

COUNTY OF MONTEREY, on behalf of  
 MONTEREY COUNTY BEHAVIORAL HEALTH BUREAU  
 HOPE HOUSING MARINA LEASE

NAME OF RESIDENT: \_\_\_\_\_ DWELLING BED#: \_\_\_\_\_

ADDRESS: PUEBLO DEL MAR 17<sup>th</sup> REGIMENT COURT AND KWAJALEIN COURT, MARINA, CA 93933

The County of Monterey, on behalf of the Monterey County Behavioral Health Bureau, holds the Master Lease for the abovementioned property from Housing Authority of Monterey County (hereinafter referred to as "Owner"). The County of Monterey, on behalf of the Monterey County Behavioral Health Bureau (MCBHB) (hereinafter referred to as "Landlord"), does hereby lease to \_\_\_\_\_ (hereinafter referred to as "Resident") the dwelling (hereinafter referred to as "Premises") described under the terms and conditions listed below.

1. **TERM OF LEASE:** This lease shall be for a period of one (1) calendar month.
2. **RENEWAL OF LEASE:** At the end of the initial term, this lease shall be automatically renewed for successive terms of one calendar month each but will not exceed beyond **June 30, 2027**, unless terminated by either party as stated below.
3. **MEMBERS OF HOUSEHOLD:** For individual Residents sharing a unit, they will reside with one other Resident. Resident's household includes any animal approved to reside in the unit. Maximum occupancy for families will not exceed four (4) family members total per unit. "Household" members include Resident, resident's family members listed below, and any animal approved prior to lease signing. Occupants under this lease are limited to the Resident(s) and following members below:

Name	Relationship	Date of Birth
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. **RENTAL PAYMENTS:**  
 Resident agrees to pay \$ \_\_\_\_\_ rent per month payable in advance on the first day of the calendar month beginning \_\_\_\_\_, 20\_\_\_. The monthly rent shall remain in effect unless adjusted as stated below in paragraph nine (9). The initial prorated rent for the period beginning \_\_\_\_\_, 20\_\_\_ and ending \_\_\_\_\_, 20\_\_\_ shall be due and payable at the time this lease is executed. Rent is calculated as 30% of the household/family income.

Rent Checks and Money Orders will be made out to "Monterey County Behavioral Health Bureau". Rent is due on the first of each month and is delinquent on the tenth. The cost of service of any 3-Day Notice for late payment of rent shall be charged to the Resident's account and payable immediately.

5. **SECURITY DEPOSIT:** Hope Housing will not collect a security deposit from Resident. Security and pet/assistance animal deposits will be paid by MCBHB and upon Resident move-out, the unused portion of the deposit will be reimbursed back to MCBHB and will be set-aside to fund future Resident security deposits.

6. **UTILITIES SERVICES AND EQUIPMENT FURNISHED BY LANDLORD:**  
 Owner and Hope Housing representatives shall furnish the following checked utilities, services and equipment and included in the monthly rent:

- |  |   |   |   |  |
|--|---|---|---|--|
| <input checked="" type="checkbox"/> Gas          | <input checked="" type="checkbox"/> Electricity | <input checked="" type="checkbox"/> Water     | <input checked="" type="checkbox"/> Sewer | <input checked="" type="checkbox"/> Garbage Collection |
| <input checked="" type="checkbox"/> Refrigerator | <input type="checkbox"/> Electric Range         | <input checked="" type="checkbox"/> Gas Range | <input checked="" type="checkbox"/> Heat  | <input checked="" type="checkbox"/> Coin Laundry       |
| <input checked="" type="checkbox"/> Furniture    | <input type="checkbox"/> Other (specify) _____  |   |   |  |

Residents shall have the following utilities connected at all times during their tenancy:

- |   |   |   |   |  |
|---|---|---|---|--|
| <input checked="" type="checkbox"/> Gas | <input checked="" type="checkbox"/> Electricity | <input checked="" type="checkbox"/> Water | <input checked="" type="checkbox"/> Sewer | <input checked="" type="checkbox"/> Garbage Collection |
|---|---|---|---|--|

- a. Cooking privileges are limited to the common kitchen area. Portable stoves and heaters are prohibited in the bedrooms.
  - b. Landlord will not be responsible for failure to furnish utilities by reason of any cause beyond its control.
  - c. All units are furnished. Resident is prohibited from removing said furnishings and must coordinate adding personal furniture with Hope Housing staff.
7. **MAINTENANCE AND REPAIR CHARGES:** Residents shall pay for all maintenance and repair charges including cleaning and fumigation rendered necessary by the acts or neglect of Resident. Charges assessed shall become due and payable to the Landlord on the first of the month following the month they are incurred or as outlined in payment plan.
8. **ANNUAL REDETERMINATION OF RENT- DWELLING SIZE AND ELIGIBILITY:**
  - a. At least once every twelve (12) months, Resident agrees to furnish accurate and conclusive information as requested by Landlord about income, employment, and members of the family for use by Landlord in determining whether the rental amount should be changed, whether the size of the premises is still appropriate for Resident's needs and whether Resident is still eligible for the housing. This determination shall be made in accordance with the provisions set forth in Landlord's Statement of Policies governing leasing and occupancy.
  - b. Any change in rent required as a result of this redetermination shall be made effective the first of the month following the date of the reexamination.
  - c. When a reexamination is completed, Landlord and Resident will, if necessary, execute an Amendment to Lease.
  - d. Resident's rental application and personal declaration(s), copies of which are attached hereto are hereby incorporated in and made a part of this lease agreement. Any material misrepresentation or omission made by Resident in the application or personal declaration will constitute a material breach of this lease agreement.
9. **REPORTING INTERIM CHANGES IN INCOME AND FAMILY COMPOSITION:**
  - a. The Resident agrees to report the following changes in family composition or income within ten (10) days of the change:
    - i. There is a loss of lessee through death, divorce or other continuing circumstances, or addition of a family member who, by marriage, remarriage or otherwise, shall become lessee in accordance with Landlord Policy.
    - ii. Any increase or decrease in family income.
    - iii. Commencement or discontinuance of General Assistance (GA), Temporary Assistance for Needy Families (TANF), or Supplemental Security Income (SSI).
  - b. If these reported changes result in a decrease in the Resident's rent, the reduced rental rate shall become effective the first day of the month following that in which the change was reported. Resident agrees to accept the rental reduction as an Amendment to the Lease. Any overage charges will be credited to the Resident's account.
  - c. If the reported changes result in an increase in the Resident's rent, the higher rental shall take effect the first day of the second month following that in which the change occurred. Resident agrees to accept the rental increase as an Amendment to the Lease.
10. **RETROACTIVE RENT CHARGES:** If the Resident has failed to report changes in family circumstances as required in Paragraph 9, or misrepresented to Landlord the facts upon which rent is determined, and his misrepresentation or failure to report facts results in the Resident paying less rent than Resident should have been charged, Landlord shall adjust the rent to the proper amount.
  - a. The increase in rent shall be made retroactive to the first day of the second month after the change in family circumstances occurred.
  - b. The new, increased rental rate and all retroactive rent shall be due and payable on the first day of the month following receipt of the Amendment to the lease.
11. **REQUIRED TRANSFER:** If Landlord determines that the size of the premises is no longer appropriate to Resident's needs, Landlord may amend this lease by notifying the Resident, in accordance with the Paragraph 19, that Resident will be required to move to another unit of appropriate size or type within the community in which the Resident lives, giving Resident reasonable time in which to move. If Hope Housing staff determines that transferring Resident to another unit is in the best interest of the Resident or milieu, or for Landlord to respond to a reasonable accommodation request in accordance with Paragraph 26, Landlord reserves the right to transfer the leased bed to a more safe or compatible dwelling.
12. **OCCUPANCY OF THE DWELLING:** Resident agrees not to assign this lease, nor to sublet or transfer possession of the premises, nor to give overnight accommodations to boarders, visitors, or lodgers. Resident further agrees not to use or permit the use of the Premises for any purpose other than as a private dwelling solely for the Resident and members of Resident's household as set forth in Paragraph 3 above. Any additions to the household members on the lease, including Live-in Aides, but excluding natural births, require the advance written approval of the Landlord. Such approval will be granted only if the new family members pass the Landlord's screening criteria and a unit of appropriate

