden I&R	info@edenir.org; Bernstein, Barbara	All
Family Bridges Inc.	info@familybridges.org;	Family
Fruitvale Senior Center	seniors@unitycouncil.org; admin@unitycouncil.org	Seniors



# EAST BAY ASIAN LOCAL DEVELOPMENT CORPORATION

BUILDING HEALTHY, VIBRANT AND SAFE NEIGHBORHOODS

Intertribal Friendship House	IFHOAKLAND@GMAIL.COM	Native American
La Clinica de La Raza	VLujan@laclinica.org	Hispanic
Lao Family Community Development, Inc.	Judy Chan H2H Navigator@ Jchan@lfcd.org	Family
Larkin Street Youth Services	seskridge@larkinstreetyouth.org	TAY
Malonga Casquelord Arts Center (formerly the Alice Arts Center)	malongacasquelordcenter@gmail.com	All
Native American Health Center	NAHCmedia@nativehealth.org	Native American
Oaklanders Assistance Center	jcthomas@oaklandca.gov	All
Poor Magazine [a publication for Bay Area low-income artists]	poormag@gmail.com	All
Salvation Army	Renita.stewart@usw.salvationarmy.o	All
San Antonio Community Development Corp.	sacdc2228@gmail.com	All
Spanish Speaking Citizens Foundation	acontreras@sscf.org; mgaxiola@sscf.org	Hispanic
St. Anthony's Church	office@stanthony-maryhelp.org	All
The Cathedral of Christ the Light	cathedral@oaklanddiocese.org	All
St. Mary's Center	lfletcher@stmaryscenter.org	Seniors
Through the Looking Glass [support services for people with disabilities]	TLG@lookingglass.org	Disabled
United Seniors of Oakland & Alameda County	Mary.usoac@gmail.com	Seniors
Urban Promise (school)	Dr. David Ramirez david.ramirez3@ousd.org	TAY/Family
West Oakland Senior Center	wosc@oaklandca.gov	Seniors
World Institute on Disability	wid@wid.org	Disabled
Youth Employment Partnership	Matthew Barton mbarton@yep.org	Young Adults
The Black Panther Party Alumni	ap2tpcollective@gmail.com	African American
Roots Community Health	Naielah.howard@rootscommunityhealth.org	African American
Bethel Missionary Baptist Church	bethel6901@att.net	African American



EBALDC is committed to promoting equitable access to housing by applying Fair Housing, Fair Chance, Coordinated Entry, and Housing First principles throughout its marketing and leasing process. All outreach and application efforts are designed to reduce barriers, promote inclusivity, and reach those least likely to apply without special outreach.

To support this commitment:

a. Website Posting

EBALDC will maintain an announcement on its website ([www.ebaldc.org](http://www.ebaldc.org)) with comprehensive information about upcoming waiting list openings. This includes access to information flyers, pre-application forms, resident selection criteria, reasonable accommodation procedures, and details about the selection and lottery processes, if applicable.

b. Public Marketing and Advertising

Classified advertisements and public outreach materials will include key information such as:

- Property name and address
- Bedroom sizes and affordability types (e.g., Below Market Rate, Project-Based Voucher)
- Opening and closing dates/times for the waiting list
- Instructions for accessing and submitting pre-applications
- Instructions for requesting reasonable accommodations
- EBALDC's website for further information

c. Equal Opportunity Notices

All applications, flyers, and public materials will display the Equal Housing Opportunity logo and/or phrase, and the accessibility symbol and/or wording.

d. Accessibility and Reasonable Accommodation

All application materials will include the following statement:

"Persons with disabilities are encouraged to apply for housing at this property. All requests for reasonable accommodations will be considered." When units have accessible features, these will be noted in marketing materials. Qualified applicants who require such features will receive priority per applicable fair housing requirements.

e. Fair Chance and Housing First Policy Statement

As an EveryOne Home partner, we evaluate each applicant individually. We:



- Consider current ability to maintain housing, not just past history.
- Accept alternative documents when standard paperwork is not available.
- Allow applicants to explain past circumstances, including those related to disabilities.
- Offer reasonable accommodations where needed to ensure equal access to housing.

f. General Partner Marketing Efforts

The Project's General Partner may implement its own distinct outreach and advertising strategies in coordination with the Agent's broader marketing efforts.

g. Language Access and LEP Compliance

In compliance with EBALDC's Language Access Plan, marketing materials will be published in English, Chinese, and Spanish. Translation assistance or referrals to community-based organizations for language support will be available upon request.

h. Referral and Coordinated Entry Integration

When formal agreements exist with referring agencies (such as Coordinated Entry), referrals will be prioritized for designated units. Coordinated Entry referrals will be evaluated using Housing First principles, including minimizing preconditions to housing entry.

If a referral from a partner agency (not through Coordinated Entry) is not received within 45 days of the vacancy, we will begin selecting applicants from the general waiting list.

i. Insufficient Response to Openings

If waitlist openings do not generate enough eligible applicants for specific units, EBALDC will expand outreach through online platforms, listservs, and direct referrals from partner agencies and Housing Authorities. Such applicants may be considered for the current opening but will not be added to the general waiting list unless otherwise stated.

**e. Pre-Application Procedure**

- j. The Project will announce the opening of the pre-application period for units in accordance with the Marketing and Outreach Plan outlined above. The dates for application acceptance will be clearly advertised through accessible and multilingual channels.



- k. Clear instructions will be provided on how and where to obtain and submit a pre-application. Requests for alternative formats or submission methods will be considered and reasonably accommodated for individuals with disabilities, in accordance with Fair Housing and Section 504 requirements.
- l. Each household may submit only one pre-application. Duplicate applications from the same household may result in the rejection of all submissions from that household to ensure fairness and avoid system manipulation.
- m. Pre-applications must be complete, and must be signed and dated by an adult household member. Incomplete or unsigned pre-applications will not be included in the lottery and will be removed from the waiting list.
- n. All complete and timely pre-applications received during the announced application window will be randomly sorted through an electronic lottery process. This random sorting establishes the order in which applicants will be invited to move forward.
- o. After randomization, applicants may receive priority consideration if they meet certain unit-specific preferences (e.g., referral status, displacement, or local preference), in accordance with applicable funding program requirements and the project's selection criteria.
- p. For units that include accessible features, priority will be given to households with a verified need for those features. Appropriate documentation may be requested to ensure proper placement in compliance with fair housing and disability rights laws.

