



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

Updated February 2026

**PROPERTY OVERVIEW**

**PROJECT DESCRIPTION**

Sen Lake (f/k/a East 12<sup>th</sup> Street (the “Project”)) is a 91-unit apartment building, located at 121 E. 12<sup>th</sup> Street, Oakland, CA 94606. One (1) unit is set aside for on-site staff. The Project is an affordable permanent rental housing community for extremely low-income to low-income residents. Twenty-five percent (25%) of the units at Sen Lake are set aside for individuals and families experiencing homelessness or who are formerly homeless. These units will receive voluntary, on-site, wrap-around case management and social services through East Bay Asian Local Development Corporation (“EBALDC”) or an authorized and qualified contracted provider.

**Referral Units:**

Twenty-three (23) units will be restricted as Permanent Supportive Housing (“PSH”) to homeless persons with special needs;

All referrals for occupancy to those twenty-three (23) PSH Units will be made through the Alameda County Coordinated Entry System (“CES”) in accordance with Coordinated Entry Policies and Procedures. In the implementation of any preference described below, persons qualifying for the preference will not be eligible for occupancy of a Home Stretch Unit unless they come through the Alameda County Coordinated Entry System and satisfy the requirements of that system.

**Non-Referral Units**

The remaining sixty-seven (67) units will be non-referral units in which applicants are not referred through CES. Applications will be selected from a waiting list that will be initially established through a lottery, which will include the preference for City of Oakland residents and workers. See preference below.



## Definitions

“Homeless” has the meaning set forth in the California Code of Regulations, Title 25, Section 7341.

“Homeless” means: 1) Moving from an emergency shelter; or (2) Moving from Transitional Housing; or (3) Currently Homeless which means: (A) An individual who lacks a fixed, regular, and adequate nighttime residence; or MHP – Supportive Housing Regulations, Article 6, effective 5/14/05 Page 41 of 48 (B) An individual who has a primary nighttime residence that is: (i) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and Transitional Housing for the mentally ill); or (ii) An institution that provides a temporary residence for individuals intended to be institutionalized; or (iii) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

“Special Needs Populations” has the meaning set forth in the California Code of Regulations, Title 25, Section 7301, for “Special Needs Populations”. EBALDC has adopted homeless persons as the Special Need population definition.

Unless otherwise stated in the plan, the term “owner” will refer to East 12th Street Housing, L.P. The term “Agent” will refer to East Bay Asian Local Development Corporation (EBALDC) and the term “Project” will refer to Sen Lake (f/k/a East 12<sup>th</sup> Street).

### The following preferences apply For NON-Referral 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 at 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.
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.

All preferences noted above require appropriate documentation.

### Programs & Funding Sources

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



- Subsidized units governed by the policies of the Oakland Housing Authority (OHA) and the Rental Assistance Subsidy Agreement (RAS) contract
- City of Oakland under the Housing and Community Development Department
- California Tax Credit Allocation Committee (TCAC) under the Low-Income Housing Tax Credit (LIHTC) program
- California Debt Limit Allocation Committee (CDLAC) under California Municipal Finance Authority
- Affordable Housing and Sustainable Communities (AHSC) issued by State of California Department of Housing and Community Development
- Infill Infrastructure Grant Catalytic (IIGC) issued by State of California Department of Housing and Community Development
- Alameda County's Housing and Homelessness coordinated entry system ("Homestretch")

### 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.

### RENTS based on City of Oakland 2025 Income Limit and Minimum Income

The income and rent limits shown in the table below apply to **all applicants**. Minimum Income does not apply to Housing Choice Voucher (HCV) or other forms for subsidy assistance.



<b>AMI Level</b>	<b>Unit Size</b>	<b>Max Rent</b>	<b>Min Annual Income</b>
20% AMI	Studio	\$559	\$15,971
	1 BR	\$599	\$17,114
	2BR	\$719	\$20,543
	3BR	\$831	\$23,743
30% AMI	Studio	\$838	\$23,942
	1 BR	\$898	\$25,657
	2 BR	\$1078	\$30,800
	3 BR	\$1246	\$35,600
40% AMI	Studio	\$1118	\$31,943
	1 BR	\$1198	\$34,229
	2 BR	\$1438	\$41,086
	3 BR	\$1662	\$47,486
50% AMI	Studio	\$1398	\$39,942
	1 BR	\$1498	\$42,800
	2 BR	\$1797	\$51,342
	3 BR	\$2077	\$59,342
60% AMI	Studio	\$1677	\$47,914
	1 BR	\$1797	\$51,342
	2 BR	\$2157	\$61,628
	3 BR	\$2493	\$71,228
80% AMI	Studio	\$2237	\$63,914
	1 BR	\$2397	\$68,485
	2 BR	\$2876	\$82,171
	3 BR	\$3324	\$94,971