size is available. Resident agrees to wait for the Landlord's approval before allowing additional persons or assistance animals to move into the Premises. Failure on the part of the Resident to comply with this provision is a serious violation of the material terms of the lease, for which the Landlord may terminate the lease in accordance with Paragraph 20.

13. **RULES:** Resident shall comply with Hope Housing Program Agreements; Hope Housing staff has provided a copy of the Hope Housing Agreement to Resident. Any amendment to the rules shall be in writing and effective 30 days after the notice thereof to you as set forth in Paragraph 30. Resident shall not cause or permit on the Premises or in the common areas excessive noise or activity that disturbs the peace and quiet of other residents or neighbors. Resident shall not cause or permit any other activity constituting a nuisance on or about the Premises of which adversely affects the health or safety of any person, nor shall Resident interfere with the management of the Premises. Resident agrees to act in a cooperative manner with neighbors, Hope Housing staff and Owner's and Landlord's Representatives. By initialing as provided, Resident acknowledges receipt of a copy of such rules, a copy of which is attached to, and made a part of this lease. Resident further agrees to comply with all rules as set forward in the bridge housing program.
14. **RESIDENT OBLIGATIONS:** The Resident Shall:
- a. Comply with all obligations imposed upon residents by applicable provisions of state and local building and housing codes materially affecting health and safety;
  - b. Report immediately to the appropriate federal, state or local governmental agency any case of infectious or contagious disease occurring in the family or among any persons living or staying in the dwelling unit;
  - c. Keep the Premises and such other areas as may be assigned to Resident for Resident's exclusive use in a clean and safe condition including outdoor areas;
  - d. Dispose of all ashes, garbage, rubbish, animal waste, and other waste from the Premises in a sanitary and safe manner;
  - e. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other utilities;
  - f. Promptly notify Hope Housing Staff of the need for repairs to the Premises and known unsafe conditions in the common areas and grounds of the complex that may lead to damage or injury;
  - g. Refrain from and cause Resident's household and guest to refrain from destroying, defacing, damaging or removing any part of the Premises or complex;
  - h. Pay for the repair of all damages, except for normal wear and tear, to the Premises, complex buildings, facilities or common areas according to Paragraph seven (7) which were intentionally or negligently caused by Resident, members of the household or guests;
  - i. Conduct self and cause other persons and who are on the Premises with Resident's consent to conduct themselves in a manner which will not disturb his/her neighbor's peaceful enjoyment of their premises and will encourage the maintaining of the complex in a decent, safe and sanitary condition;
  - j. Refrain from illegal or other activities such as excessive traffic, parties, etc. which impair the physical or social environment of the community;
  - k. Agree that premises are not to be used for any illegal purposes, not to display on or about the Premises any signs without the prior written approval of Landlord or Landlord Representative, not to make any repairs or alterations or install any equipment without the written consent of Landlord or Hope Housing Staff, nor to use the Premises for business purposes without written consent of Landlord or Hope Housing staff;
  - l. Not use or store alcohol or substances/drugs on the Premises, to include in vehicles on the Premises;
  - m. Pets and assistance animals must have prior approval to live on premises. Assistance animal is defined as 1) service animal and 2) any trained or untrained animal that performs specific tasks or assistance and/or provide therapeutic emotional support for an individual with a disability.
  - n. Not place or allow to be placed a waterbed in the Premises;
  - o. Abide by the Program Rules and Expectations as incorporated herein and referred to in Paragraph 13;
  - p. Assure that Resident, any member of the household, guests or any other person under the Resident's control shall not engage in any Criminal Activity that threatens the health, safety or right to peaceful enjoyment of the Premises by other residents or employees or agents of the Landlord;
  - q. Assure that Resident, any member of the household, guests or any other person under the Resident's control shall not engage in any Criminal Activity on or off the Premises. Drug related criminal activity includes the illegal manufacture, sale, distribution, use or possession with intent to sell, manufacture, sell, or distribute or use of a "controlled substance" as defined in section 102 of the Controlled Substance Act (21 USC § 802);
  - r. Refrain from violence, threatening behavior, or disturbing the peaceful enjoyment of the Premises of the other Residents;
  - s. Obey all traffic signs within the housing complex and to park only in assigned or designated parking spaces. Resident agrees to remove from Landlord's property any vehicles without valid registration stickers. Any inoperable or unregistered vehicle will be removed from the premises at Resident's expense. Resident agrees not to repair vehicles on the project site;
  - t. Maintain the grounds and landscaping adjacent to Resident's premises and keep free from waste, debris, and unsanitary conditions. In the event Resident fails or neglects to maintain the grounds as assigned, Resident shall pay to Landlord any and all expenses incurred by Landlord in the maintenance or repair of said grounds rendered necessary by such failure or neglect on the part of the Resident;

- u. Give prompt notice to Landlord of Resident's leaving the dwelling unit unoccupied for any period exceeding one calendar week;
  - v. Act in a cooperative manner with neighbors, Hope Housing Staff, and the employees or agents of the Owner or Landlord. Resident agrees to refrain from acting or speaking in an abusive or threatening manner toward housemates, neighbors and the employees or agents of the Landlord. Resident agrees to actively intervene if members of Resident's household or guests act or speak in an abusive or threatening manner toward housemates, neighbors and the employees or agents of the Landlord;
  - w. Do not display, use, or possess or allow members of Resident's household or guests to display, use or possess any firearms, (operable or inoperable) or other offensive weapons as defined by laws and courts of the State of California anywhere in the unit or on the property of the Landlord;
  - x. Take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises;
  - y. Not smoke or use wick candles inside any dwelling units in the complex, or BBQ grills indoors or outdoors.
  - z. Not commit any fraud in connection with any Federal housing assistance program and not to receive assistance for occupancy of any other unit under any Federal housing assistance program during the term of this Lease;
  - aa. Assigned responsibilities (if none, so state): \_\_\_\_\_
- 

15. **HOPE HOUSING RESPONSIBILITIES:** Owner, Landlord, or Hope Housing Staff will:

- a. Maintain the Premises and complex in a decent, safe and sanitary condition;
- b. Comply with the requirements of applicable state and local building codes, any housing codes and regulations materially affecting health and safety;
- c. Make necessary repairs to the Premises, at its own expense, except as otherwise provided in this Lease;
- d. Keep complex buildings, facilities, and common areas not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition;
- e. Maintain in good and safe working order and condition: electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances supplied or required to be supplied by Owner;
- f. Provide and maintain receptacles and facilities (except containers for the exclusive use of an individual Resident) for the deposit of ashes, garbage, rubbish, and other waste removed from the Premises by the Resident;
- g. Supply running water and reasonable amounts of hot water and heat at appropriate times of the year, except when heat or hot water are generated by an appliance within the exclusive control of the Resident and supplied by a direct utility connection.