**Preferences for Section 8 Voucher Units:**

- a. Applicants who live or work in the City of Oakland at the time of the application interview and/or applicants that lived or worked in the City of Oakland at the time of submitting their initial application and can verify their previous residency/employment at the application interview, qualify for this preference.
- b. Applicant families with two or more persons; or a single person applicant that is 62 years of age or older, and/or a single person applicant with a disability;
- c. Veterans and active military personnel; and
- d. Applicant families that are homeless at admission based on the McKinney Vento Act definition. Includes individuals and/or households fleeing or attempting to flee a



- domestic violence or stalker situation (See Addendum for McKinney Vento Act definition of homelessness.)
- e. Any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions in the individual's or family's current housing situation, including where the health and safety of children are jeopardized, and who have no other residence and lack the resources or support networks to obtain other permanent housing is considered homeless.
  - f. For Project Base Section 8 units, if the applicant passes the Project's criteria, EBALDC will then submit a separate application and set of supporting documents to the Local Housing Authority. The local Housing Authority will then conduct a separate review process, based on its own screening criteria, to determine the applicant's eligibility. EBALDC provides applicant a pre-approval. Final approval is determined by the local Housing Authority.
  - g. For Project Base Section 8 units, Local Housing Authority will notify property management of the results of their screening process. Local Housing Authority also will notify the applicant, who will be required to fill out relevant paperwork and attend a briefing meeting. An applicant household will not be offered a unit until they have met all Section 8 program eligibility requirements and complete the entire eligibility process with Oakland Housing Authority.

**Non-Project Based Section 8 Units Preferences:**

- a. Households displaced by City of Oakland code enforcement or redevelopment actions which, when referred by the City of Oakland, the Project shall rent the next available Assisted Unit to the household irrespective of waiting lists if the household is otherwise eligible for occupancy in the Assisted Unit. For purposes of this Section, a "displaced household" means a household in which a least one adult member has been displaced from a housing unit in Oakland as a result of any of the following:
  - i. City code enforcement activities, if the displacement has occurred within one year prior to the date of application.
  - ii. A City-sponsored or City-assisted development project, if the displacement has occurred within one year prior to the date of application.



- iii. A "no fault" eviction from a rental unit in Oakland, if the eviction was completed eight (8) years or less prior to the date of application. For purposes of this paragraph, a "no fault" eviction means an eviction that is evidenced by an eviction notice from the property owner that does not state cause and that gives the tenant thirty (30) days or longer notice to vacate the unit; a "no fault" eviction shall include, but not be limited to an eviction as a result of an owner move-in under Municipal Code Subsection 8.22.360.A.8. or 8.22.360.A.9., owner repairs under Municipal Code Subsection 8.22.360.A.10., or owner removal of the unit from the rental market under Municipal Code Subsection 8.22.360.A.11. or Municipal Code Chapter 8.22, Article III, but shall not be limited only to evictions from units that are covered by any of the above laws. This preference shall apply to the initial rental or sale of a project unit and any subsequent rental or sale of a unit during the applicable affordability period established by the City.
- b. Households who are neighborhood residents. For purposes of this Section, a "neighborhood resident" means a household with at least one adult member whose principal place of residence on the date of application is either within the Council District where the project is located or within a one-mile radius of said project.
- c. Oakland residents and Oakland workers. For purposes of this Section, an "Oakland resident" means a household with at least one adult member whose principal place of residence on the date of application is within the City of Oakland. An "Oakland worker" means a household with at least one adult member who is employed by an employer located within the City of Oakland, owns a business located within the City of Oakland, or participates in an education or job training program located within the City of Oakland. This preference shall apply to the initial rental or sale of a project unit and any subsequent rental or sale of a unit during the applicable affordability period established by the City.
- d. All preferences noted above require appropriate documentation.

**PURPOSE OF THE RESIDENT SELECTION CRITERIA**



The Resident Selection Criteria helps ensure that residents are selected for occupancy in accordance with various affordable programs and established management policies.

### **1. Qualification Process**

The Agent will evaluate the individual circumstances of each applicant, will consider alternative forms of verification and additional information submitted by the applicant, provide reasonable accommodations when requested, if verified and necessary. Although applicants' screening history are verified and evaluated, the Agent considers circumstances that may have changed, and weighs current situations and expected future conditions in balance with past actions. Additionally, applicants will be made aware of their right to reasonable accommodation in cases where disability status is or was a contributing factor to poor rental history, credit, or other potentially disqualifying item in their history. Consideration also will be given to the presence of supportive systems and services (whether the applicant currently has support systems in place, as well as the availability of relevant supportive services on-site that might increase the likelihood of successful tenancy).

Until all items are verified, eligibility cannot be determined, nor any housing offered.

### **2. Leasing Management**

The Agent will maintain a site-based waiting List of interested households. Future vacancies are drawn from the Waiting List.

All pre-applications submitted within the advertised application period for all units will be assigned a reference number then randomly sorted, assigned a "lottery" number and placed on the Waiting List in the order of the "lottery" number.

After the initial opening of the Waiting List, the Waiting List will be closed to new pre-applicants. A notice will be prominently posted in the management /rental office or reception area, stating that the Waiting List is closed. The Waiting List will be opened again for specific bedroom-size when the number of pre-applicants on the Waiting List for that specific unit size is below three-times the total number of units of that size at the Project. Any re-opening of the Waiting List will comply with all marketing and leasing requirements. For units administered by the local Housing Authority, re-opening of the Waiting List will be announced on the Agent's website, the local



Housing Authority website, AffordableHousing.com, and Craigslist.com at least 10 business days prior to the date pre-applications will first be accepted.

When the Project's staff estimates that a unit may be available, staff will first identify whether any eligible households are in line to transfer to the unit. Such transfers will preempt use of the Waiting List. These include:

- a. Emergency transfers for victims of domestic violence, dating violence, sexual assault, or stalking, in accordance with the Agent's Violence Against Women Act (VAWA) Emergency Transfer Plan.
- b. Eligible transfers for Households with approved Reasonable Accommodations.
- c. Eligible transfers by current residents within the Project, as outlined in the Agent's Transfer Policy. (e.g., Household size no longer meets the minimum or maximum occupancy standards as outlined in Section X below.) No preference will be given to residents wishing to be relocated to other EBALDC community.

Units Requiring Referred Applicants: Referrals must be submitted by an agency that has a formal agreement with the Project to process qualified pre-applicants for specific programs. If no such referrals are available, the top eligible households on the waiting list for the upcoming unit will be invited for an interview and asked to provide updated information for eligibility determination. Applicants who fail to respond to leasing staff's contact attempts will be removed from the Waiting List after three contact attempts.

The order in which pre-applicants are contacted and invited to screen for current or upcoming vacancies will be determined by their position on the Waiting List and any eligibility requirements specific to the vacant unit. Once the interview and screening process begins, units will be offered on a "first qualified, first served" basis. If multiple applicants are screened and found eligible at the same time, units will be offered according to their position on the Waiting List.