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

<b>Household Size</b>	<b>20%</b>	<b>30%</b>	<b>40%</b>	<b>50%</b>	<b>60%</b>	<b>80%</b>
1 person	\$22,380	\$33,570	\$44,760	\$55,950	\$65,662	\$87,550
2 persons	\$25,580	\$38,370	\$51,160	\$63,950	\$75,037	\$100,050
3 persons	\$28,780	\$43,170	\$57,560	\$71,950	\$84,412	\$112,550
4 persons	\$31,960	\$47,940	\$63,920	\$79,900	\$93,787	\$125,050
5 persons	\$34,520	\$51,780	\$69,040	\$86,300	\$101,325	\$135,100
6 persons	\$37,080	\$55,620	\$74,160	\$92,700	\$108,825	\$145,100
7 persons	\$39,640	\$59,460	\$79,280	\$99,100	\$116,325	\$155,100

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, 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.



## 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.

When an accessible unit becomes available, the property will first offer the unit to qualified applicants who require the accessibility features. If no such applicant is identified within a reasonable period, the unit may be offered to other qualified applicants.

The property includes the following accessible units:



- **Hearing and Vision Accessible Units:** four (4) studios, three (3) one-bedroom units, two (2) two-bedroom units, and one (1) three-bedroom unit (**10 total**)
- **Mobility Accessible Units:** seven (7) studios, three (3) one-bedroom units, three (3) two-bedroom units, and one (1) three-bedroom unit (**14 total**)

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. 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.



**D. 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 will also receive referrals through the local Coordinated Entry System (CES) for all PSH units, 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

\*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	Kara Carnahan	Homeless/HOPWA



Alameda County Department of Social Services	<a href="mailto:info@acgov.org">info@acgov.org</a>	All
Building Opportunities for Self-Sufficiency (BOSS)	<a href="mailto:info@self-sufficiency.org">info@self-sufficiency.org</a>	HOPWA, Homeless
Center for Accessible Technology	<a href="mailto:info@C4AT.org">info@C4AT.org</a>	Disabled
Center for Independent Living, Oakland	<a href="mailto:info@centerforindependentliving.org">info@centerforindependentliving.org</a>	Disabled
City of Oakland Library (main Library and branches)	<a href="mailto:engagement@oaklandlibrary.org">engagement@oaklandlibrary.org</a>	All
Creative Growth Art Center	<a href="mailto:info@creativegrowth.org">info@creativegrowth.org</a>	Developmental Disability
Deaf Counseling, Advocacy & Referral Agency	<a href="mailto:info@dcara.org">info@dcara.org</a>	Disabled
Disabled American Veterans Office	<a href="mailto:Dav.vbaoak@va.gov">Dav.vbaoak@va.gov</a>	Disabled/Veteran
Downtown Senior Activity Center	<a href="mailto:DOSC@oaklandca.gov">DOSC@oaklandca.gov</a>	Seniors
East Bay Asian Local Development Corp. / Eastlake Revitalization Initiative	<a href="mailto:communications@ebaldc.org">communications@ebaldc.org</a>	Asian
East Bay Asian Youth Center	<a href="mailto:info@ebayc.org">info@ebayc.org</a>	Asian
East Bay Housing Organizations	<a href="mailto:staff@ebho.org">staff@ebho.org</a>	All
Eastside Arts Alliance	<a href="mailto:eastsideculturalcenter@gmail.com">eastsideculturalcenter@gmail.com</a>	
Eden I&R	<a href="mailto:info@edenir.org">info@edenir.org</a> ; Bernstein, Barbara	All
Family Bridges Inc.	<a href="mailto:info@familybridges.org">info@familybridges.org</a> ;	Family
Fruitvale Senior Center	<a href="mailto:seniors@unitycouncil.org">seniors@unitycouncil.org</a> ; <a href="mailto:admin@unitycouncil.org">admin@unitycouncil.org</a>	Seniors
Intertribal Friendship House	<a href="mailto:IFHOAKLAND@GMAIL.COM">IFHOAKLAND@GMAIL.COM</a>	Native American
La Clinica de La Raza	<a href="mailto:VLujan@laclinica.org">VLujan@laclinica.org</a> ; <a href="mailto:vmaza@laclinica.org">vmaza@laclinica.org</a>	Hispanic
Lao Family Community Development, Inc.	<a href="mailto:Judy Chan H2H Navigator@ Jchan@lfcd.org">Judy Chan H2H Navigator@ Jchan@lfcd.org</a>	Family
Larkin Street Youth Services	<a href="mailto:seskridge@larkinstreetyouth.org">seskridge@larkinstreetyouth.org</a>	TAY
Malonga Casquelord Arts Center (formerly the Alice Arts Center)	<a href="mailto:malongacasquelordcenter@gmail.com">malongacasquelordcenter@gmail.com</a>	All
Native American Health Center	<a href="mailto:NAHCmedia@nativehealth.org">NAHCmedia@nativehealth.org</a>	Native American
Oaklanders Assistance Center	<a href="mailto:jcthomas@oaklandca.gov">jcthomas@oaklandca.gov</a>	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	<a href="mailto:wid@wid.org">wid@wid.org</a>	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 the following will be undertaken to the extent possible:

- 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.

