

LAX SUITES
PROPERTY MANAGEMENT & TENANT SELECTION PLAN

11834 Aviation Blvd.

Inglewood CA 90304

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INTRODUCTION

LAX Suites is a 48-unit project located in unincorporated LA County, bordering Inglewood and El Segundo, consisting of 48 studio and 1-bedroom apartments. The goal in managing LAX Suites is to ensure resident satisfaction, long-term housing stability, and the long-term financial and physical well-being of the property through the provision of high quality management services. Toward this end, this plan has been developed to set forth the relationship between the Sponsor and the Management Agent and to describe in detail the policies and procedures to be observed in the management of the project.

Specifically, the plan intends to outline a definite program of action to assure:

1. A well-managed and properly maintained project.
2. A pleasant, healthy and secure living environment for the residents.
3. A pleasant relationship among the residents, the Agent and Sponsor employees and members of the surrounding community.
4. A building with low tenant turnover and housing stability.

Unless otherwise stated in the plan, the term "Sponsor" will refer to Venice Community Housing Corporation (VCHC), or a single member LLC formed by VCHC. The term "Agent" will refer to Venice Community Housing Corporation's Asset Management division. The term "Project" will refer to LAX Suites.

The project has not yet been financed. Upon execution of this Plan, all funders and requirements will be identified in this section.

Note: All written materials can be made available in multiple languages.

1. TARGET POPULATION:

LAX Suites project is a supportive housing development, with 47 units reserved for people experiencing chronic homelessness or homelessness. Once the project is funded, the specific definitions for each category of the target population(s) and subpopulation(s) will be added to this section.

2. TENANT SELECTION PLAN:

VCHC will work with the local Coordinated Entry System (CES) to identify potential tenants from chronic homeless and homeless populations in the CES system. The CES aligns the single adult, family, and youth systems into a seamless, collaborative, county-wide platform for housing and service delivery to homeless households. Los Angeles County is split into 8 service planning areas (SPA), with each SPA managing a list of currently homeless individuals and families who reside in their area. LAX Suites will be located in SPA 8, therefore referrals from the SPA 8 CES list will be considered first for placement. During initial lease up and

when vacancies are anticipated, a member of the services team will request referrals from the CES through the current policies and procedures of CES, which change from time to time.

If those lists are not sufficient to fill the number of eligible units or are not available in a timely manner, the property will accept referrals from programs such as: emergency shelters, safe havens, drop-in centers, and street outreach programs frequented by vulnerable persons experiencing homelessness.

VCH staff will follow a Housing First model. In adopting Housing First principles, the following core components will be followed for eligibility purposes:

- Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
- Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history,
- Applicants will not be screened out for minor criminal convictions.
- A screening process will be implemented to allow applicants to demonstrate how a support structure, access to services, and affordable rent levels can make up for poor rental and credit history.
- Application decisions are quick, clear, and transparent
- Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.

A. APPLICATION PROCESS

With the support of services staff, applicants will complete the required documentation and verifications to ensure eligibility. Housing applications and screening processes will be fully accessible to persons with disability. Supportive services staff shall support applicants to appeal denials (except denials regarding income, assets and school verifications). Supportive services staff will also provide advocacy during applicants' reasonable accommodation process. This reduces the likelihood of unnecessary denials being sent out.

The following are NOT conditions required to be eligible for supportive housing at LAX Suites:

1. Sobriety
2. Medication Compliance
3. Participation in Supportive Services
4. Minimum Income Limits

All supportive housing residents will be provided leases identical to VCH's non-supportive housing residents – without service participation requirements or limits on length of stay.

The supportive housing application and intake process will only request limited information to determine eligibility for housing required by funders. The application and other forms will be in multiple languages and staff can assist tenant in understanding all written information. All information will be in plain language. Multilingual staff will be accessible to tenants for interpretation and translating needs. Property

Management and Resident Services teams will work closely to establish a system for staff to communicate with prospective tenants during the application process to track and retain adequate documentation. There are designated staff members within Venice Community Housing and outreach protocols in place to locate and maintain communications with households after receiving referrals.

There are standard, mandated processes required for the property under fair housing law or by public agencies and lenders, which cannot be removed entirely; those processes by themselves are barriers which may not conform to Housing First. VCH will work to minimize or remove these barriers, so that paperwork and processing as a barrier is eliminated or mitigated to the greatest extent possible. Our goal is that no applicants are turned away or prevented from accessing these units as a result of the process of intake. Supportive services will be delivered from initial engagement through the application process. Applicants will be given a reasonable amount of time to obtain required documentation and verifications.

B. PRIORITY FOR PROCESSING

VCHC will prioritize candidates for housing based on the following preferences:

1. To the extent allowed by funding, applicants that are identified by CES as having high need for services (such as high vulnerability index score) or frequently utilizing crisis systems (frequent users) are prioritized for available units in supportive housing projects.
2. In the event the vacant unit is specifically configured, including all accessible units, Property Management may investigate placement of the appropriate tenant and ensure accessible units are available to those needing the specific accessibility types and features.
3. Transfers (from one unit to another type of unit within the property) sometimes take precedence over new move-ins and may be required by management for the following reasons:
 - a) To alleviate overcrowding;
 - b) To avoid occupancy by too few people;
 - c) For verifiable medical necessity and/or reasonable accommodation (i.e., wheelchair accessible unit or additional space for medical equipment);
 - d) For emergency temporary relocation. If a unit becomes uninhabitable due to a catastrophe, the resident family will be given any open unit for temporary living quarters until their own unit is repaired. An "open unit" is a unit for which the keys are in the possession of the management company.

C. TENANT SELECTION PROCESS

During the tenant selection process of applying for housing with VCH, the VCH Resident Services team (providing Intensive Case Management Services, or ICMS) will connect with the applicant and the referring case manager to begin the application process, and coordinate all communication with the Property Management team. ICMS will assist the applicant to complete the housing application(s) and provide individualized support. The housing application process will be separate from any service needs assessment. The housing application process will not request detailed clinical information in order to protect confidential clinical information. The Property Management team will complete all of the internal documentation needed to establish tenancy, and provide information and decisions to the prospective tenant in a timely manner.