The Waiting List will be updated every two years by sending an interest letter to each pre-applicant's last known mailing address or email address. Pre-applicants who fail to respond by the deadline indicated in the letter/email, or whose letters are returned as undeliverable by the Post Office, will be removed from the Waiting List.



Households are responsible for providing up-to-date contact information and any pertinent qualifying information in writing to the Agent and/or the Project.

### **Coordinated Entry Participation**

We partner with local Coordinated Entry Systems to prioritize housing for individuals and families experiencing homelessness or with special needs.

Referrals from coordinated entry are given priority and we work closely with service providers to ensure timely placements.

The Project participates in local coordinated entry systems to prioritize housing for the most vulnerable populations, including those experiencing homelessness, victims of domestic violence, and individuals with disabilities or other special needs. Referrals from these systems will be given priority placement on the Waiting List consistent with regulatory and program requirements.

The Agent will work collaboratively with local homeless services providers and referral agencies to ensure compliance with coordinated entry policies and timely housing placements.

### **3. Eligibility & Screening**

Based on the property's regulatory agreements, ineligible applicants may not be admitted into the housing program. Applicants must meet the following conditions: In order to be eligible for housing at the Project, pre-applicants must follow the pre-application process outlined above, as well as qualify under management criteria and program requirements Management applies the same screening criteria to all pre-applicants.

Eligibility qualifications include, but are not limited to, the following:

- a. For units in which applicants claimed a preference, eligibility must be verified during the screening process.
- b. The household income must not exceed the applicable Area Median Income (AMI), depending on the income restriction for the unit. Annual income may be below the program limits but not so low as to make payment of basic rent obligations impractical. However, a household does not need to have income to be eligible for assisted housing



programs that provide assistance to meet basic rent obligations through an assistance contract. (i.e. Section 8)

- c. Project-specific requirements. Apartments designated within the community for occupancy by a special population, such as elderly or disabled, may only be occupied by those households meeting the criteria for such designations.
- d. All adult members of the household must provide requested documentation and sign individual verification forms authorizing Agent to verify income, assets, and other applicable eligibility factors. Households must be appropriate to the size of the unit pursuant to the subsidy program guidelines.

EBALDC’s unit occupancy standards are as follows\*:

Unit Size	Minimum # of Persons	Maximum # of Persons
SRO	1	1
0 Bedroom	1	2
1 Bedroom	1	3
2 Bedrooms	2	5
3 Bedrooms	4	7
4 Bedrooms	6	9

\*In the event that a regulatory agency has set forth a more restrictive set of occupancy standards than those set forth by EBALDC, the more restrictive standards shall apply.

When the applicant’s name reaches the top of the Waiting List, the applicant will be contacted to schedule an interview. At the time of the interview, all adult members of the household must be in attendance. They will be asked to bring:

- Three full consecutive months of paystubs, if employed. Current award letter for any and all fixed income.
- Information on where to verify income sources and assets,



- Information on where to verify past three-year rental history. If homeless, information on where to verify homelessness and two non-family member personal references.
- Other documents or identification to determine household composition, income, and assets may be requested. Applicant may provide alternative documentation and/or requests for accommodation, with supporting documents, at this time.

During the interview, staff will clarify any information provided by the applicants and answer questions regarding admission procedures.

At the interview the following items must be completed and submitted by household to be considered:

- a. A full Rental Application;
- b. A Tenant Income Certification Questionnaire including student status questions;
- c. A Child/Spousal Support Affidavit completed by each adult.
- d. Applicant shall execute any releases and consents authorizing any private sources of income, or any federal, state, or local agency, to furnish or release to management such information as management and the applicable program regulations determine to be necessary.
- e. All income must be verified in writing by the income source and must be dated within 120 days of the move-in date.
- f. All assets, including bank accounts, will be verified in writing as appropriate for program requirements. If not required and household assets total less than \$51,600, all adult members of the household must sign affidavit(s) verifying household combined assets total less than \$51,600.
- g. A credit report indicating financial responsibilities, a comprehensive unlawful detainer report, and
- h. A criminal record search will be obtained for each adult applicant after receiving positive landlord/credit screen. All adult applicants must pay a background check fee when they attend the initial interview. This fee may be waived to comply with other program regulatory agreements such as households applying for units designated Section 8 Programs. EBALDC will only inquire about criminal backgrounds to the degree necessary to comply with Federal Law. Sex offenders for Admission to Public Housing (42 U.S.C Sec. 13663 (a)) and Ineligibility of Individuals Convicted for Manufacturing



**Methamphetamine on Premises of Federally Assisted Housing for Admission to Public Housing and Housing Choice Voucher Program (24 C.F. R. Sec. 982.553))**

Consistent with applicable federal, state, and local Fair Chance Housing laws and ordinances, criminal history screening will be conducted only after a conditional offer of housing has been made, except where required otherwise by law. Criminal history will be evaluated based on individualized assessments that consider the nature, severity, and recency of offenses, as well as their relevance to housing safety and risk to residents. Arrest records or expunged/ sealed convictions will not be considered.

Automatic disqualifications apply only to specific offenses mandated by law, such as manufacturing methamphetamine on the premises and lifetime sex offender registrations. All other criminal history will be weighed with mitigating factors and evidence of rehabilitation or changed circumstances.

The Agent and Project strictly prohibit discrimination against any applicant or resident based on race, color, religion, sex, sexual orientation, gender identity or expression, national origin, familial status, disability, marital status, source of income, or any other protected characteristic under federal, state, or local fair housing laws. All applicants will be evaluated fairly and consistently in accordance with these laws.

**Additional Screening for Project Based Voucher Units**

Applications will be screened for eligibility according to the guidelines by Oakland Housing Authority. EBALDC staff will collect the information required by local Housing Authority to determine eligibility and will transmit this information to the local housing authority. The local Housing Authority will perform a check to ensure the applicant is in good standing with the Housing Authority, meets their criminal background check (OHA only screens for Sex offenders and production of methamphetamine according to the Fair Chance Ordinance), meets immigration status and Social Security number requirements. The local Housing Authority will inform EBALDC once eligibility has been confirmed. Applicants must be deemed eligible by local Housing Authority in order to qualify for a subsidized unit.

**Social Security Number Requirements for Project Based Voucher units**



The regulation at 24 CFR 5.216 requires all applicants and tenants receiving assistance to disclose and verify their Social Security Number (SSN). Exceptions to this requirement include tenants who were 62 years of age or older as of January 31, 2010, whose initial determination of eligibility was completed prior to that date, and individuals who do not claim eligible immigration status. All other applicants and tenants must provide accurate and complete documentation of their SSN.