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**

- a. 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.
- b. 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.



- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.



## 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. Coordinated Entry Participation

We partner with the Alameda County Coordinated Entry System (CES) to fill housing for individuals and families experiencing homelessness or with special needs for all Permanent Supportive Housing units.

The Project participates in Alameda County coordinated entry system 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 utilized to fill the PSH units 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. Leasing Management**

#### **PSH/CES-Referral Units**

All Permanent Supportive Housing units are filled through the County’s Coordinated Entry System (CES)/Home Stretch, in accordance with County policies.

When a unit is expected to become available, the Coordinated Entry referral partner is notified and provided with an estimated move-in timeline. Eligible households are identified and prioritized through CES.

Interested households work directly with their Coordinated Entry referral partner to express interest in the available unit. The referral partner then submits the required application and supporting documents to the property for review and next steps in the leasing process.

#### **Non-Referral Units**

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 communities.

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.

#### **4. 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 applying to non-CES referral units. Pre-applicants referred through the County’s coordinated entry system will be evaluated consistent with Housing First principles and the policies and procedures of the coordinated entry system.

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
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	3
3 Bedrooms	4	5

\*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 an applicant reaches the top of the Waiting List, they will be contacted to schedule an interview. All adult household members must attend and bring the documents that apply to their household from the list below.

For CES/Home Stretch referrals, Home Stretch will provide a document-ready package to start the leasing process. The assigned case manager or proxy are encouraged to attend to support the household with completing paperwork, understanding verification requirements, and helping staff fully understand the household's situation. They also assist with:

- Three full consecutive months of paystubs, if employed. Current award letter for any fixed income you receive, such as Social Security, disability, or retirement benefits information on where to verify income sources and assets.
- Information on where to verify past two-year rental history. If the household has a homelessness status, the household must provide third-party verification of homelessness. CES referrals will be considered de facto third-party verified.
- 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:

1. A full Rental Application;
2. A Tenant Income Certification Questionnaire including student status questions;
3. A Child/Spousal Support Affidavit completed by each adult.
4. 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.



5. All income must be verified in writing by the income source and must be dated within 120 days of the move-in date.
6. All assets, including bank accounts, will be verified in writing as appropriate for program requirements. If not required and household assets total less than \$5,000, all adult members of the household must sign affidavit(s) verifying household combined assets total less than \$5,000.
7. A credit report indicating financial responsibilities, a comprehensive unlawful detainer report, and
8. All adult applicants will undergo a criminal background check after passing an initial landlord and income review. A small fee may apply for the background check, but this fee can be waived for CES referral units. Criminal history is reviewed only as required by federal law, including:
  - Sex offender registration requirements
  - Restrictions for individuals convicted of manufacturing methamphetamine on federally assisted housing premises

We do not use credit history to determine eligibility. Credit checks are only used to confirm current address and positive rental history. Applicants may also provide alternative proof of their ability to pay rent, such as:

- A current ledger from their landlord showing rent is current and paid on time
- Benefit statements
- Pay records
- Bank statements

This information will be fairly considered when determining eligibility.

All screening practices follow federal and California fair housing laws to ensure a fair and nondiscriminatory process.

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 Based on Housing Authority Guidelines**

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 unit.

#### **5. Social Security Number Requirements**

All applicants and tenants at Sen Lake must provide accurate and complete documentation of their Social Security Number (SSN) and citizenship status. The regulation at 24 CFR 5.216 requires all applicants and tenants receiving assistance to disclose and verify their SSN.



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

If all 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 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 an SSN is due to circumstances that are outside the control of the tenant.

Applicants must provide documentation of SSNs. 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.

## **6. Determination of Eligible Citizenship**

Only U.S. citizens or eligible noncitizens may receive assistance under Public Housing Authority or HUD 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. Applicants who hold a noncitizen student visa are ineligible for assistance, as are any noncitizen household members living with the student.
- d. 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).

### **7. 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-Referral units, this deposit is equal to the first month’s rent. 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.