When a specific unit becomes available, an eligible applicant will be referred to the property manager/supervisor for screening for housing eligibility. The screening will include review of the completed application and program verification forms from CES referring agencies, third party income verification, review of references if needed, credit report, and criminal history check. Property Management will notify Resident Services of the housing application screening throughout the review process.

References can be provided by the staff of a homeless shelter, other homeless service providers, social workers, or others involved parties with the applicant in a professional capacity, together verifying that the applicant has the ability to care for the property, pay rent on time, live independently, and peacefully co-habit with other residents. References are not required.

Experienced VCHC property managers shall evaluate missing and/or negative information based on the case history of the applicant. Some applicants may require support to successfully live in rental housing, and reasonable accommodation will be made in those cases. Efforts to ensure that both the housing application and intake process will only include the minimum number of questions needed to determine tenant eligibility, will be maintained through the in-take process.

Applicants will be given written notification of approval with a specific occupancy date or denial with the reason for denial from VCHC after the Property Management screening. All notices of denial will include information on the right to appeal, grievance policy, and a reminder notice of the right to reasonable accommodation for disability. All correspondences between staff and applicants will be tracked internally by VCHC. Housing Applications and follow up correspondence will be retained for a period not-to-exceed 10 years, and will be stored offsite.

The housing application and screening processes will be fully accessible to persons with disabilities. Property Management or Resident Services will provide reasonable accommodations and necessary support, as needed, during the application and screening processes. Authorized staff will assist applicant with understanding the content of written materials, when necessary.

Initial application processing time will be 7 days. The applicant, or their service provider, will be contacted within 7 days of their application submission and provided feedback on the application processing timeline.

If an applicant is rejected for any reason, the applicant will be notified in writing of the decision, along with the Grievance and Appeal Procedures. A phone and/or email message will also be provided and, if a release of information is on file, the CES representative will be notified.

Rejected applicants are given 14 days to appeal the decision in writing. A grievance committee will consist of management and staff representatives from the Owner. If the decision is reversed, the applicant will be considered for future vacancies.

Additionally, care will be taken throughout the application process and during tenancy to protect confidential clinical information if any is disclosed or provided. Copies of completed supportive housing applications can be provided, upon request.

VCHC Case Managers will offer assistance to eligible applicants who successfully qualify for housing at LAX Suites with making arrangements for and completing the move-in forms and documents, which include but certainly not be limited to a: 12 month lease which goes month to month after the expiration date of the 12 months, House Rules, Addendums, and a complete move-in check list form to be completed by residents indicating their acceptance of the unit and/or any requested accommodations prior to tenant move-in. The Property Manager or other Management Agent will provide qualified residents with an orientation introducing them to the housing unit, neighborhood and their rights and responsibilities as a leaseholder, as

part of the move-in process. Immediately after the move in process each household will receive a move-in packet. The move-in packet includes a copy of the lease, all addendums signed, move-in inspection form, and a list of useful information.

3. TENANT ENGAGEMENT PROCESS:

Successful supportive housing is a partnership between tenants, services staff, and property management. Meaningful tenant involvement is a key factor in a balanced relationship between the tenants, services staff and property management of the project. Tenants will be supported in working together to develop their own program activities and to support advocacy on their own behalf, such as forming a tenant council and participating in focus groups to give feedback.

The building itself is designed to draw tenants out of their apartments and engage in the community. A community room is provided for social and recreational activities, workshops and classes, and lounge areas. Staff offices are centrally located so that tenant interaction with staff is frequent.

A tenant council will be formed so that tenants will have a mechanism to voice their concerns and negotiate resolutions to community problems with the on-site property manager and service delivery team on a regular basis. Tenant councils often assume responsibility for the community library and the community garden. Lots of community events, workshops, seminars, and groups are cultivated by the council, such as poetry nights, karaoke, gardening, walking groups, and other activities. One example of a popular activity is a coffee hour where tenants gather for some coffee and conversation for an hour or so. This informal social activity brings tenants out of their apartments and gets them talking to their neighbors which fosters a supportive community setting. A community newsletter with events such as movie nights, game nights, and more are shared on a monthly calendar posted in the community room.

The property will conduct an annual tenant satisfaction survey. The survey will assess tenants' satisfaction with both housing and services. There may also be a box in the community room where suggestions, ideas and concerns can be left to protect the anonymity of the tenants and will be collected and reviewed on a regular basis.

4. COORDINATION WITH SERVICE PROVIDERS

VCHC is the lead service provider and responsible for the overall provision of services provided on-site. The property management team will work collaboratively with VCHC Support Services to coordinate all activities and help ensure long-term tenant stability. The LAX Suites community will serve as the foundation to introduce supportive service programs that are designed to help serve the unique needs of the tenants, and are designed to stabilize and help them successfully maintain independent living. Each person living in the building will have individualized assistance in the coordination of their housing and service needs. Intensive case management services will be available to all who live in the building. A separate social services plan is in place detailing the approach to service availability and provision.

5. OWNER/AGENT RESPONSIBILITIES

It shall be the responsibility of the Sponsor to establish the general policies under which the Project will operate. The Agent, based on previous experience with effective management practice, shall provide advice and recommendations in this regard.

Once the policies have been established by the Sponsor, the Sponsor shall delegate authority to the Agent to implement the policies. The Agent will, by means of periodic budgets, financial statements, and status reports, advise the Sponsor on the operation of the Project.

The detailed responsibilities which the Sponsor and Agent will assume will be described in the Management Agreement, which will be developed and attached to this document at a future date.

A. PERSONNEL, POLICY AND STAFFING

Once the personnel and staffing requirements have been established by the Sponsor and Agent, the Agent shall hire, train, pay, and supervise all personnel, including independent contractors and other service providers.

JOB TITLES AND RESPONSIBILITIES. The following personnel will be involved in the management of the property:

Resident Manager: The Resident Manager will live on-site and will receive an annual salary based on the Center for Non-Profit Management's annual average salary data or other industry data, with variations depending on experience.

Director of Property Management (and any of their designees): Based at the central office at 200 Rose Blvd., Venice, CA, the Director visits sites regularly, provides staff supervision, and oversees all aspects of property management.

B. HIRING POLICY

Applicants who complete an application with Agent will be considered for positions, and all hiring shall conform to Equal Employment Opportunity guidelines without regard to race, religion, color, national origin, sex, age, marital or veteran status, or medical condition.