Applicants currently on or applying to the Waiting List do not need to disclose or provide verification of a SSN for all non-exempt household members at the time of application and for placement on the Waiting List. However, applicants must disclose and provide verification of a SSN for all non-exempt household members before they can be housed.

If all non-exempt household members have not disclosed and or provided verification of their SSNs at the time a unit becomes available, the next eligible applicant must be offered the available unit. The applicant who has not disclosed and or provided verification of SSNs for all non-exempt household members has 90 days from the date they are first offered an available unit to disclose and or verify the SSNs. During the 90-day period, the applicant may, at its discretion, retain its place on the Waiting List. After 90 days, if the applicant is unable to disclose and or verify the SSNs of all non-exempt household members, the applicant should be determined ineligible and removed from the Waiting List.

For children under the age of six without a SSN, the household is given 90 days in which to provide documentation of a SSN for the child. An additional 90-day period will be granted if the failure to provide documentations of a SSN is due to circumstances that are outside the control of the tenant.

Applicants must provide documentation of SSN's. Adequate documentation means a social security card issued by the Social Security Administration (SSA) or other acceptable evidence of the SSN as outlined in the Housing Choice Voucher Guidebook.

#### **Determination of Eligible Citizenship for Project Based Voucher**



Only U.S. citizens or eligible noncitizens may receive assistance under Section 8 programs. Assistance in subsidized housing is restricted to U.S. citizens or nationals and Noncitizens who have eligible immigration status as determined by HUD.

- a. All applicants for assistance must be given notice of the requirement to submit evidence of citizenship or eligible immigration status at the time of application. Staff must arrange to provide the notice in a language that is understood by the individual if the person is not proficient in English.
- b. All household members, regardless of age, must declare their citizenship or immigration status.
- c. Noncitizens (except those age 62 and older) must sign a Verification Consent Form and submit documentation of their status or sign a declaration that they do not claim to have eligible status. Noncitizens age 62 and older must sign a declaration of eligible immigration status and provide a proof of age document. U.S. citizens must sign a declaration of citizenship.
- d. A mixed household—a household with one or more ineligible household members and one or more eligible household members—may receive prorated assistance, continued assistance, or a temporary deferral of termination of assistance.
- e. Applicants who hold a noncitizen student visa are ineligible for assistance, as are any noncitizen household members living with the student.
- f. Staff generally considers citizenship/immigration status once for each household, but this must be done more frequently if immigration status or household composition is likely to change (e.g., when a household member applies for a change in immigration status).

#### **4. Holding Agreement**

Once the Agent has determined that the applicant meets all eligibility criteria for renting the unit—except for criminal background screening—the Agent will request the applicant to sign a Holding Agreement to reserve the unit and submit a deposit fee.

For non-Section 8 units, this deposit is equal to the first month's rent. For Section 8 units, the standard security deposit based on unit size will apply, provided it does not exceed the applicant's Total Tenant Payment (TTP). If the TTP exceeds the standard security deposit



amount, the applicant agrees to pay the TTP as the security deposit, consistent with Section 8 requirements.

The Agent accepts third-party promissory notes when provided to reserve units. A promissory note is a written commitment from the referring service agency stating that the deposit will be paid on behalf of the applicant.

The Holding Agreement secures the unit pending successful completion of all screening criteria, including criminal background checks conducted in accordance with Fair Chance Housing laws applicable in Oakland, San Pablo, and Richmond.

This holding deposit is non-refundable if the household decides not to proceed with moving in.

For Coordinated Entry referrals, the holding deposit is waived in exchange for a promissory note

### **5. Rejection & Appeal Process**

Applicants may be denied housing for the following reasons, subject to applicable laws and case-by-case review:

- a. Conviction for the production or manufacture of methamphetamine on the premises of federally assisted housing (applies to PBV units, including those in Oakland and Richmond).
- b. Any household member subject to a lifetime registration requirement under a state sex offender registry program. The Property Manager will screen all adult applicants through the sex offender registry for each state where they have resided (applies to PBV units, including Oakland and Richmond).
- c. Felony convictions within the past seven (7) years for violent or drug-related criminal activity, or other offenses that may pose a threat to the health, safety, or peaceful enjoyment of the premises by others, may result in denial. All such decisions will be made on a case-by-case basis with individualized consideration of mitigating circumstances, rehabilitation efforts, and current support systems. This criterion does not apply in jurisdictions with Fair Chance Housing laws, including Oakland and Richmond.
- d. Reasonable cause to believe a household member's behavior may pose a current threat to the health, safety, or peaceful enjoyment of the premises by others.



- e. Household income exceeds the maximum allowed by program regulations.
- f. An income-to-rent ratio exceeding 42% is required unless the applicant receives rental assistance. This requirement may be waived on a case-by-case basis, particularly when the applicant demonstrates a history of paying similar or higher rent with the same income. To support Housing First principles, income requirements will be applied flexibly and waived for households receiving subsidies or demonstrating recent rental success.
- g. Prior evictions or poor rental history will not automatically result in denial. The following apply:
  - Evictions older than five (5) years will not be considered unless a pattern of repeated evictions raises current tenancy concerns.
  - Evictions for non-payment will be evaluated considering current income stability and readiness to maintain housing; applicants may submit evidence of mitigating circumstances such as illness, income loss, or domestic violence.
  - Evictions related to criminal activity or safety concerns may be considered only if they occurred within the past five (5) years and pose a direct risk to resident safety. Criminal history–related evictions in Oakland and Richmond will be reviewed in full compliance with Fair Chance Housing laws.
  - Applicants are encouraged to submit documentation of participation in rental assistance or supportive service programs promoting housing stability.
  - Eviction of current residents will be pursued only as a last resort after efforts at mediation, support, and reasonable accommodation.
- h. Household composition does not meet established occupancy standards for the unit.
- i. Household does not meet specific eligibility criteria tied to the unit or program (e.g., MHSA, HOPWA, special needs housing).
- j. The Agent will screen landlord references covering the most recent two (2) years of rental history. A satisfactory landlord reference for multifamily housing typically includes:
  - Timely rent payments with no outstanding balances;
  - No violations of lease terms related to property damage or disturbances;
  - Compliance with community rules and policies;
  - No history of eviction proceedings initiated by the landlord.