16. **DEFECTS HAZARDOUS TO LIFE, HEALTH, OR SAFETY:** In the event the Premises are damaged to the extent that conditions are created which are hazardous to life, health, or safety, of the occupants, the resident must immediately notify the employees or agents of the Landlord of damage and:

- a. Employees or agents of the Landlord shall make repairs within a reasonable time, but the cost of said repairs shall be charged to the Resident if the damage was caused by Resident, Resident's Household, or Resident's guests;
- b. In circumstances where necessary repairs cannot be made within a reasonable time, Landlord shall offer, if available, standard alternative accommodations subject to conditions in Paragraph 19;
- c. In the event repairs are not made in accordance with (a) above, or alternative accommodations are not provided in accordance with (b) above, abatement of rent shall occur in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if the Resident rejects alternative accommodations if the damage was caused by the Resident, Resident's household, or guests.

17. **PREOCCUPANCY AND TERMINATION INSPECTIONS:** When Resident moves in, Landlord Representative/Hope Housing Staff and Resident or his representative shall jointly inspect the Premises and Landlord shall give Resident a written inventory of the condition of the Premises and the equipment therein. This inventory form shall be signed by Landlord Representative/Hope Housing Staff and Resident. When Resident moves out, Landlord Representative/Hope Housing Staff (jointly with Resident and/or representative, if possible) will inspect the premises and give Resident a written statement of the charges for damage, if any, for which Resident is responsible. In addition, periodic inspections conducted jointly by Hope Housing Staff and Resident are a requirement of continued tenancy. Failure to permit Hope Housing Staff to conduct such inspections, after proper notice is given to Resident, as set forth in Paragraph 18, is a violation of this lease.

18. **ENTRY OF PREMISES DURING TENANCY:** Resident agrees that the duly authorized agent, employee, or representative may enter the Premises as following:

- a. Hope Housing Staff or agents of the Owner shall, upon reasonable advance notification to Resident, be permitted to enter the Premises during reasonable hours for the purpose of performing routine inspections and maintenance or for making improvement or repairs. A written statement specifying the purpose of Landlord entry, delivered to the Premises twenty-four (24) hours before such entry, shall be considered reasonable

advance notification. However, Landlord Representative/Hope Housing Staff shall have the right to enter Resident's Premises without prior notice to Resident if Landlord Representative/Hope Housing Staff reasonably believes that an emergency exists which requires such entrance.

- b. If Resident or housemate requests a home call for any purpose, Owner Representatives or Landlord Representative/Hope Housing Staff may enter without written notification being sent to Resident and will attempt to call unit occupants prior to entry.
- c. In the event that Resident is absent from the Premises at the time of entry, Owner Representatives or Landlord Representative/Hope Housing Staff shall leave a written statement specifying date, time, and purpose of entry.
- d. Owner Representatives or Landlord Representative/Hope Housing Staff shall have the right to enter Resident's unit if staff has reason to believe that Resident's health or safety may be in jeopardy. If Hope Housing Staff has reason to believe Resident may have alcohol or drugs on the premises, Landlord may inspect Resident's unit in Resident's presence without giving advance notification of the inspection.

19. **NOTICE OF PROCEDURES:** Any notice to Resident shall be in writing and delivered to Resident or sent by first-class mail, properly addressed. Notice to Landlord shall be in writing and delivered to the Hope Housing office located at the Nancy Dodd Community Center, 3043 MacArthur Drive, Marina, CA 93933.

20. **TERMINATION OF LEASE:**

- a. This lease may be terminated by Resident at any time by giving thirty (30) days written notice. Resident agrees to move promptly and leave the unit in a clean and good condition (except for reasonable wear and tear), and to return the keys to Hope Housing employees or agents of the Landlord when Resident vacates. Rent will continue until the keys are returned to Landlord Representative's office.
- b. This lease may be terminated by Landlord for completion of the tenancy period for the bridge housing program by Resident, or for serious or repeated violations of material terms of the lease, such as failure to make payments due under the lease or to fulfill Resident Obligations set forth in Paragraph 14 above or for other good cause. Such serious OR repeated violation of terms shall include but not be limited to:
  - 1. The failure to pay rent or other payments when due;
  - 2. Repeated late payments, which shall be defined as failure to pay the amount of rent or other charges due by the first of the month. Three such late payments within a twelve (12) month period shall constitute a repeated late payment;
  - 3. Misrepresentation of family income, assets or composition;
  - 4. Failure to supply, in a timely fashion, any certification, release, information, or documentation of family income or composition needed to process annual reexaminations or interim redeterminations;
  - 5. Serious or repeated damage caused by Resident's animal, or animal's behaviors that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
  - 6. Neglect of animal in Resident's care that results in physical hazards or interferes with the health or safety of the animal or other residents;
  - 7. Alcohol or drug use that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
  - 8. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site;
  - 9. Criminal activity by the Resident, household member, guest or other person under Residents control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the Premises by other residents or employees, or any drug-related criminal activity on or off the Premises;
  - 10. Weapons or illegal drugs seized by a law enforcement officer on the Premises;
  - 11. Any fire on Premises caused by Resident, household members or guest's actions or neglect.
- c. Landlord shall give Resident written notice of termination of the lease if:
  - 1. Three (3) days in the case of failure to pay rent;
  - 2. Three (3) days, commensurate with the exigencies of the situation in the case of creation or maintenance of a threat to the health or safety of other Residents or Landlord or Owner Representatives, or Hope Housing Staff as a result of violations listed under 20(b) 7, 8, 9, and 10 above.
  - 3. A reasonable time, but not to exceed thirty (30) days, commensurate with the exigencies of the situation in the case of creation or maintenance of a threat to the health or safety of other Residents or Landlord or Owner Representatives, or Hope Housing Staff; and
  - 4. Thirty (30) days in all other cases.
- d. Notices of Termination to the Resident shall be in writing, shall state the reason or reasons for the termination, shall inform the Resident of Resident's right to make a reply and of Resident's right to examine Landlord's documents directly relevant to the termination or eviction.
- e. The failure of Landlord to insist, in any one or more instances, upon strict performance of any of the covenants or agreement of this lease or to exercise any option contained, shall not be considered as a future waiver or relinquishment of said covenants, agreements or options, but the same shall continue and remain in full force and effect. The receipt by Landlord of rent with the knowledge of the breach of any covenant or condition

hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any of the provisions hereof shall be deemed to have unless expressed in writing and signed by Landlord, its representatives, or agents.