Special efforts will be made to provide information regarding job openings to women and minority candidates and contractors, as well as people with lived experience, through outreach to community organizations, bulletin boards, newspapers and other communications media. All hiring materials will indicate that Agent is an Equal Opportunity Employer.

The Agent will give priority to qualified residents and then to members of the community in the hiring of all personnel, and will make available all pertinent information such as qualifications, compensation, application procedures, etc. to the Sponsor.

C. STAFF TRAINING

Staff will receive comprehensive training at the Agent's central office facility, as well as on site. In addition, authorized personnel will provide concentrated training to personnel on a regular basis. The Agent will also

send project related personnel to relevant management workshops sponsored by various property management associations for the purpose of updating and renewing work-related skills.

Property Management personnel will all be provided with training programs to help cultivate and build professional skills to support tenants, build a positive and safe culture, improve client engagement, and meet all regulatory requirements for property management. These trainings will include workshops, online courses, panels, and case studies individually and in group settings. Tactical workshops will center around motivational interviewing and client-centered counseling. Trainings will be facilitated on a quarterly basis or as-needed to ensure all staff have the appropriate tools and resources available to professional develop and cultivate their skills.

D. ACCOUNTING

Financial accounting, reports and records shall be in conformance with standard accrual basis accounting procedures and shall be responsive to the guidelines provided by the lenders and other governing agencies.

The Agent shall maintain all accounting records on a computer system at the central office location or in a cloud based storage system readily available. Records of rent collection and all financial transactions will be transmitted to the central office and input into the computer system where a general ledger, cash receipts, and disbursements records will be maintained.

All regulatory reporting documents will be completed monthly in conjunction with the Owner and will be based upon the requirements of the regulatory agencies. At a minimum, the Owner shall receive monthly reports concerning the following:

- A. Cash status report including cash receipts, disbursements and receivables
- B. List of accounts payable
- C. Comparisons of actual versus budgeted operating costs for month and year-to-date.
- D. Vacancy report

E. OPERATING DISBURSEMENTS

Disbursements from the operating account shall be made as described in the Management Agreement. Bills will be paid and accounts will be funded pursuant to the requirements of the Project's regulatory agreements. Specifically,

1. A purchase order system will be utilized to document most project expenses for 3rd party vendors with the exception of items and services provided on a regular contractual basis (utilities, trash removal, service contracts, etc.). Purchase orders are approved by an Agent's Director or designee.
2. Purchase order copies will be matched to invoices prior to payment. Checks will be vouchered for payment by the Agent's central office and processed weekly for payment of any payable on hand.
3. The following separate accounts shall be established:

General Operating Account - The Agent shall maintain an operating account for rent collection and payment of the project's operating expenses.

Operating Reserve Account - To be funded initially by the Sponsor. Funds may be transferred from this account only to cover actual operating expenses in excess of the approved budget amount, or to compensate for vacancy and bad debt losses in the approved budget amount.

Replacement Reserve Account - To be funded through regular contributions from the operating budget.

Security Deposit Account - To be funded by the residents' security deposits.

F. COST CONTROLS

Careful monthly monitoring shall allow for cost control, prompt identification of potential problems and sufficient lead time to develop plans to meet project needs.

Major budget variances shall be reviewed by the Agent 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.

At least three competitive bids will be sought for contract services over \$5,000 such as landscape maintenance and services related to periodic capital improvements (exterior painting, roofing, etc.)

In the event that items need to be purchased that either were not budgeted or that would bring the Project over budget, the Sponsor will review and approve such additional purchases.

In order to ensure strict compliance with the requirements noted above, 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 Sponsor and to any accounting firms hired to provide audits or other reports for the Project.

G. INSURANCE

The Sponsor 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 applicable regulatory agreements. Competitive bids will be sought to ensure the most cost effective coverage available and both the coverage and the carrier(s) will be reviewed bi-annually regularly. All insurance policies and renewals thereof shall be issued by a carrier and in a form acceptable to all funders and regulatory agencies. Property insurance policies shall name all funders and regulatory agencies which so require as an addition loss payee and liability insurance policies shall name those funders and regulatory agencies that so require as additional insured.

6. AFFIRMATIVE MARKETING PLAN

A. PROCEDURES

With respect to the treatment of applicants, the Sponsor/Agent will not discriminate against any individual or family because of race, color, creed, national or ethnic origin or ancestry, religion, sex, sexual preference, gender identity, age, disability, handicap, military status, source of income, marital status or presence of children in a household, acquired immune deficiency syndrome (AIDS) or AIDS-related conditions (ARC), or any other arbitrary basis. No criteria will be applied or information considered pertaining to attribute of behavior that may be imputed by some to a particular group or category. All criteria shall be applied equitably and all information considered on an applicant shall be related solely to the attributes and behavior of individual members of the household as they may affect residency as it pertains to the household's ability to adhere to the terms of the lease, likelihood of disturbing the peaceful enjoyment of other tenants and ability to care for or provide care for the unit.

LAX Suites will partner with the lead CES organizations in SPA 8 for tenant referrals through the CES systems. CES will refer potential tenants to the LAX Suites via CES policies. Any person who contacts the project directly will be instructed to contact local service providers for entry into the CES system, certification of eligibility and subsequent referral to the project. CES is responsible for an outreach plan that effectively covers the SPA.

B. LIVE-IN AIDES/ATTENDANTS

Live-In Aides/Attendants must complete a Live-In Aid Application and all required forms and attachments, and be approved by management prior to occupancy. Live-In Aides/Attendants must pass all screening criteria except for the income and asset verification process and credit requirements. Live-In Aides/Attendants will be required to provide identification and proof of a social security number.

C. UNIT SIZE/ OCCUPANCY STANDARDS

An appropriately sized unit must be available within the property. Based on the household composition of the planned target population, there will be an adequate number of bedrooms. Families will be housed in accordance with the following:

UNIT SIZE	MINIMUM	MAXIMUM
Studio	1	2
1 Bedroom	1	3

No more than two persons will be required to occupy a bedroom.

NOTE: Sharing of bedrooms by non-related, single, adult tenants will be allowed under a shared housing model, but will not be required.