- Negative landlord references may result in denial unless mitigating circumstances are accepted, consistent with Housing First and Coordinated Entry principles that prioritize minimizing barriers to housing.
  - For applicants experiencing homelessness or lacking verifiable rental history, the Project will obtain a homeless certification to verify housing status. In lieu of landlord references, applicants must provide two (2) non-related personal references who can attest to their character, reliability, and ability to maintain housing. This approach aligns with Housing First principles by using holistic evaluation and alternative information sources to support housing readiness.
- k. The applicant fails to provide the information required to establish eligibility or verification cannot be obtained through third-party sources. EBALDC will provide a 3-day pending notice at the initial interview, itemizing all outstanding documents or information required to complete the applicant's file. If the applicant does not respond within this timeframe, a second pending notice will be issued, providing additional opportunity to comply before removal from the process. EBALDC will make reasonable accommodations and consider individual circumstances—including disabilities and barriers to documentation—to maximize housing access and minimize unnecessary denials.
- l. Multiple applications submitted by the same household will result in disqualification of all applications submitted.

**The following circumstances may result in denial of an application or removal from the waiting list:**

- m. Failure to schedule or attend required interviews. Applicants must attend all scheduled interviews or provide timely notice to reschedule. Repeated failures may result in denial.
- n. Failure to present all adult household members. All adults in the applicant household must be present at the full household interview, or at another time approved by management.
- o. Demonstrated disruptive or anti-social behavior. A pattern of disrespectful, disruptive, aggressive, or anti-social behavior—either toward management, property staff,



- residents, or other applicants—may result in denial. This includes behavior exhibited during any interaction prior to move-in, or documented history of such conduct.
- p. Misrepresentation or withholding of information. Providing false, incomplete, or misleading information at any point during the application process is grounds for disqualification.
- q. Applicants may decline one (1) unit offer without losing their place on the waiting list. A second declined offer will result in removal from the list to ensure fair access for other applicants.
- r. Ineligibility due to full-time student status (LIHTC and applicable programs). A household comprised entirely of full-time students (grades K–12 and higher education institutions) is not eligible unless one of the following exceptions applies:
- At least one student receives assistance under Title IV of the Social Security Act (TANF);
  - At least one student was formerly in foster care;
  - At least one student is enrolled in a government-funded job training program (federal, state, or local);
  - The household is comprised of a single parent and their children, where neither the parent nor children are claimed as a dependent by another individual;
  - The household includes a married couple entitled to file a joint tax return.

Note: For LIHTC purposes, a full-time student is defined as a student enrolled full time for five or more months in the current calendar year. The five months need not be consecutive.

Applicant removals are tracked on the Waiting List and written notice will be sent advising applicants of their final eligibility status. All applicants will be advised that they may appeal the decision on their application and be given instructions and deadline to do so. The notice will include their right to request reasonable accommodation for a disability.

Applications rejected due to information obtained from the credit/background check will be notified per the requirements of the Fair Credit Reporting Act, Violence Against Women Act (VAWA), and Fair Chance Access to Affordable Housing Ordinance as set by municipalities. VAWA requires that Notice of Occupancy of Rights Under the Violence Against Women Act and Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation are provided. Fair Chance Access to Housing Ordinance requires instructions on



how to file a complaint with applicable city, list of local legal services, and any information received that is the basis of the decision.

If an application is rejected by the Agent or the Project, then a denial letter specifying the reason(s) for the denial will be mailed to the applicant. The applicant has 14 calendar days from the date of the letter to submit an appeal to the Agent. Any requests for a review of the decision must be written and must be accompanied by supporting documentation and/or information not previously submitted and which refutes the stated reason(s) for the rejection. If the applicant is not satisfied with the response to their appeal letter or if the applicant has a complaint regarding fair marketing and/or alleged discriminatory practices, the applicant may request further review from the Agent’s Section 504 Coordinator. If the applicant does not respond within 14 calendar days from the date of the denial letter, the file will be permanently closed.

#### **6. Race & Ethnic Data Collection & Reporting**

Any person who requests a pre-application during the open acceptance period shall receive a pre-application package containing an Instruction sheet, Pre-Application to including Reasonable accommodation/Mitigating circumstances notification, Supplemental to Application (HUD 92006), and Optional Race/Ethnicity. Upon applicant request EBALDC’s VAWA policy and Emergency Transfer Plan.

#### **7. On-Going Compliance Assessment**

The Owner/Agent will review the Affirmative Marketing Plan every five years and update as needed to ensure compliance. The advertising sources will be included in the review to determine if past sources should be changed or expanded.

The Owner/Agent will annually assess the success of affirmative marketing actions for the Project. If the demographic data of the applicants and residents vary significantly from the jurisdiction’s population data, advertising efforts and outreach will be targeted to underrepresented groups in an attempt to balance the applicants and residents with the demographics of the jurisdiction.

The Agent shall ensure, prior to the expiration date, households are recertified annually, based on the effective date of the initial certification, to determine continued eligibility. In the event



during the recertification process, it is determined that a household's income exceeds the income designation for the occupied unit, the Agent shall comply with the "next available unit" rule under Section 42 of the Code in renting additional units. The Agent shall notify the Owner in the event a tenant is determined to be over-income and coordinate with the Owner on steps to be taken to address the non-compliance.

#### **8. Record Keeping**

- a. Full documentation of all marketing and outreach efforts will be made throughout the marketing process.
- b. The Project shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information documents to demonstrate that the appropriate logo and language have been used. Additionally, Agent shall keep records of its activities in implementing the Affirmative Fair Housing Marketing Plan, including other community outreach efforts and its annual analysis, for at least five (5) years.
- c. The Project shall keep up-to-date records based on census data, applications, and records about tenant selection or rejection.
- d. The Owner/Agent shall provide regulatory agencies access to any pertinent books, documents, papers or other records, as necessary, for determining compliance with civil rights and nondiscrimination requirements.
- e. The Owner/Agent shall track and keep records of information regarding the location, description and number of vacant and occupied accessible units, as well as the success rate of renting units to people who need accessible units.
- f. The Owner/Agent shall document any reasonable accommodations made to, or requested by, pre-applicants/applicants or tenants during the reporting year
- g. The Owner/Agent shall track and keep records of race and demographic data of the applications.
- h. The Owner/Agent will maintain all Resident files throughout the entire term of tenancy on site and will store former resident files on-site for a minimum of six years after tenancy ends.



- i. The Owner/Agent will maintain records of all applicant or tenant complaints, investigations, and corrective actions.

## **9. Training**

The Owner and Agent shall provide property management staff with all relevant regulations and Fair Housing provisions. All property management staff shall be required to follow the procedures and policies adopted by the Owner and Agent.

On-site training programs may include marketing, outreach, data collection, reporting, and record keeping. Property management staff shall at least annually receive instruction regarding fair housing laws.

## **10. Privacy Policy**

It is the policy of the Agent to protect the privacy of all applicants and safeguard their personal information. Neither the Agent nor its employees or agents shall disclose any personal information contained in applicant records to any third party without the applicant's prior written consent. Information related to disability or disability status will be treated with strict confidentiality.