- f. In the event the Premises occupied by the Resident under this lease be destroyed by fire or any other means caused by Resident or Resident's guests, this lease shall automatically terminate.
21. **ABANDONMENT OF PROPERTY:** In the event Resident is absent from the dwelling unit for twenty-one (21) consecutive days while in default of rent, Resident shall, at the option of the Landlord or Landlord Representative, be deemed to have abandoned the dwelling unit and any remaining personal property of Resident their own cost in litigation shall be considered abandoned and may be disposed of by Landlord or Hope Housing Staff according to state law.
22. **ATTORNEY'S FEES:** In the event of a lawsuit to enforce any provision of this lease, each party shall bear its own cost in litigation.
23. **GRIEVANCE PROCEDURE:** All grievances and appeals arising under this Lease shall be processed and resolved according to the grievance procedure of Landlord and Hope Housing Policies and Procedures that is in effect at the time grievance arises. This procedure is available in the Hope Housing office and incorporated herein by reference. The grievance procedure is applicable to all matters concerned by this lease including miscellaneous charges for repairs and lease violations. The grievance procedure does not pertain to unlawful detainer actions or terminations of tenancy.
24. **ABSENCE FROM OCCUPANCY:** Resident agrees that if he/she does not personally reside in the Premises for a period of sixty (60) days for reasons other than poor health, serious illness, or an emergency, then Landlord may evict Tenant for good cause by issuing a 30-Day Termination Notice, for a total of 90-days before eviction.
25. **HOLD HARMLESS AND WAIVER:** Landlord does not provide insurance for Resident's personal property. Resident agrees to indemnify and hold Landlord harmless and in no way accountable for any liability for personal injury or property damage caused or permitted by Resident or any other person on the Premises with Resident's consent except as may be caused by employees or agents of the Owner's or Landlord's negligence.
26. **ACCOMMODATIONS OF PERSONS WITH DISABILITIES:** Landlord shall provide to Resident reasonable accommodations to the extent necessary to provide the disabled Resident with an opportunity to use and occupy the dwelling unit equal to a non-disabled Resident. Requests for accommodation must be in writing and delivered to Landlord in accordance with Paragraph 19. Should a non-disabled Resident occupy an accessible unit and a disabled Resident or applicant requires the features available in the accessible unit, when a non-accessible unit becomes available, the non-disabled Resident must transfer at their expense to that unit.
27. **JOINT RESPONSIBILITY:** Resident acknowledges that this lease is between Owner, Landlord, Landlord agent, and each person executing this lease jointly and individually. In the event of default by one, each and every remaining person who executed the lease shall be responsible for payment of the total rent stated in Paragraph 4 or amended by Paragraphs 8, 9, or 10, and all other provisions of this lease.
28. **NOTICE:** The California Department of Justice, Sherriff's Departments, Police Departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Caller must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.
- It is the Resident's responsibility to inquire at the Sheriff's Department as to the presence of a sex offender in the neighborhood or complex in which they reside. It is not the Landlord's responsibility or obligation to inform each Resident of a sex offender's presence, whether or not the Landlord has knowledge or not of sex offender's presence in the complex or surrounding neighborhood.
29. **SMOKE DETECTOR POLICY:** The Landlord is required by law to have operational smoke detection in all of its units. Each sleeping room and each level of the unit must have a working smoke detector. Willfully disabling, including removal of any batteries or disconnection, or completely removing, the smoke detector is grounds for a lease violation and possible termination of the lease. Further, the Tenant will be charged a minimum of \$25.00 for reinstallation of each smoke detector that has been willfully disabled or removed. This includes the replacement of batteries that have been intentionally removed in order to inactivate the smoke detector.
30. **CHANGES:** This lease, together with any future adjustments of rent or dwelling unit, is the entire agreement between Landlord and Resident. No changes herein shall be made except in writing, signed and dated by both parties except that the grievance procedure and Program Rules, all incorporated herein by reference, may be modified from time to time by Landlord. Landlord will give thirty (30) days written notice to each affected Resident setting forth the proposed

modification, the reasons therefore and providing Resident with an opportunity to present written comments which shall be taken into consideration by Landlord prior to the proposed modification becoming effective. A copy of such notice shall be:

- a. Delivered directly or mailed to Resident; or
- b. Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, at Landlord's Central Office.

**By initialing below Resident acknowledges receipt of a copy of the following and acknowledges that they are incorporated into this lease.**

Information	Initials	Information	Initials
Program Agreement		Background Check Authorization	
Move-in inspection		Bed Bug Policy	
Grievance Procedure- Personal Rights		Animal Policy	
Grievance Procedure- Tenant Rights		HHM Personal Declaration	

**RESIDENT(S) WHOSE SIGNATURE APPEARS IMMEDIATELY BELOW, HAS READ AND DOES UNDERSTAND AND HEREBY AGREES TO ABIDE BY THE PROVISIONS OF THE LEASE AGREEMENT. IN WITNESS WHEREOF, THE PARTIES HEREIN HAVE EXECUTED THIS LEASE AGREEMENT.**

Resident Signature \_\_\_\_\_ Dated \_\_\_\_\_

County of Monterey, on behalf of the MONTEREY COUNTY BEHAVIORAL HEALTH BUREAU  
Landlord

By \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

# Hope Housing Program Agreements

## Attachment 1

I understand that as a resident of Hope Housing, I am also a participant in the Hope Housing Program and will actively engage in offered housing and support services.

I agree to:

1. Follow the terms of the Monterey County Behavioral Health Lease Agreement and Hope Housing Program Agreements and Expectations.
2. Work towards establishing financial responsibility. I will provide proof of income within 30-days of move-in and actively work toward sustainable income within 90-days.
3. Participate in wraparound services tailored to an individualized housing plan (IHP)
4. Attend quarterly (every 3 months) Individual Housing Plan (IHP) meetings with Wraparound team.
5. Meet weekly with Case Manager and/or Wraparound team members to update and track goals.
6. Pursue the goals of the Hope Housing Individualized Plan, with the goal of moving out to permanent housing within 12-18 months.
7. Respect Hope Housing staff members that enter my apartment unit.
8. To participate in Weekly Structured Time (WST) at least 10 hours per week, such as:
  - a. wellness and recovery activities,
  - b. mental health treatment,
  - c. substance use treatment and 12-step programs,
  - d. housing or job search,
  - e. community events, including workshops, community council, and house meetings,
  - f. volunteering, employment, job training, or school.
9. Smoke/vape only in designated smoking and vaping areas and dispose of cigarette butts in the provided bins; units are smoke and vape free.
10. Encourage and support the recovery efforts of all community members, through role-modeling healthy coping and lifestyle choices and being an active member of the community.
11. Treat housemates, visitors, Hope Housing participants and families, with respect and courtesy, and work together to create a safe, productive, and sober community.
12. To maintain the health and safety of Hope Housing buildings and grounds by reporting safety issues to staff and to care for my unit as well as the Hope Housing common areas.
13. To cooperate with my housemates and neighbors, resolve conflict respectfully, and to seek staff support if/when we are unable to come to a fair resolution.