### **8. 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 and RAS 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 and RAS units, including Oakland and Richmond).
- C. We do not deny applicants based on criminal history. If a background review is required, applicants will be notified with a 5-day pending notice and given the opportunity to provide context, rehabilitation information, or supporting documents. All decisions are made fairly, considering each household's circumstances, and in compliance with Oakland and California fair housing laws.
- D. Behavior that 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.
  - Past evictions related to criminal activity within the past five (5) years will not automatically **prevent** an applicant from renting. Any such eviction will be



reviewed fairly, with the applicant given the opportunity to explain the circumstances, provide evidence of rehabilitation, and demonstrate current stability. Only recent evictions that present a direct risk to resident safety may be considered, and all decisions comply with Oakland and Richmond 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.
  - If the household has a homelessness status, the household must provide third-party verification of homelessness, along with a personal reference from a case manager or service provider.
- K. At initial interview, if an applicant fails to provide the information required to establish eligibility, or if verification cannot be obtained through third-party sources, EBALDC will issue a **5-day pending notice** listing all outstanding documents or information needed to complete the application. If the applicant does not respond within this timeframe, a **second 5-day pending notice** will be issued, providing an additional opportunity to



- comply before removal from the process. Applicants who are homeless and referred by CES may receive extra time as long as Home Stretch program staff are actively helping them gather documents. 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.
  - M. Applications may be denied or removed from the waiting list if required documents are not provided, information is incomplete, or safety-related concerns exist.
  - N. Homeless applicants—whether working through CES/HomeStretch or not—may be denied if repeated attempts to assist them are unsuccessful. Repeated attempts include the first, second, and third 5-day pending notices, as well as a final 10-day notice. We encourage applicants to have their assigned case manager attend the interview to help with paperwork and ensure they can complete the process successfully.
  - O. 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.
  - P. 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.
  - Q. 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.
  - R. Misrepresentation or withholding of information. Providing false, incomplete, or misleading information at any point during the application process is grounds for disqualification.
  - S. 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.



T. 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 emailed 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.

For CES-referral units, attempts to contact the applicant will be made to the applicant's preferred method of contact as noted in the applicant's application. Leasing staff will make three attempts to contact CES-referral applicants before requesting an alternate referral from CES.

### 9. Race & Ethnic Data Collection & Reporting

Any person who requests a pre-application during the open acceptance period will receive a pre-application package that includes: an instruction sheet, the pre-application form (including Reasonable Accommodation/Mitigating Circumstances notification), the HUD Supplemental to Application (Form 92006), and the optional Race/Ethnicity data collection form (Form 27061-h). The race and ethnicity information is **collected solely for reporting purposes** to comply with federal regulations and to monitor fair housing outreach and access; providing this information is voluntary and does not affect eligibility.

Upon request, EBALDC will also provide applicants with a copy of our **VAWA (Violence Against Women Act) Policy and Emergency Transfer Plan**, which explains protections and housing options available to survivors of domestic violence, dating violence, sexual assault, or stalking.

### 10. 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.

### **11. Record Keeping**

Full documentation of all marketing and outreach efforts will be made throughout the marketing process, including:

- A. 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.
- B. The Project shall keep up-to-date records based on census data, applications, and records about tenant selection or rejection.
- C. 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.
- D. 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.
- E. The Owner/Agent shall document any reasonable accommodations made to, or requested by, pre-applicants/applicants or tenants during the reporting year



- F. The Owner/Agent shall track and keep records of race and demographic data of the applications.
- G. 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.
- H. The Owner/Agent will maintain records of all applicant or tenant complaints, investigations, and corrective actions.

### **12. 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.

### **13. 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.



#### **14. 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.

#### **15. Termination of Tenancies for Cause 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.

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

The following applies under circumstances of 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":

- a. 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;
- b. Failure or cessation by the resident to maintain financial eligibility to reside in the housing development;
- c. 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;
- d. 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;
- e. Repeated or serious failure by resident to occupy the premises as the resident's sole abode;
- f. Resident's serious interference with the rights of other residents to exercise their rights as residents of the housing development;
- g. 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;
- h. 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. 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. The Manager will engage the on-site service team and provide a copy of the notice or notice of violation to ensure there is wraparound support for the resident.

### **17. 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.)

### **18. 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 from when 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 at 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.

## **19. Finance & Accounting**



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.

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.

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, Multifamily Real Estate by the Property Supervisor and will be submitted to the Board and the Agency for approval.

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.

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.

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.

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

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.

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 Multifamily Real Estate and/or the 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.

## **20. Procurement of Contract Services**

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.

The Agent shall prepare such bid specifications and supervise the bid proposals and acceptance procedures.

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.

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.



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.

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.

## **21. 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).

## **22. 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 additional 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.

## **23. 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.

## **24. 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 \$84.36 per unit. Payment will be made monthly, within 20 days of the months' end. This property management fee is subject to a 3.5% increase annually commencing the first month of the fiscal year.