This Privacy Policy does not restrict the Agent's ability to collect information necessary to determine eligibility, calculate rent, assess suitability for tenancy, or to respond to requests for reasonable accommodations and/or modifications.

Furthermore, the Project ensures that all applicant information—including criminal history and disability status—is handled confidentially and in full compliance with Fair Chance Housing laws. Information collected for screening purposes will only be shared with authorized personnel or agencies on a need-to-know basis and only with the applicant's consent.

## **11. Regulatory Compliance**

The Project's compliance with applicable regulations and with regulatory agreements' requirements will be monitored on an on-going basis by Agent's compliance staff. Site staff will be adequately trained and will comply with the policies and procedures detailed in the manual prepared and maintained by Agent, in consultation with Owner as needed or appropriate.



All required reports will be prepared and submitted as detailed in the Project's regulatory agreements and upon request from the Owner.

### **12. Termination of Tenancies For Other Than Eviction**

The following are circumstances under which tenancy may be terminated without such termination being an eviction:

- a. Death of the sole resident of a unit;
- b. Release by the resident of the unit at the expiration of the term of tenancy;
- c. Abandonment of the unit by the resident, provided the housing sponsor complies with the provisions of Section 1951.3 of the Civil Code to establish such abandonment;
- d. Information given to the housing sponsor by the resident which fails to establish the resident's financial eligibility to remain in the resident's unit. Housing sponsor must give resident written notice of such termination pursuant to Section 1946 of the Civil Code.

### **13. Termination of Tenancy Through Eviction**

- a. During occupancy and upon issuance of a warning notice or notice of violation, the Manager will be available to meet with residents as necessary to review the Lease and House rules. Documentation of any such meeting will be kept in the resident's permanent file.
- b. Residents shall receive written notice of minor infractions of the Lease and House Rules. The initial notice shall advise residents that such infractions are violations of the Lease and/or House Rules. Management will advise residents that upon issuance of the third such warning notice for the same violation within one year, the resident will be served a 60-Day Notice of Intent to Terminate Tenancy.
- c. Major violations of the Lease will constitute material non-compliance and the resident will be subject to notification of the violation, notification of Intent to Terminate Tenancy and their right to grievance appeal procedures.

The following are the circumstances and procedures under which a tenancy may be terminated by eviction for "Good Cause":



- d. Failure by the resident to pay rent in a timely manner and/or failure to pay rent after a Three (3) Day Notice to Pay or Quit has expired;
- e. Failure or cessation by the resident to maintain financial eligibility to reside in the housing development;
- f. Intentional misrepresentation by the resident of any fact or failure by the resident to state any fact, which would affect the resident's eligibility or continuing eligibility to reside in the housing development;
- g. Repeated or serious failure by resident to properly use and operate all electrical, gas and plumbing fixtures and to keep them as clean and sanitary as their condition permits;
- h. Repeated or serious failure by resident to occupy the premises as the resident's sole abode;
- i. Resident's serious interference with the rights of other residents to exercise their rights as residents of the housing development;
- j. Resident, guest/visitor or family member willfully or intentionally destroy, deface, damage, impair or remove any part of the structure or dwelling unit of the facilities, equipment, or appurtenances thereon;
- k. Repeated or serious failure of the resident to comply with the established and approved House Rules and Regulations.

Under such termination and eviction procedures, the resident will first be warned in writing by the Agent that such "Good Cause" exists. If such conduct by the resident continues, the Agent will serve a sixty (60) day notice, in accordance with the California Code of Civil Procedure. Evictions will take place as a last resort.

#### **14. Rent Collection Policies & Procedures**

The resident orientation information (both written and oral) for the Project shall address rent collection policies and procedures. Such policies and procedures shall be consistent, easily understood, and firmly enforced. This information will be provided to all residents at move-in as well as to all management staff and the Owner.

It is established management policy that all rents are due on the first calendar day of each month. Rents will be paid at the Management Office of the premises. Rents must be paid by a



Household Member listed on the Lease in the form of a cashier's check, personal check or money order, or online through the Rent Café portal. No cash will be handled.

The Agent shall collect and record all rents, resident fees and charges and shall promptly deposit daily receipts to the appropriate project.

When possible, arrangements will be made to work out an individual rent payment problem. Up to one month of pre-payment to rents will be accepted. Any rent payment plans will be in writing and signed by the resident. Such documentation will become part of the resident's permanent file. All rent payment arrangements must have written approval by the Associate/Director of Property Management.

- a. All rent will be due and payable on the first (1st) calendar day of the month and no later than the fifth (5th) calendar day. Method, time and place will be made clear to the residents and will specify that payment is to be made and delivered to the Management Office either by cashier's check, personal check or money order or through the Rent Café resident portal. When rent is paid, the Agent will provide the resident with a receipt, upon request.
- b. Rents not received by the fifth (5th) calendar day of the month are considered late and a thirty-day notice to pay or quit will be served. Such notice shall be in accordance with the California Code of Civil Procedure. Management will subsequently provide a copy of this notice to the Project's Resident Service Coordinator who will outreach to the Resident, to assist with providing resources to rental assistance agencies or any other agencies and/or resources that may be relevant to the Household's specific situation.
- c. If the rent is not received and/or the resident has not met with the Agent to discuss a Payment Plan, prior to the expiration of the thirty-day notice, the Agent will inform the Property Supervisor who will authorize the retention of an attorney to pursue unlawful detainer actions. In commencement of any legal action for collection of rent, the Agent will comply with eviction and grievance procedures. Legal costs incurred in pursuing such action will be borne by the Project and shall be paid for out of the General Operating Account unless the Project is deemed the prevailing party and awarded such costs by the Court. If the case has been sent to the Attorney for legal proceedings, and through the decision of the Property Supervisor, legal proceedings have been