14. To be actively accountable for my guests and family members and to take responsibility for any problematic behaviors that may cause safety issues or damage to others or property.
15. To foster a safe and nurturing environment for children. Parents are encouraged to actively participate in parenting education, engage in self-esteem-building activities, and promote peaceful interactions within the community. Parents are solely accountable for their children's safety and supervision beyond the childcare center, and overnight stays with other program participants are not permitted.
16. Register all prescription medications with staff to increase your safety during an emergency or crisis, and store all medications responsibly (e.g., safety caps and lockboxes).
17. I will keep my belongings stored safely and will lock the front door when I am not present to ensure the security of my dwelling for myself and my family or housemate.
18. To respect quiet hours 10 PM – 8 AM seven days a week. During these hours, radios, TVs, and conversations should be kept at a reasonable level so as not to disturb others. Visitors must leave your dwelling prior to 10PM, including other community members.

I understand my responsibilities as a participant and resident of Hope Housing. I agree to adhere to the expectations listed above, in addition to my obligations and responsibilities as a Resident and Head of Household outlined in the Hope Housing Lease Agreement.

\_\_\_\_\_  
Participant/Resident Name

\_\_\_\_\_  
Participant/Resident Signature

\_\_\_\_\_  
Date

I received a copy of the Hope Housing Agreements and Expectations \_\_\_\_\_(initial)

\_\_\_\_\_  
Hope Housing Staff Signature

\_\_\_\_\_  
Date



## Acuerdos del Programa Hope Housing

### Addenda 3

Entiendo que, como residente de Hope Housing, también soy participante del Programa Hope Housing y me comprometo a participar activamente en los servicios de vivienda y apoyo ofrecidos. Estoy de acuerdo en:

1. Cumplir con los términos del Contrato de Arrendamiento del Departamento de Salud Mental del Condado de Monterey y los Acuerdos y Expectativas del Programa Hope Housing.
2. Trabajar para establecer responsabilidad financiera. Proporcionaré prueba de ingresos dentro de los 30 días posteriores a mi mudanza y trabajaré activamente hacia un ingreso sostenible dentro de los 90 días.
3. Participar en los servicios integrales adaptados a un plan de vivienda individualizado (IHP).
4. Asistir a reuniones trimestrales (cada 3 meses) del Plan de Vivienda Individual (IHP) con el equipo de servicios integrales.
5. Reunirme semanalmente con el Gerente de Casos y/o miembros del equipo de servicios integrales para actualizar y seguir los objetivos.
6. Perseguir los objetivos del Plan Individualizado de Hope Housing, con el objetivo de mudarme a una vivienda permanente dentro de 12-18 meses.
7. Respetar a los miembros del personal de Hope Housing que entren en mi unidad.
8. Participar en el Tiempo Estructurado Semanal (WST) al menos 10 horas por semana.
9. Fumar/vapear solo en las áreas designadas para fumar y vapear y desechar las colillas de cigarrillos en los contenedores proporcionados; las unidades son libres de humo y vapeo.
10. Alentar y apoyar los esfuerzos de recuperación de todos los miembros de la comunidad, modelando comportamientos de afrontamiento saludables y opciones de estilo de vida, y siendo un miembro activo de la comunidad.
11. Tratar a los compañeros de vivienda, visitantes, participantes de Hope Housing y sus familias con respeto y cortesía, y trabajar juntos para crear una comunidad segura, productiva y sobria.
12. Mantener la salud y seguridad de los edificios y terrenos de Hope Housing informando problemas de seguridad al personal y cuidando mi unidad, así como las áreas comunes de Hope Housing.
13. Cooperar con mis compañeros de vivienda y vecinos, resolver conflictos respetuosamente y buscar apoyo del personal si/no somos capaces de llegar a una resolución justa.

14. Ser responsable activamente de mis invitados y miembros de la familia y asumir la responsabilidad de cualquier comportamiento problemático que pueda causar problemas de seguridad o daños a otros o a la propiedad.
15. Fomentar un entorno seguro y enriquecedor para los niños. Los padres son los únicos responsables de la seguridad y supervisión de sus hijos más allá del centro de cuidado infantil.
16. Registrar todos los medicamentos recetados con el personal para aumentar su seguridad durante una emergencia o crisis, y almacenar todos los medicamentos de manera responsable (por ejemplo, tapas de seguridad y cajas de seguridad).
17. Mantener mis pertenencias almacenadas de manera segura y cerrar la puerta principal cuando no esté presente para garantizar la seguridad de mi vivienda para mí y mi familia o compañero de vivienda.
18. Respetar las horas de silencio de 10 PM a 8 AM los siete días de la semana. Durante estas horas, radios, televisores y conversaciones deben mantenerse a un nivel razonable para no molestar a los demás. Los visitantes deben salir de su vivienda antes de las 10 PM, incluidos otros miembros de la comunidad.

Al firmar a continuación, el / los Residente (s) acepta y reconoce haber leído y comprendido esta addenda.

\_\_\_\_\_  
Firma del residente

\_\_\_\_\_  
Fecha

He recibido una copia de mis derechos como arrendatario \_\_\_\_\_ (Iniciales)

\_\_\_\_\_  
Firma del empleado de Hope Housing

\_\_\_\_\_  
Fecha

# Hope Housing Marina

## Attachment 2: Criminal Background Checks

Hope Housing provides safe and affordable behavioral health bridge housing and services to individuals and families, and as such the safety of our community, residents, and children is our priority. It is our policy to run criminal background checks to ensure Residents are eligible for Hope Housing Marina. The following agreement is to be acknowledged by each adult Resident residing in Hope Housing Marina.

By signing below, I authorize Hope Housing staff to use my personal information to run a criminal background check using an outside vendor to determine housing eligibility.

---

Printed Name (Resident 1)

---

Signature

---

Date

---

Printed Name (Resident 2 if applicable)

---

Signature

---

Date

By signing below, I acknowledge that if I misrepresent criminal background information or do not disclose criminal history that would disqualify me from the Hope Housing Program anytime during the intake and lease agreement process, I am in violation of the lease agreement and my tenancy will be terminated immediately. I agree to voluntarily leave the Premises within 3 days and if I refuse to leave a 3-day eviction process will occur.

---

Resident Signature (Resident 1)

---

Date

---

Signature (Resident 2 if applicable)

---

Date

# Hope Housing Marina

## Anexo 2: Verificación de Antecedentes Penales

Hope Housing ofrece viviendas de transición seguras y asequibles, junto con servicios de salud mental, para individuos y familias. Por lo tanto, la seguridad de nuestra comunidad, residentes y niños es nuestra prioridad. Como parte de nuestras políticas, realizamos verificaciones de antecedentes penales para garantizar que los residentes cumplan con los requisitos de elegibilidad para Hope Housing Marina. El siguiente acuerdo debe ser reconocido por cada residente adulto que reside en Hope Housing Marina.

Al firmar a continuación, autorizo a que el personal de Hope Housing utilice mi información personal para llevar a cabo una verificación de antecedentes penales utilizando un proveedor externo para determinar la elegibilidad de vivienda.

---

Nombre en letra de molde (Residente 1)

---

Firma

---

Fecha

---

Nombre en letra de molde (Residente 2 si procede)

---

Firma

---

Fecha

Al firmar a continuación, reconozco que si proporciono información falsa o no revelo antecedentes penales que me descalificarían del programa Hope Housing en cualquier momento del proceso de admisión o durante la duración del contrato de arrendamiento, estaré cometiendo una violación del contrato, el cual será cancelado de manera inmediata. Acepto abandonar voluntariamente las instalaciones en un plazo de 3 días y, de negarme a hacerlo, se iniciará un proceso de desalojo de 3 días.