D. FAIR HOUSING

- A. The project will comply with all Federal, State, or local fair housing and civil rights laws and with all equal opportunity requirements set forth in HUD's administrative procedures.
- B. The corporation will comply with Affirmative Fair Housing Marketing Plan.
- C. It is the policy of the corporation to guard the privacy of individuals conferred by the Federal Privacy Act of 1974, and to ensure the protection of such individuals' records maintained by the project.
- D. The corporation will seek to identify and eliminate situations or procedures, which create a barrier to equal housing opportunity for all. In accordance with Section 504 the corporation will make reasonable accommodation for individuals with handicaps or disabilities (applicants or residents). Such accommodations may include changes in the method of administering policies, procedures, or services.
- E. The housing application and screening processes will be fully accessible to persons with disabilities. Authorized staff will assist applicant with understanding the content of written materials, when necessary.
- F. Residents will be provided a current copy of the Department of Justice's consumer rights policy: A Guide to Disability Rights Law (www.ada.gov).
- G. The project and specific unit may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.
- H. Moving On Strategies: Supportive services & Property Management team will work with each tenant on their Individual Services Plans (ISPs), and will work with government agencies as relevant the to ensure that our staff is trained on and familiar with the process so that we can assist tenants as needed. When moving to another permanent housing solution, including a reduced level of care is identified as a tenant's goal, the services team assists the tenant with identifying other housing opportunities. When it's appropriate, our staff also writes a recommendation letter on the tenant's behalf stating our belief that the tenant is ready to move on to the housing option of their choice. then supporting them in their applications for housing. Property management will provide reference checks as the current landlord.

E. ELIGIBILITY

The criteria for eligibility for supportive housing will meet the minimum required by funders without additional criteria imposed: The program requirements:

- A. All income will be verified in writing from third party income source on appropriate LAX Suites income verification forms.

1. All assets, including bank accounts, will be verified.
2. The applicant must have an eligibility income equal to or less than the funder – established income limits.

B. In accordance with HUD regulations & owner requirements:

1. Credit and criminal reports will be obtained for each applicant 18 years of age and over. Applicants may be denied based on failure to meet the credit and criminal criteria as outlined in Section VII of this Resident Selection Criteria.
2. Net income and gross expenses will be used to determine an individual's historical ability to pay credit obligations.
 - a) The net income is determined by the three most current check stubs, which are to be calculated for a twelve-month period, then divide by twelve.
 - b) All items on expenses will be determined after discussion with the applicant on a line-by-line basis using actual, not arbitrary, figures.
3. Previous landlords will be contacted for a reference concerning payment records well as the history of complying with lease requirements and housekeeping habits.
4. Social Security numbers will be required for all household members age 18 and over. Applicants will have sixty (60) days to provide verification of legal status. If the applicant is unable to provide documentation within sixty (60) days the applicant will be removed from the waiting list. If applicant's household consists of certain members who are citizens and others that are to be citizens, applicant will be considered for occupancy but subsidy shall be prorated in accordance with HUD regulations. Applicants may, in some cases, self-certify their Social Security numbers when acceptable documentation is not available.

F. CRIMINAL BACKGROUND CHECK

A check will be made of criminal conviction records for the past ten years for all adult households. Felony offenses may be grounds for rejection if such offenses involve physical violence to persons or property, domestic violence, sexual abuse, sales of narcotics, illegal weapons possession, any form of assault, breaking and entering, burglary or drug related criminal offenses. Applicants will be provided the criminal background record and provide an opportunity to respond and to provide evidence of incorrect information or mitigating factors. Applicants that do not pose a demonstrable risk to resident safety or property will not be screened out.

Property management will screen applicants in the order of referrals received. The screening includes a completed tenant application, third party income verification, review of rental history and/or landlord references, a credit report and a criminal history check. A check will be made of criminal conviction records for the past ten years for all adults in the household. Felony convictions may be grounds for denial of an application, but only if the offense involves physical violence to persons or property, sexual violence, illegal weapons possession, or drug-related criminal offenses that are prohibited by rental subsidy programs. Convicted sex offenders will not be approved. Other applicants with serious criminal convictions will be given a copy of their background report and given an opportunity to provide evidence of incorrect information or mitigating factors.

An application may be rejected based on criminal background checks for any of the following objective criteria:

- Criminal records prohibited by rental subsidy programs and/or without mitigating information
- Falsification of any information on the application

G. GENERAL

- A. The supportive housing application and intake process will only request limited information to determine eligibility for housing required by funders. The application and other forms will be in multiple languages staff will assist tenants in understanding all written information. All information will be in plain language. Multilingual staff will be accessible to tenants for interpretation and translating need.
- B. Property Management and the resident services team will work closely to establish a system for staff to communicate with prospective tenants during the application process to track and retain adequate documentation.
- C. The applicant must agree to pay the rent required.
- D. Pets will be allowed with advance approval. However an animal required for physical or emotional assistance by a person who is disabled is not considered a pet, but may be subject to an approved reasonable accommodation request. Regulations may require a verification of disability and the determination of the reasonable accommodation request will be made by the medical professional. Certified service animals will be allowed without any reasonable accommodation request or additional documentation.

E. All applicants must fulfill the terms of the lease (with or without 3rd party assistance), particularly concerning:

1. Timely payment of rent;
2. Maintaining premises in safe and sanitary condition;
3. Not interfering with management or quiet enjoyment of the property by others.

G. Victims of Domestic Violence:

An applicant's or tenant's status as a victim of domestic violence, or stalking is not a basis for denial of rental assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission.

H. GROUNDS AND PROCESS FOR DENIAL

A. Application may be rejected for any of the following:

1. Failure to present all members of the family at the full family interview (or some other time acceptable to management) prior to completion of Initial Certification.
2. Criminal records prohibited by rental subsidy programs and/or without mitigating information
3. Falsification of any information on the application
4. Eligibility income exceeding the maximum allowed for the specific program
5. Significant disrespectful or disruptive behavior toward management, the property or other residents exhibited by an applicant or family member any time prior to move –in (or a demonstrable history of such behavior)
6. Family composition not appropriate for available bedroom size;
7. Other good cause; including, but not limited to, failure to meet any of the selection criteria in this document
8. A negative landlord or other reference, encompassing failure to comply with the lease, poor payment history, poor housekeeping habits, eviction for cause; or criminal activity outlined above without mitigating information;
9. A negative credit report without mitigating information

B. There is a notification process that promptly informs an applicant in writing if their application is denied with an explanation of the grounds of the denial.