- withdrawn; it will be the responsibility of the resident to pay any legal costs in full within thirty days or via a legal stipulated payment plan.
- d. Partial rent payments (except for pro-rated rents involving a mid-month move in date) will not be accepted.
  - e. A late fee of \$15.00 will be charged in connection with any rent payment received after the fifth (5th) calendar day of the month during the month it is due. These late fees will be collected without exception.
  - f. A service fee of \$15.00 will be charged for returned checks. Following the occasion of a check being returned by the bank as insufficient, rent payment by cashier's check or money order will be required within a subsequent twelve-month period.
  - g. Rent collections shall be recorded in a computerized system that produces a receipt for the resident, a record on the resident's ledger card, and a permanent ledger entry.
  - h. A master "rent-roll" shall be maintained and regularly updated, indicating number, name of occupant(s), rental amount, any subsidy payment(s), and current payment status for each of the units in the Project and the vacancy loss for the current month.
  - i. Rent increases shall be anticipated as the needs of the Project dictate, in conjunction with the preparation of the Annual Operating Budget. The Agent's Property Management Team, in consultation with the Agent's Asset Management Team, shall prepare the Annual Operating Budget for the approval of the regulatory agencies.
  - j. Rent increases shall be implemented in conformance with the requirements of governing agencies. All rent increases and adjustments in the utility allowances will be presented to the Owner and governing agencies for approval. The resident will be served a 60-Day Notice of rent increase.
  - k. Residents shall be required to make a refundable security deposit. The amount of this deposit shall be equal to one month's rent. Residents with subsidy shall be required to make a refundable security deposit of a set amount as set by Owner/Agent or the greater total tenant payment as determined by the local housing authority.
  - l. At resident move-in, the resident and Agent will jointly perform a unit inspection and findings will be noted on the Unit Inspection Form.
  - m. Damages, repairs, and cleaning required above normal wear and tear will be charged back to the resident as they occur. Charges for these items will be at a rate that does not exceed the actual cost paid by the Agent for labor and materials. A current list of



- costs shall be maintained at the project and it shall reflect actual costs for repair, cleaning or replacement of items above normal wear and tear.
- n. When the unit is vacant, the Agent shall perform a move-out inspection to determine any damages to be corrected or cleaning necessary, over and above normal wear and tear, which shall be charged against the security deposit. The resident may, but is not required to, participate in this move-out inspection. The Move-out Inspection Form will be compared to the Move-In Inspection Form to determine the extent of resident-caused damages.
  - o. Within twenty-one days from the date of move-out, the Property Manager will complete a Security Deposit Disposition indicating:
    - Security deposit on hand;
    - Amount of rent or unpaid charges owing as of the date of the move-out;
    - Amount of damage or cleaning charges to be assessed;
    - An itemized list of work and costs will be attached to the forms.
  - p. The balance of the security deposit, after deduction for outstanding rent, charges, cleaning and damages, will be refunded to the resident within 21 days of returning possession of the unit.
  - q. The security deposit may not be used as payment of the last month's rent. Full month's rent of the last month must be paid as per the lease agreement, on the first of the month and no later than the fifth calendar day of the month. The unused rent (pro-rated from day of move-out, will be refunded with the security deposit less any damages and/or unpaid rent/charges owed, if any.)

### **15. Maintenance, Repair & Security**

Plans for carrying out an effective Maintenance and Repair program:

- a. Prior to occupancy of the units, a complete walk-through or "punch-list" is made with the Agent to inventory the building systems and equipment, physical attributes, and conditions of the Project.
- b. A preventive maintenance program will be established for the Project's building systems and equipment;



- c. Preventive annual unit inspections will be conducted in order to ascertain the condition. Maintenance problems discovered during these inspections shall be handled according to the property's work order procedure;
- d. Routine cleaning will be performed on a scheduled basis. Site staff will conduct a daily inspection of facilities, community room, laundry room, hallways, and any common area., to determine any area requiring special attention that day and aid in the scheduling of the daily workload of maintenance staff;
- e. Items needing repair or replacement, whether reported by the residents or discovered by management staff, shall be recorded on a maintenance work order form generated by the Agent. All regular routine maintenance work orders must be completed within 24 to 48 hours the work order is received. If the work cannot be completed within this timeframe, the resident will be notified immediately to why it cannot be completed within that time frame, such as the need for parts or materials to be ordered, with an explanation as to the delay and an approximate date set for completion of the repair. The resident shall be kept informed of any problems that might tend to delay an estimated completion date.
- f. Major interior redecorating of common areas, exterior painting and projected replacements to building infrastructure, heating and ventilation systems shall be integrated into a capital improvements schedule which shall serve as a basis for computing and establishing the Replacement Reserve Fund and adequate contributions from the annual operating budget. This schedule shall project the anticipated useful life and replacement costs for such major items and will be compiled upon completion of the project.
- g. The Project will purchase the basic maintenance equipment and supplies in order for the maintenance person to perform their duties. Such equipment and supplies will be the property of the Project and will be labeled and inventoried. Copies of the inventories will be kept on-site and in the Agent's central office.
- h. Major maintenance or preventive maintenance to building systems beyond the scope of maintenance staff will be contracted out to qualified vendors. Outside service contracts will include drapery cleaning, exterior painting, exterminating service, and trash removal. Repair of boilers, heaters, elevators, and electrical repairs shall be provided for under contract with appropriate service companies.



- i. Residential units will be turned key on a move-in/move-out basis, primarily. However, the Agent's criteria will be consistent with keeping common areas and exterior in good order and repair on a scheduled basis.
- j. The Owner recognizes that resident security is an essential part of maintaining a safe and stable community. It is anticipated that security needs will be met through the use of standard bolt locks, entry gates, security cameras, and adequate site lighting. In addition, the Owner will consult regularly with the Agent to discuss the need for any special security provisions that may arise.

## **16. Finance & Accounting**

- a. The Agent will collect rent at the Project's Management Office and will make daily deposits into the operating account. Rents will be deposited into the operating account. Security deposits will be deposited into the security deposit account. All disbursements will be made from the Agent's corporate office by the Accounting and Asset Management staff. The Property Supervisor will approve all invoices which will be forwarded to the corporate office. The Agent requires two signatures on all disbursement checks.
- b. All accounting records and vendor files will be maintained at the Agent's corporate office located at 1825 San Pablo Avenue, Suite 200, in Oakland, CA 94612.
- c. A budget will be prepared 180 days prior to fiscal year end. If the projection shows a deficit may occur, then a rent increase will be suggested to the Associate Director of Property Management /Executive Vice President, Property Operations by the Property Supervisor and will be submitted to the Board and the Agency for approval.
- d. As described in the Management Agreement, the Annual Operating Budget for the Project will be prepared by the Agent and approved by the Owner, and governing agencies as applicable. In the event that items need to be purchased that either were not budgeted, or that would bring the project over budget, the Agent will promptly inform the Owner, who will review and approve such additional purchases.
- e. When the budget is prepared, a capital improvement budget will also be prepared which will include anticipated maintenance expenses projected to be expended for the upcoming fiscal year.