---

Firma (Residente 1)

---

Fecha

---

Firma (Residente 2 si procede)

---

Fecha



Hope Housing Marina  
Attachment 3: Bedbug Policy

This agreement is an addendum and part of the rental agreement dated \_\_\_\_\_ between Monterey County Behavioral Health Bureau, hereby known as Landlord/Agent and \_\_\_\_\_ hereby known as Resident(s) of Hope Housing Marina.

- Residents acknowledge that the Landlord/Agent has inspected the unit and is aware of no bedbug infestation.
- Residents claim that all furnishings and personal properties that will be moved into the premises are free of bedbugs.

\_\_\_\_\_ (Resident 1 initials)      \_\_\_\_\_ (Resident 2 initials)

Resident(s) hereby agree to prevent and control possible infestation by adhering to the below list of responsibilities:

1. Check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bedbugs before re-entering your apartment. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guest visits, inspect upholstered furniture for signs of bedbug infestation.
2. Resident shall report any problems immediately to Hope Housing Staff. Even a few bedbugs can rapidly multiply to create a major infestation that can spread to other units.
3. Resident shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional may be called in to eradicate the problem. Your unit must be properly prepared for treatment. Resident must comply with recommendations and requests from the pest control specialist prior to professional treatment.
4. Resident agrees to indemnify and hold the Landlord/Agent harmless from any actions, claims, losses, damages and expenses including but not limited to attorneys' fees that Landlord /Agent may incur as a result of the negligence of the Resident(s) or any guest occupying or using the premises.
5. It is acknowledged that the Landlord /Agent shall not be liable for any loss of personal property to the Resident, as a result of an infestation of bedbugs. Resident agrees to have personal property insurance to cover such losses.

By signing below, the undersigned Resident(s) agree and acknowledge having read and understood this addendum.

\_\_\_\_\_  
Resident 1

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident 2

\_\_\_\_\_  
Date

**Hope Housing Marina**  
Addenda 3: Chinchas

Este acuerdo es una addenda y es parte del contrato de arrendamiento fechado \_\_\_\_\_ entre Departamento de Salud Mental, por la presente se conoce como Propietario / Agente y \_\_\_\_\_ por la presente se conoce como Residente (s) de Hope Housing Marina, en Marina, CA.

- Los residentes reconocen que el Propietario / Agente ha inspeccionado la unidad y es consciente que no existe una plaga de chinchas.
- Los residentes afirman que todo el mobiliario y las propiedades personales que serán trasladadas a las instalaciones están libres de chinchas.

\_\_\_\_\_ (Residente Iniciales)      \_\_\_\_\_ (Residente Iniciales)

Residente (s) acuerdan prevenir y controlar la posible infestación mediante la adhesión a la siguiente lista de responsabilidades:

1. Revise que no tenga chinchas. Si se queda en un hotel o en otro hogar, inspeccione sus prendas de vestir, maletas, zapatos y objetos personales en busca de signos de chinchas antes de volver a entrar en su apartamento. Revise sus mochilas, zapatos y ropa después de usar el transporte público o visitar las salas de los cines. Después de las visitas de los huéspedes, inspeccione camas, cobijas, sábanas, colchas y muebles tapizados en busca de signos de infestación de chinchas.
2. El residente deberá informar de inmediato al Propietario / Agente de cualquier problema. El residente deberá cooperar con los esfuerzos de control de plagas. Si su unidad o la unidad de un vecino está infestada, un profesional de control de plagas puede ser llamado para erradicar el problema. La unidad debe estar preparada adecuadamente para el tratamiento. El residente debe cumplir las recomendaciones y solicitudes del especialista en control de plagas antes del tratamiento profesional.
3. El residente se compromete a indemnizar y mantener al Propietario / Agente indemne de cualquier acción, reclamo, pérdidas, daños y gastos, incluyendo pero no limitado a los honorarios de abogados que el Propietario / Agente pueda incurrir como resultado de la negligencia del Residente (s) o cualquier huésped que ocupa o use la localidad y que provoque, contribuye, y / o resulta en la infestación de chinchas.
4. Se reconoce que el Propietario / Agente no será responsable por cualquier pérdida de propiedad personal del Residente, como resultado de una infestación de chinchas. El residente se compromete a tener un seguro de propiedad personal para cubrir esas pérdidas.

Al firmar a continuación, el / los Residente (s) acepta y reconoce haber leído y comprendido esta addenda.

\_\_\_\_\_  
Residente

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Residente

\_\_\_\_\_  
Fecha

# HOPE HOUSING TENANCY APPEAL AND GRIEVANCE PROCEDURE

## Tenant Rights

As a Hope Housing Resident, you have the right to file a grievance or appeal of a management decision regarding your tenancy on your own behalf. It is the policy of management that all residents' grievances be given complete and objective consideration. Since, on rare occasions, this may require reference of a problem to higher levels of authority, this procedure has been adopted to assure that opportunity for full "due process" is given to all residents.

This procedure applies to both applicants and residents of Hope Housing. All residents are encouraged to use it without concern that it will reflect on their status as a resident. Day-to-day contact and sincere communication between the manager and the residents is the most successful way to avoid misunderstandings and develop mutual respect. Should failings occur, we have outlined the process below.

### Definitions

**"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 file a grievance with management with respect to such action or failure to act. Complainant is referred to in this procedure as "complainant," "you" or "tenant."

**"Grievance"** is defined as any dispute with respect to management action or failure to act in accordance with lease requirements, or any management action or failure to act involving the interpretation or application of management regulations, policies, or procedures which adversely affects the rights, duties, welfare, or status of the complainant.

### **A. Disputed rent or other charges**

1. If the grievance involves the amount of rent or other charges that management claims are due, you must pay the amount in dispute to management, unless management waives the requirement. You must continue to pay all rent and charges not in dispute as they become due.
2. If you fail to pay or deposit the funds as required, the hearing officer may determine that you have waived your right to a formal hearing. If the hearing officer decides that you have waived your right to a hearing you can still resolve your grievance in court.

### **B. Rights to a grievance hearing**

If you are a resident at Hope Housing and you believe that management has acted or failed to act so that your rights, duties, welfare, or status were adversely affected, or you believe that management has not complied with the terms of the residential lease it entered into with you, then you are entitled to a hearing in accordance with this grievance and appeal procedure.

If you applied for Hope Housing and were rejected, you also have the right to request a hearing. The grievance and appeal procedure does *not* apply if:

1. You have been given a notice to vacate for the following:
  - a. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of Hope Housing;
  - b. Any violent or drug-related criminal activity on or off such premises; and
  - c. Any criminal activity that resulted in felony conviction of a household member.
2. You are disputing whether the terms and conditions in the lease are valid or proper.

### **C. Requesting a Hearing**

**THE INFORMAL HEARING.** The goal of the informal hearing is to settle the problem without the need for a formal hearing. If you have a complaint and request a hearing, you will have an informal hearing with the individual designated by Hope Housing management to hear complaints. Once requested, the informal hearing must be held between you and management within five working days after your request. Furthermore, management is obliged to give you its decision on the matter in writing within five days of the hearing. If the decision is not in your favor or the problem is not settled, you are entitled to request a formal hearing. The written decision will also include the procedures you must follow if you want to appeal the decision in a formal hearing.