- 1) If an applicant is denied for any reason, the applicant will be notified in writing of the decision, along with the Grievance and Appeal Procedures. A phone and/or email message will also be provided and, if a release of information is on file, the CES representative will be notified.
- 2) Denied applicants are given 14 days to appeal the decision in writing. A grievance committee will consist of board and staff representatives from the Owner. If the decision is reversed, the applicant will be considered for the same unit, if available, and/or future vacancies.

Prior to making a final decision to deny an applicant, LAX Suites will consider all mitigating circumstances and evaluate reasonable accommodations, which might make rejection unnecessary. LAX Suites is a low-barrier, housing first model and all efforts will be made to accept each referral and approve tenants.

I. WAITING LISTS

LAX Suites will not be operating a waiting list process for available permanent supportive housing units, which all units in LAX Suites will be. Instead, we are required to and will rely on the Coordinated Entry System (CES) as the wait list for the property. Vacancies announced to CES waitlist include information on accessible units, as do the tenant-based CES assessments. This information is used in the match of the tenant to the vacant unit.

If for some reason the local policy changes, or CES is no longer an active wait list in compliance with all laws regarding accessibility of others, LAX Suites will provide an alternative waiting list process similar to the one currently used in other Venice Community Housing affordable, non-supportive housing units.

J. ANNUAL RECERTIFICATION

The annual tenant recertification procedure will be as follows:

- a. A spreadsheet will be kept on the move-in anniversary month for all residents.
- b. Ninety (90) days prior to their anniversary month, residents will receive a letter advising them of their impending recertification date and asking them to sign the release portion of the third party verification forms. These will be forwarded to the appropriate third parties.
- c. Sixty (60) days prior to the anniversary month, the manager will review the income information and determine the continued eligibility and income status of each resident due to be recertified and schedule appointments with those residents.
- d. Thirty (30) days prior to the anniversary month the manager will interview the residents due to be recertified in the following month. At this interview the residents will be advised of any changes in their eligibility and income status and/or rental obligation.

6. COLLECTION POLICIES AND PROCEDURES

- A. The property manager shall collect and submit all rents, resident fees and charges promptly to the accounting department for deposits and payment recording to project account. A rent payment receipt will be provided upon request.
- B. All rent will be due and payable on the first day of the month, but no than five (5) working days after due date. Rental payment will be made on-site either by check or money order.
- C. Rents not received by the fifth (5th) of the month are considered late. Property Management will contact both the resident and Resident Services within two (2) days of receiving non- payment information. After the initial contact to inform both the resident and Resident Services a written 3-day notice to pay rent or quit will may be sent. If the rent is not received by the tenth (10th), the Resident Manager will inform the Management Team (consisting of property manager, property supervisor, and other authorized staff) who will review the collection efforts and make a recommendation to file an Unlawful Detainer or to continue to pursue collection efforts.
- D. Partial rent payments (except for pro-rated rents involving a mid-month move-in rate) may not be accepted. However, where the resident is receiving a Welfare or Social Security check, the resident's payment schedule may be arranged accordingly.
- E. Rent increases shall be anticipated and implemented as the needs of the Project dictate, in conjunction with the preparation of the Annual Operating Budget. The Agent shall prepare the Annual Operating Budget at least sixty (60) days prior to the beginning of the Projects fiscal year.
 - 1. Rent increases shall be implemented in conformance with all regulatory agreements and local and state rent stabilization ordinances.
 - 2. Rent increases for units occupied by holders of Section 8 certificates or other rental subsidy shall be coordinated with the local Housing Authority or governing agency.
- F. Should a resident cause damage to the premises in the course of tenancy, the resident will be billed for the repair of such damages when they occur, in order to avoid using the resident's security deposit for payment. These damage charges will appear on the resident's rent ledger card and will show as a balance due until paid in full. However, should these charges still be owed when the resident vacates the unit, such charges will be deducted from the security deposit fund.
- G. Residents having financial problems that affect payment of their rent may be referred to an appropriate social agency for assistance with remedying their problems. In most cases a rent payment plan can be created and maintained with Property Management with coordination with Residents Services. Utility rate assistance programs are available should a resident need further financial assistance. Tenants can discuss potential rent assistance programs with their case manager or resident manager. The resident services team will then collaborate with property management team to seek avenues for financial relief.
- H. A late fee of \$10.00 will be charged in connection with any rent payment not received by the tenth (10th) day of the month.

- I. A service fee of not less than (\$25.00), and no more than the actual cost, will be assessed on the tenant will be charged for returned checks. Following the occasion of two (2) checks being returned by the bank, rent payment by cashier's check or money order will be required.
- J. Legal costs incurred in pursuing collections of rents and/or eviction procedures shall be borne by the Project and shall be paid for out of the General Operating Account.
- K. Rent Collections shall be recorded by the property manager. A bookkeeping system will record the deposit.
- L. 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.

7. SECURITY DEPOSITS

- A. Residents shall be required to make a refundable security deposit in accordance with the requirements of the Sponsor. The deposit shall be equal to one month of the unit's rent. The security deposits shall be held in a separate trust account with a depository insured by an agency of the federal government or a comparable federal deposit insurance program. The balance of this account shall at all times equal or exceed the aggregate of all outstanding deposits plus accrued interest.
- B. When a unit has been vacated, the Resident Manager will perform 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. A resident may, but is not required, to participate in this inspection. The move-out inspection form will be compared to the move-in inspection form to determine the extent of resident caused damages.
- C. Within 21 days from the date of move-out, a security deposit refund form will be completed indicating:
 - 1. Security Deposit on hand;
 - 2. Amount of rent or unpaid charges owing as of the date of the move-out
 - 3. Amount of the damage or cleaning charges to be assessed. An itemized list of work and actual costs will be attached to the forms for repair, cleaning or replacement of items above normal wear and tear.

The balance of the security deposit and interest after deductions for outstanding rent, charges, cleaning and damages will be refunded to the resident with this form and itemization of costs.