- f. Financial accounting reports and records shall be in conformance with standard accrual basis accounting procedures, and responsive to the guidelines provided by the regulatory agencies connected with the Project.
- g. Accordingly, the Agent will maintain accurate files of all resident transactions, revenue, and expenditures and prepare the following monthly reports for the Owner's review:
- Cash status report and financial summary with vacancy report;
  - Monthly and year-to-date budget comparisons;
  - List of disbursements;
  - List of accounts payable;
  - Balance sheet
- h. The following separate accounts shall be established:
- General Operating Account into which rental and other miscellaneous income will be deposited and from which the Project's operating expenses will be paid;
  - Security Deposit Account to be funded by the residents' security deposits. Disbursements are permitted only upon resident vacancy. Disposition of security deposit will comply with California Civil Code Section 1950;
  - Replacement Reserve Account to be funded through regular contributions from the operating budget, based on a capital improvements schedule of anticipated useful life and replacement needs for major items. All interest or income earned by the Replacement Reserve Account shall be applied solely for major repairs, replacements or capital or structural improvements, and written approval of the owner is required for any disbursement from this account. The amount of annual deposit is subject to the City and County's Guidelines and any withdrawals will require prior approval.
  - Operating Reserve Account to be funded from regular deposits from the operating account. Any disbursement from this account requires written owner approval. A capitalized amount will be required per the City and County's Guidelines, and any annual deposits will be subject to review and approval of the City and County. Any withdrawals will require prior approval.



- i. The Agent maintains a computerized General Ledger program, which shall be continually updated to meet the accounting and reporting needs of the Project and to produce a quality audit trail. Careful monthly monitoring shall allow for cost control, prompt identification of potential problems and sufficient lead-time to develop plans to meet project needs.

The Agent, with the Owner, shall review major budget variances and appropriate actions shall be taken to ensure that monthly cash flow is sufficient to meet the Project's operating expenses and deposits to the reserve accounts noted above.

Bills will be paid and accounts will be funded pursuant to the requirements of the Project's Regulatory Agreement. Specifically:

- Purchases up to \$500 shall be pre-approved by the Property Manager.
- Purchases over \$3,000 shall be pre-approved by the Agent's Property Supervisor
- Purchases up to \$10,000 shall be pre-approved by the Executive Vice President of Property Operations and/or Associate Director of Property Management.
- Invoices will be processed by the Property Manager, reviewed for accuracy by the Property Supervisor, and then vouched for payment by the Agent's corporate office. Checks will be processed semi-monthly for payment of any payables on hand.

#### **17. Procurement of Contract Services**

- a. Agent shall obtain contracts, materials, supplies, and services on the most advantageous terms available to the Development, and shall solicit bids, either formal or informal, for those items that can be obtained from more than one source. For expenditures that exceed Ten Thousand Dollars (\$10,000), the Agent will obtain at least three bids in writing. Agent shall secure and credit to the General Operating Account all discounts, rebates, or commissions obtainable with respect to purchases, service contracts, and all other transactions on Owner's behalf. The Agent will strive to contract with minority vendors and contractors in the area.
- b. The Agent shall prepare such bid specifications and supervise the bid proposals and acceptance procedures.



- c. In the event that items need to be purchased that either were not budgeted, or that would bring the Project over budget, the Agent will promptly inform the Owner, who will review and approve such additional purchases.
- d. The Agent shall work with the Owner to develop a schedule of projected revenues from operating and tax credit income to be used for sponsor distributions and loan payment requirements.
- e. Agent shall establish and maintain a comprehensive system of records, books and accounts in a manner approved by Owner and its designated accounting firm. Agent shall maintain such books and records as to satisfy the reporting requirements established under the affordability restrictions by the City and County. All records, books, and accounts shall be subject to examination during regular hours of business by any authorized representative of the Owner.
- f. In order to ensure strict compliance with regulatory requirements, the Agent will systematically review all pertinent Regulatory Agreements and establish a manual of instructions, schedules and tickler files indicating relevant deadlines, reporting formats, etc. This manual will be distributed to all bookkeeping and accounting personnel of the Agent, and to any accounting firms hired to provide audits or other reports for the Project.

### **18. Other Reports**

The Agent shall provide reports required by regulatory agencies as outlined in the regulatory agreements.

In order to ensure timeliness of reporting requirements, Agent will set forth a Reporting Requirement Tickler in which Property Manager must review, submit, and validate data of various reports to Property Supervisor monthly. These reports will include, but is not limited to:

- Income and Expense Report – Submitted to the City of Oakland and HCD (if applicable via regulatory agreement) for the applicable reporting period;
- Vacancy Report – Monthly reporting of vacancies, detailing unit number, unit size, anticipated/move-out date, rent amount, AMI, rent ready date, anticipated move-in date and vacancy loss;



- Project Status Report – Compliance report expected to be completed monthly to ensure targeted compliance factors;
- Annual Sponsor Report – City and County required report to be completed by sixth month following the end of the fiscal year; HCD Annual Sponsor’s Project Rating report and Annual Report to be submitted no later than ninety days after the end of each Fiscal Year which includes an Audit as outlined in the Regulatory Agreement (as applicable).

### **19. Insurance**

The Agent, with the Owner's approval, shall arrange for the Project to be insured against loss by fire and such other hazards, casualties, liabilities and contingencies, and in such amounts and for such periods as required by any regulatory agreement.

Competitive bids will be sought to ensure the most cost-effective coverage available, and both the coverage and the carrier(s) will be reviewed regularly. All insurance policies and renewals thereof shall be issued by a carrier and in a form acceptable to the owner and any regulatory agency. Property insurance policies shall name the owner and any regulatory agency as an addition loss payee and liability insurance policies shall name the owner as additional insured.

Per the Management Agreement, the Agent will also report, investigate and pursue the resolution of all accidents or claims in connection with the operation of the Project.

The Agent shall also arrange for the Project to be insured against any losses due to employee dishonesty through the purchase of a Fidelity Bond. The Fidelity Bond will cover losses up to at least two-months of the total rent potential.

### **20. Resident-Management Relations**

Communication is the key to compatible community living. Management will keep residents advised, through newsletters, reminders and/or written warning notices, of policies in place at the project. Residents will participate in an orientation session and will also receive copies of their Lease and House Rules. Management will work with residents and resident services to prevent recurrent violations. Evictions will take place as a last resort or for egregious actions.



Resident grievances will be handled by the Property Supervisor. If this is unsatisfactory to the resident, the Associate/Director of Property Management will become involved.

### **21. Management Agreement & Fee**

Provisions for periodic update of Management Plan. The Agent and Owner shall review this plan on an annual basis. Should it become necessary to update the plan, the Agent and Owner shall submit the proposed changes to any regulatory agencies from which approval is required.

Fees: For management services performed under this Agreement, the Partnership shall pay Agent a Property Management Fee monthly in arrears equal to \$82.00 per unit. On a yearly basis, beginning with the first anniversary of this Agreement, the fee shall increase by an amount equal to 3.5% of said fee or the inflation factor for the said year, whichever is less. Any unpaid portion of the fee shall accrue and be payable from available Net Cash Flow from subsequent years.