1. **PRESENT YOUR REQUEST FOR AN INFORMAL HEARING ON TIME.** You must personally present your grievance either orally or in writing to our office so that you and we may discuss your grievance informally. You must present your grievance within a reasonable time, not to exceed ten (10) working days after the reason for the grievance or dispute arose.
  - a. While you can present your grievance orally, it is better to state your grievance in writing. The grievance may be simply stated, but you must specify the particular ground(s) for the grievance and action or relief you seek.
  - b. We will prepare a written, dated, and signed summary of our discussion and answer to your grievance within a reasonable time, not to exceed fourteen (14) days. We will mail or deliver one copy to you and keep one in your file. Our answer shall specify:
    - i. The name of the hearing participant;
    - ii. The date of the hearing;
    - iii. The nature of and specific reasons for the proposed disposition of the complaint
    - iv. The procedure by which you may request a formal hearing if you are not satisfied with the proposed disposition.

**THE FORMAL HEARING.** If you are dissatisfied with management’s decision at the informal hearing, you have a right to a formal hearing with the MCBH Quality Improvement Deputy Director or designee.

1. **PRESENT YOUR REQUEST FOR A FORMAL HEARING ON TIME.** If you want a formal hearing, you may submit a written request to us within ten (10) working days after receiving the decision from the informal hearing. If you miss this 10-workday deadline, the decision from the informal hearing will become final. This shall not, however, constitute a waiver of your right thereafter to contest the disposition of the grievance in an appropriate judicial proceeding.
2. As with the informal hearing, you must state the nature of your complaint or grievance, the reasons why you disagree with the decision resulting from the informal hearing and action or relief you seek.

**DO NOT MISS THE HEARING.** The hearing will be held no more than two weeks after management receives your request for a hearing. You will be given at least three (3) days’ notice of the hearing date. If you or management’s representative fail to appear without notice, the hearing officer can declare either that the absent party has waived the right to a hearing or reschedule the hearing for a later date.

#### **D. Procedures governing the hearing**

The following procedures are intended to protect your right to a fair hearing:

1. You can bring as much evidence to the hearing as you think you need. However, the hearing officer will determine if it relates sufficiently to the hearing to be considered.
2. You can bring someone to represent you at the hearing, but you must also be present.
3. You and management can have witnesses to support your respective positions, with the right to cross-examine each other’s witnesses.
4. You will be given the opportunity before the hearing to examine and copy at your expense all documents, records, and regulations that are relevant to the hearing.
5. The hearing will be private unless you choose to have a public hearing.
6. If you want transcripts of the hearing, transcripts will be provided at the requestor’s expense.
7. At the hearing, you must present your side of the dispute and state what you want done. It will then be management’s burden to justify its actions. If the hearing relates to an eviction or lease termination, management must also prove “good cause,” as defined in the Hope Housing Lease. Good cause includes, but is not limited to, nonpayment of rent, noncompliance with the terms of the lease, subletting, failing to maintain eligibility under the Program and remaining on the Property after your tenancy is terminated.
8. Those present at the hearing must conduct themselves in an orderly fashion. Failure to do so is sufficient grounds for the hearing officer or panel to render an adverse decision to the unruly parties.



# PROCEDIMIENTO DE APELACIÓN Y RECLAMACIÓN DEL ARRENDAMIENTO DE HOPE HOUSING

## Derechos del inquilino

Como residente de Hope Housing, usted tiene el derecho de presentar una queja o apelación de una decisión de gestión con respecto a su alquiler en su propio nombre. La política de la administración es que todas las quejas de los residentes sean consideradas de manera completa y objetiva. Dado que, en raras ocasiones, esto puede requerir la referencia de un problema a los niveles más altos de autoridad, este procedimiento ha sido adoptado para asegurar que la oportunidad para el pleno "debido proceso" se da a todos los residentes.

Este procedimiento se aplica tanto a los solicitantes como a los residentes de Hope Housing. Se anima a todos los residentes a utilizarlo sin preocuparse de que se refleje en su estatus como residente. El contacto diario y la comunicación sincera entre el gerente y los residentes es la forma más exitosa de evitar malentendidos y desarrollar el respeto mutuo. En caso de que se produzcan incumplimientos, se seguirán los siguientes pasos.

### Definiciones

“Reclamante” se define como cualquier residente o posible residente en el proyecto cuyos derechos, deberes, bienestar o estatus se ven o pueden verse afectados negativamente por la acción u omisión de la dirección y que presenta una queja ante la dirección con respecto a dicha acción u omisión. En este procedimiento se hace referencia al demandante como “demandante”, “usted” o “inquilino”.

“Queja” se define como cualquier disputa con respecto a la acción o falta de acción de la dirección de acuerdo con los requisitos del contrato de arrendamiento, o cualquier acción o falta de acción de la dirección que implique la interpretación o aplicación de los reglamentos, políticas o procedimientos de la dirección que afecten negativamente a los derechos, deberes, bienestar o estatus del demandante.

### **A. Disputas sobre el alquiler u otros gastos**

1. Si la reclamación se refiere a la cantidad de alquiler o otros gastos que la administración afirma que son debidos, usted debe pagar la cantidad en disputa a la administración, a menos que la administración renuncie el requisito. Deberá seguir pagando todos los alquileres y gastos que no estén en disputa a medida que haya que pagarlos.
2. Si no paga o deposita los fondos como es debido, el consejero auditor puede determinar que ha renunciado a su derecho a una audiencia formal. Si el consejero auditor decide que usted ha renunciado a su derecho a una audiencia, aún puede resolver su queja ante los tribunales.

### **B. Derecho a una audiencia de reclamación**

Si usted es un residente de Hope Housing y cree que la administración ha actuado o dejado de actuar de manera que sus derechos, deberes, bienestar o estado se vieron afectados negativamente, o cree que la

administración no ha cumplido con los términos del contrato de arrendamiento residencial que acordó con usted, entonces usted tiene derecho a una audiencia conforme a este procedimiento de queja y apelación.

Si solicitó una vivienda de Hope Housing y fue rechazado, también tiene derecho a solicitar una audiencia.

El procedimiento de reclamación y recurso no se aplica si:

1. Ha recibido un aviso de desalojo por los siguientes motivos:
  - a. Cualquier actividad criminal que amenace la salud, la seguridad o el derecho al disfrute pacífico de las instalaciones de otros residentes o empleados de Hope Housing;
  - b. Cualquier actividad criminal violenta o relacionada con drogas dentro o fuera de dichas instalaciones; y
  - c. Cualquier actividad criminal que dio lugar a la condena por delito grave de un miembro del hogar.
2. Usted está disputando si los términos y condiciones en el contrato de arrendamiento son válidos o apropiados.