8. EVICTION PREVENTION POLICY / EVICTION POLICY

Notices to perform or quit will be issued by the property manager for lease violations. Unless instructed in writing otherwise by a tenant, their Case Manager (CM) will receive a copy of the notices. This practice gives the CM the opportunity to intervene on the tenant's behalf to prevent eviction and preserve tenancy and to apply behavior modification strategies. Weekly/bi-weekly site staff meetings also allow both supportive services and property management staff designated time to discuss and strategize about non-private (in

compliance with HIPAA laws) behavioral concerns that might impact the apartment community. In instances where circumstances may lead to eviction, a reasonable accommodation may be requested of property management in order to assist the tenant in preserving tenancy. Lastly, where evictions cannot be prevented, the services staff can and will assist the tenant to relinquish their unit, and relocate alternative housing as a last effort to avoid a formal eviction process.

All evictions are handled on a Just Cause basis based on violations of the lease. The tenant and CM will receive a notification of lease violation, generally within 48 hours of occurrence. If after coordinated efforts between Property Management and Resident Services do not yield compliance, VCH management team will be notified to make a filing determination. If the decision is made to proceed with a legal notice, the tenant and CM will be given a notice to Cure or Quit. If the violation is not cured, an unlawful detainer will be filed.

9. REASONABLE ACCOMMODATION POLICY

If an applicant has a physical or mental disability, and as a result of this disability there are reasonable accommodations that should be considered, the applicant may complete the reasonable accommodation request form or make a verbal request describing the reasonable accommodation(s) being requested and why it should be considered. The tenant may be asked to fill out a reasonable accommodation request form, though it is not required, and the tenant may be requested to provide written verification from a health care provider or other credible party that: 1) the applicant is disabled under California law; and 2) the requested accommodation is related to, and needed because of, the disability.

In addition, an applicant may request that staff be assigned to assist with the application process. Support typically offered by services staff include: explaining and filling out the application form, obtaining supportive documents need to complete the application, attending the property management interview with the applicant, providing bus tokens for site visits and interviews, assisting with the appeal process, assisting in the request for a reasonable accommodation, advocating for the tenant or applicant, attending meetings with the tenant and outside agencies, communicating in the language of the applicant's choice, and assisting in locating alternate housing, among other support.

The tenant has the right to receive notice whether the reasonable accommodation was approved or denied in writing, shall have the opportunity to discuss or recommend alternative accommodations if needed, and shall have the right to appeal. Services staff will be trained to be aware of when applicants might be in need of reasonably accommodative support and proactively engage with management to assure that the target population has equitable and affirmative access to the available units. The reasonable accommodation process is available to tenants during the duration of time they occupy the unit and during the application process.

10. PROCEDURES FOR APPEAL AND GRIEVANCE

Agent and Sponsor will keep residents advised, through newsletters, reminders or written warning notices, of existing policies. Sponsor will work with residents and enlist the support of service agencies as required to prevent recurrent violations. Notices to perform or quit will be issued for all lease violations. However, unless instructed otherwise by a tenant, case managers will receive a copy of said notices. This gives case management the opportunity to intervene on their client's /our tenant's behalf to prevent eviction and to preserve the tenancy. In addition, bi-weekly site staff meetings allow both case management and property management to discuss and strategize about non private (in compliance with HIPAA laws) behavioral concerns that might spill out into the community. Property management can initiate an eviction, however all legal actions against tenants must be reviewed and pre-approved by the Director of Housing. Evictions will take place as a last resort.

Any notice of termination or eviction shall contain a statement of the facts constituting the cause for the termination or eviction and a statement of the resident's rights under the grievance and appeal procedure.

Tenant complaints shall be processed according to the Grievance and Appeal Procedures. This procedure allows for both informal and formal hearing while not waiving the rights of either the resident or management to any judicial resolution of the matter.

Written resident complaints will be responded to in writing by the Agent or Sponsor. Complaints can be mailed or hand delivered to Resident Manager, or any other Sponsor or Agent representative, and can be signed or anonymous. The complete Grievance and Appeals procedure is attached as Exhibit "A".

11. PLANS FOR ENHANCING RESIDENT MANAGEMENT RELATIONS

Resident-management relations shall be based on a policy of cooperation and communication. Residents shall be encouraged to understand that their involvement with the Project and therefore their ideas, priorities, suggestions and concerns, are both sought and valued. The Sponsor shall encourage the establishment of a Residents' Association and shall enlist the support and participation of the residents in the following three areas:

A. COMMITTEES

Resident involvement with other residents through volunteer activities. Examples include: an orientation committee to welcome newcomers to the community; a service committee to visit the sick and run errands for those in need; an activities committee to plan and carry out social/cultural/educational events.

B. PROBLEM SOLVING

Resident participation in solving problems generated by other residents, such as excessive noise or other disturbances. The Sponsor will encourage residents to act as a cohesive body to see that policies affecting the community as a whole are upheld. Ideally, residents with a complaint against one another could present their situations to a committee that would work out an equitable solution. Property Management will notify Resident Services, or vice versa, within 2 days of any unmet tenant

service needs and notifications of tenant issues. A response is also required within 2 days of receiving the notifications.

C. ONGOING COMMUNICATION

Residents shall be encouraged to offer suggestions to the manager and senior management staff in a variety of areas of concern, such as security, maintenance and rent increases.

Resident involvement in planning can result in more relevant, sensitive and effective management policies and also recognizes the principle that "participation brings commitment," i.e. that, given an opportunity to participate, residents will act to improve the quality of life in their community.

D. GREEN EDUCATION SERVICES

The building will incorporate sustainability features. On-site staff will educate tenants on recycling and resource conservation. Green Living Workshops will be offered on topics like nutrition, energy conservation, and edible gardens. The property has a community garden that will be led by the tenants in the cultivation and ongoing maintenance. A master gardener will be consulted to educate tenants. Tenants will learn how to tend to plants and vegetables and then use the vegetables in cooking classes. The building will incorporate several sustainability features.

E. CONFIDENTIALITY POLICY

In permanent housing, with multiple support staff, questions and concerns around privacy and confidentiality may arise.

LAX Suites adheres to a policy of confidentiality respecting every tenant's right to privacy. This is a professional as well as a legal directive, and it is imperative for effective helping relationships. Hence, LAX Suites not only concerns itself with the practice of protecting confidential client information, but also the spirit of confidentiality. This is fundamental to living up to the trust tenants place in the staff, and acting within the boundaries the law provides. All conversations between staff members regarding a specific tenant must:

- 1) Be carried on with professionalism.
- 2) Happen only when necessary and in private (i.e., seeking consultation or supervision, advocating for the tenant, linking him/her to services, etc.).
- 3) Consider what is best for the tenant.
- 4) Have tenant permission whenever possible as required by law.

As is sometimes the case, there are special circumstances in which making confidential information available is necessary or required. These special cases include:

- A tenant who is diagnosed with TB, COVID 19 or similar illness and contagious. DPH must be notified;
- Sharing tenant information with emergency service providers, including the completion of a 5150 Form, and/or providing information to paramedics or psychiatric emergency during an emergency medical situation;
- Knowledge of child or elder abuse triggers notification;
- Upon written and signed release of information form from the tenant, support services staff can release any information with Property Management staff or outside service providers named in the form.

F. SUBSTANCE ABUSE POLICY

LAX Suites recognizes that drug use is a part of the world and the communities in which we live. Property Management will work with tenants to minimize any harmful effects of drug use on each individual and the community as a whole. We wish to respect every individual's right to health and well-being and to acknowledge their ability to take responsibility for their behavior as it affects themselves, their loved ones and their community. We recognize that for some people this will mean total abstinence from drugs and alcohol and for others this may mean responsible use and/or harm reduction activities. This includes discussing tenant's choices regarding substance use in a non-judgmental manner and helping them make decisions for themselves about their own substance use goals. If drug and alcohol use is apparent we will explore with the tenant what purpose it serves for them, and how it causes them harm. However, some behaviors related to substance use or abuse are not allowed. Continued violations of these substance abuse policies will be grounds for eviction:

- Absolutely no drug sales or distribution will be allowed. This includes the buying and selling of any illegal substance or non-prescribed psychiatric medication on or immediately surrounding the premises. Staff may contact police if selling or distribution becomes apparent in the building.
- No drugs or alcohol in the community areas at any time. This includes the lobby, hallways, community room, etc.
- No public intoxication in the above community areas.
- No drug seeking behavior in the community. This includes, but is not limited to, knocking on other resident's doors requesting money or substances and threatening other residents or staff.
- Substance use may not disturb other residents. This includes, but is not limited to, making excessive noise or being noisy after hours, leaving drugs or drug paraphernalia in public areas, having excessive visitors, or having substances available or visible to other residents.
- Substance use cannot interfere with the financial responsibilities of each tenant such as payment of rent becomes a problem, money management may be offered as an alternative to eviction.
- Residents will be responsible for ensuring that their visitors comply with the above standards.
- If substance use becomes problematic to the community, or it appears that substance use is endangering the housing status of a resident, all attempts will be made to implement substance use counseling and/or harm reduction strategies as an alternative to eviction.

12. MAINTENANCE AND REPAIRS

A. IDENTIFICATION OF MAINTENANCE STAFF

All maintenance and/or janitorial work will be completed by staff or contractors that are easily identified via a name tag, clothing with the company named on it, or similar means.

All routine janitorial work will be scheduled and/or completed by the Resident Manager. Any supplemental or extraordinary work that is required will either be contracted out to a private janitorial firm or undertaken by an employee of the Agent and billed to the project. Maintenance work will also be done by an employee of the Agent or its contractors and billed to the project.

Work requiring a licensed contractor such as major plumbing, electrical or mechanical work shall be contracted for by the Agent, according to the Management Agreement. Scheduling of maintenance work, to be completed by an outside contractor, will be subject to the scheduling available through the selected contractor.

Maintenance Work Orders will be reviewed and coded to reflect order of completion. Emergency work orders will take precedence over general unit/building work orders. Work orders will be completed within a maximum of 5 days. Residents and Resident Services will be notified if work will not be completed within initial 5-day completion period, including the reason for delay.

B. PREVENTATIVE MAINTENANCE SCHEDULE

A preventative maintenance schedule will be prepared and updated by the Agent. Annual and other regular inspection forms will be used by the Agent to inspect and document the interior and the exterior of the project. Notations will be made for any areas requiring special attention. A 100% unit and building inspection will take place at least annually, in addition to any inspections from funders/lenders, etc.

The Agent will generally contract out for pest control services. General services will be performed once a month and for individual units on an as needed basis. Residents are instructed to complete and submit a maintenance work order to indicate maintenance work being requested. Blank work order copies will be located in the laundry facility, with the on-site Property Manager/Supervisor and inside any VCHC offices. Resident Services to notify Property Management with any maintenance concerns within 2 days of noticing.

The exterior and interior of the building will be painted every seven 7 to 10 years or as needed. All equipment will be maintained based upon the individual equipment guidelines. There will be annual inspections of all units to determine maintenance needs. Monthly and weekly inspections of the exterior of the complex will also be conducted.

C. TENANT REQUESTED MAINTENANCE

Tenants will fill out a work order and deliver it to the Resident Manager, or call in a work order. Authorized staff will assist residents with understanding the content of written materials, when necessary, and will be available to help complete maintenance work order forms. Management will determine if the work order request requires emergency or routine attention. Emergency repairs are those which cause or may cause significant damage or make any area unsafe or uninhabitable.

Every effort will be made to correct emergency repairs within 24 hours. Exceptions to this could be when parts must be ordered to complete the service. Further provisions for repairs are outlined in the Management Agreement.

D. SCHEDULE OF USEFUL LIFE AND REPLACEMENT NEEDS FOR MAJOR ITEMS

Roof	20 years
Carpet/Flooring	5-30 years
Kitchen Appliances	10 years
Common Appliances	10 years
Mechanical	25-35 years
Paving	5-10 years
Landscaping	5-10 years

E. WHOLE BUILDING UTILITY MONITORING:

LAX Suites will utilize the analytical tools available to implement a Whole Building Utility Monitoring program. The goals of implementing this program is to track usage, benchmark sustainability measures, proving analytical reports, consolidate budgets and forecast future usages. The outcomes for implementing this program include identifying identity theft, minimizing late fees, discovering usage spikes quickly, managing rate changes, minimizing shut-offs, and guaranteeing financial security. The policies included to implement the Whole Building Utility Monitoring program include:

1. Training
2. Monthly reports for utility usage and quarterly assessments for overall portfolio
3. Trainings on predicting future usage rates based off past data
4. Create companywide initiatives to incentive less usage from tenants on common areas
5. Trainings on Energy Management and leveraging data to help lessen energy usage
6. Keep abreast of latest technologies available for sustainability and improved energy efficiency

Signed by: 

Becky Dennison, Executive Director Venice
Community Housing Corporation

Date: January 7, 2022

To be amended as needed, prior to start date of the management plan upon completion and lease up of LAX Suites. Attachments follow.

EXHIBIT A - GRIEVANCE AND APPEALS PROCEDURE

Venice Community Housing Corporation

Grievance and Appeal Procedure

This grievance and appeal procedure has been established to provide all parties with a non-judicial means of resolving problems and disputes. Neither use of or participation in any of the procedures included herein, nor a decision by VCHC Executive Director, shall not constitute a waiver of, nor affect in any manner whatever rights you or we may have to any judicial proceedings which may thereafter be brought in the matter.

1. **DEFINITIONS.**

- a. LAX Suites is referred to as “the project” in this procedure.
- b. Venice Community Housing Corporation is referred to as VCHC in this procedure.
- c. Complainant is defined as any resident or prospective resident in the project whose rights, duties, welfare, or status are or may be adversely affected by management’s action or failure to act and who files a grievance with management with respect to such action or failure to act.
- d. Grievance is defined as any formal dispute that a tenant or applicant wishes to file in response to a management determination or decision

2. **DISTRIBUTION AND AMENDMENTS TO THIS PROCEDURE.**

VCHC will give a copy of this procedure to all tenants at the time they move into the project and to each prospective tenant who is rejected for tenancy. If this procedure is changed, VCHC will provide a full revised copy.

3. **APPLICABILITY.**

- a. This procedure shall apply to all individual grievances between VCHC and resident and applicants for VCHC housing.
- b. This procedure shall **not** apply to:
 - 1) The validity or propriety of the terms and conditions of the residential lease or addendums
 - 2) A formal eviction process that has been initiated
 - 3) Disputes between multiple tenants not directly involving VCHC.

4. **RIGHT TO A MEETING.**

When you file a written request as described in this procedure, you are entitled to a meeting, relative to any grievance as defined in Section 1 of this procedure.

Presentation of grievance. The tenant or applicant must present the grievance within a reasonable time. The grievance may be simply stated, but you should specify the particular ground(s) for the grievance and the action or relief you seek. VCHC will schedule a meeting with you within five working days upon receipt of a written request.

Fair meeting. The tenant or applicant are entitled to a fair meeting providing the basic safeguards of due process before the meeting officer and you may be represented by counsel or another person chosen as your representative. The tenant or applicant must be personally present at the meeting.

Discovery. The tenant or applicant or your authorized representative may examine before the hearing and, at your expense, request copies of all of our documents, records, and regulations that are relevant to the meeting.

Time limits. When VCHC receives the tenant or applicant written request for a meeting, VCHC will contact the tenant or applicant in person or by telephone to discuss a convenient date and time for the meeting. To avoid unnecessary delays in resolving grievances, the meeting will be scheduled by VCHC as promptly as possible, no more than five days after the receipt of your request for a meeting. VCHC will inform the tenant or applicant to the schedule for the meeting and the procedures governing the hearing by way of written notification delivered to the tenant or applicant no less than five days in advance.

Disputed rents. If the grievance involves the amount of rent, all rent must be paid in full and held in a trust account. Any tenant who is delinquent with rent is **not** eligible for this grievance process.

Failure to appear at meeting. If the complainant who filed the grievance fails to appear at the meeting, the VCHC Executive Director may postpone the meeting for up to five days, or make a determination that the absent party has waived its right to a meeting.

5. TYPES OF MEETINGS.

There are two types of hearings with respect to this procedure:

a. Informal Hearing. This is an informal hearing between you and management to discuss your grievance. The goal of the informal hearing is to settle the problem without the need for a formal hearing. In the event the problem is not settled, you may request a formal hearing as provided in this procedure.

b. Summary and answer. VCHC will prepare a written, dated, and signed summary of our discussion and answer to the complainant's grievance within a reasonable time, not to exceed fourteen days. VCHC will mail or deliver one copy to the complainant and keep one in the tenant's file. VCHC's answer shall specify;

- 1) The names of the meeting participants
- 2) The date of the meeting
- 3) The nature of the grievance
- 4) The proposed disposition of the grievance and the specific reasons
- 5) Your right to a formal hearing

5. Request for a formal hearing. If you are dissatisfied with the proposed disposition of the grievance as stated in the answer, you may submit a written request to VCHC for a formal

hearing. The complainant should make a written request within a reasonable time after the answer to the grievance is received, but not to exceed ten days, and you must date and sign the request. VCHC will place a copy of the complainant's request in the tenant's file along with the grievance and the answer.

- d. Failure to request a meeting. If the tenant or applicant does not request a formal hearing within the time allowed of ten days, you waive your right to a formal hearing and the proposed disposition of the grievance becomes final.

- e. Formal Hearing. If you are dissatisfied with management's decision at the informal hearing, you have a right to a formal hearing. An impartial person who is mutually agreeable to you and management will conduct the formal hearing. In the event you cannot agree on such a person, a three-person hearing panel will be selected. You will select one person, management will select another, and the first two panel members will jointly select the third person. These three individuals will comprise the hearing panel. If the members appointed by you and management cannot agree on a third person, such member shall be appointed by an independent organization contacted by management, such as the American Arbitration Association. A written decision shall be delivered to both complainant and VCHC and **decisions from the formal hearing are binding on the complainant and VCHC.**

- f. Costs. If the formal hearing panel renders a decision in favor of VCHC and further specifically finds that the grievance was totally without basis and filed for the purpose of harassment or based on the same or similar facts as a grievance previously filed by you or a member of your household or on your or their behalf, the formal hearing panel may, at their discretion, assess the cost and expenses of the hearing to you.