### **C. Solicitar una audiencia**

LA AUDIENCIA INFORMAL. El objetivo de la audiencia informal es resolver el problema sin necesidad de una audiencia formal. Si usted tiene una queja y solicita una audiencia, tendrá una audiencia informal con la persona designada por la administración de Hope Housing para escuchar las quejas. Una vez solicitada, la audiencia informal debe llevarse a cabo entre usted y la administración dentro de los cinco días hábiles siguientes a su solicitud. Además, la dirección está obligada a comunicarle por escrito su decisión sobre el asunto en los cinco días siguientes a la audiencia. Si la decisión no le es favorable o el problema no se resuelve, tiene derecho a solicitar una audiencia formal. La decisión por escrito también incluirá los procedimientos que debe seguir si desea recurrir la decisión en una audiencia formal.

1. **PRESENTE A TIEMPO SU SOLICITUD DE AUDIENCIA INFORMAL.** Debe presentar su queja personalmente, ya sea de manera oral o por escrito, en nuestra oficina para que usted y nosotros podamos discutir su queja de manera informal. Debe presentar su queja en un plazo razonable, que no exceda de diez (10) días laborables después de que haya surgido el motivo de la queja o disputa.
  - a. Aunque puede presentar su queja de manera oral, es mejor hacerlo por escrito. La queja puede ser simple, pero debe especificar los motivos concretos de la queja y la acción o medida que solicita.
  - b. Prepararemos un resumen escrito, fechado y firmado de nuestra conversación y responderemos a su reclamación en un plazo razonable, que no excederá de catorce (14) días. Le enviaremos por correo o le entregaremos una copia y guardaremos otra en su expediente. Nuestra respuesta deberá especificar:
    - i. El nombre del participante en la audiencia;
    - ii. La fecha de la audiencia;
    - iii. La naturaleza y los motivos específicos de la resolución propuesta a la reclamación
    - iv. El procedimiento mediante el cual puede solicitar una audiencia formal si no está satisfecho con la resolución propuesta.

LA AUDIENCIA FORMAL. Si usted no está satisfecho con la decisión de la administración en la audiencia informal, usted tiene derecho a una audiencia formal con el Subdirector de Mejora de Calidad del MCBH o su designado.

1. **PRESENTE A TIEMPO SU SOLICITUD DE AUDIENCIA FORMAL.** Si desea una audiencia formal, puede presentarnos una solicitud por escrito en un plazo de diez (10) días laborables tras recibir la decisión de la audiencia informal. Si no cumple este plazo de 10 días laborables, la decisión de la audiencia informal será definitiva. No obstante, esto no supondrá una renuncia a su derecho a impugnar la resolución de la queja en un procedimiento judicial adecuado.
2. Al igual que en la audiencia informal, deberá exponer la naturaleza de su queja o reclamación, las razones por las que no está de acuerdo con la decisión que resulte de la audiencia informal y la acción o medida que solicite.

**NO FALTE A LA AUDIENCIA.** La audiencia se celebrará como máximo dos semanas después de que la dirección reciba su solicitud de audiencia. Se le notificará la fecha de la audiencia con al menos tres (3) días de antelación. Si usted o el representante de la administración no se presentan sin previo aviso, el funcionario encargado de la audiencia podrá declarar que la parte ausente ha renunciado al derecho a una audiencia o volver a programar la audiencia para una fecha posterior.

#### **D. Procedimientos que rigen la audiencia**

Los siguientes procedimientos tienen como objetivo proteger su derecho a una audiencia justa:

1. Puede presentar en la audiencia todas las pruebas que considere necesarias. Sin embargo, el funcionario de la audiencia determinará si están suficientemente relacionadas como para ser consideradas.
2. Puede traer a alguien que le represente en la audiencia, pero usted también debe estar presente.
3. Usted y la administración pueden tener testigos para apoyar sus respectivas posiciones, con derecho a interrogar a los testigos de la otra parte.
4. Se le dará la oportunidad, antes de la audiencia, de examinar y copiar a su cargo todos los documentos, registros y reglamentos que sean relevantes para la audiencia.
5. La audiencia será privada, a menos que usted opte por una audiencia pública.
6. Si desea transcripciones de la audiencia, se le proporcionarán transcripciones a cargo del solicitante.
7. En la audiencia, deberá presentar su versión del conflicto y exponer lo que desea que se haga. A continuación, la administración deberá justificar sus acciones. Si la audiencia se trata de un desalojo o la cancelación del contrato de alquiler, la administración también debe probar la "buena causa", tal como se define en el contrato de alquiler de Hope Housing. La buena causa incluye, pero no se limita a, la falta de pago del alquiler, el incumplimiento de los términos del contrato de alquiler, subarrendamiento, no mantener la elegibilidad bajo el programa y permanecer en la propiedad después de que su alquiler haya terminado.
8. Los presentes en la audiencia deberán comportarse de forma correcta. El incumplimiento de este requisito es motivo suficiente para que el funcionario o el panel de la audiencia dicten una decisión desfavorable para las partes indisciplinadas.
9. Si necesita un intérprete, se le proporcionará un intérprete.

10. Durante el período de espera del proceso de audiencia informal y formal y hasta la entrega de la decisión por escrito a usted, la administración extenderá el período de tiempo impuesto conforme a un procedimiento formal de desalojo que surja de los asuntos en disputa, incluyendo cualquier fecha de presentación ante el tribunal que se le exija a usted.

### **E. Decisión del consejero de audiencia**

El consejero de la audiencia deberá enviar una decisión por escrito a todas las partes en un plazo de dos semanas a partir de la solicitud de la audiencia. La decisión se basará únicamente en la evidencia presentada en la audiencia y de conformidad con las leyes y/o reglamentos aplicables. Siempre que la decisión sea conforme con las leyes y reglamentos aplicables, será vinculante para todas las partes. Se incluirá una copia de la decisión en su expediente de alquiler.

Si la decisión es a su favor, la administración del proyecto deberá adoptar sin demora todas las medidas necesarias para ejecutar la decisión o abstenerse de cualquier acción prohibida por la decisión. Si la decisión no le es favorable, deberá cumplirla sin demora, poner fin a su contrato de alquiler y mudarse, si es necesario, o llevar su queja a los tribunales.

### **F. Quejas no resueltas o reclamaciones adicionales**

Si las partes y el consejero de la audiencia o el grupo de expertos no consiguen resolver la queja o alguna de las partes desea presentar una reclamación adicional, cualquiera de las partes puede presentar su queja a la agencia local responsable para que la revise y haga recomendaciones.

### **G. Derecho a acudir a los tribunales**

La participación en cualquiera de los procedimientos descritos anteriormente no supondrá la renuncia, ni afectará en modo alguno, a los derechos que usted o la administración puedan tener en cualquier procedimiento judicial que pueda iniciarse posteriormente sobre este asunto.

\_\_\_\_\_  
Firma del residente

\_\_\_\_\_  
Fecha

He recibido una copia de mis derechos como arrendatario \_\_\_\_\_ (Iniciales)

\_\_\_\_\_  
Firma del empleado de Hope Housing

\_\_\_\_\_  
Fecha



## **Hope Housing Marina Assistance Animal Rules**

This document outlines the Assistance Animal Rules for Hope Housing and is an attachment to the Hope Housing Lease.

## INTRODUCTION

The owner/agent has established Assistance Animal Rules to ensure the community is maintained in a decent, safe and sanitary manner and that all residents are allowed to live in peace and quiet comfort. These Assistance Animal Rules are considered an attachment to the lease. These rules are applicable to families who have been granted a reasonable accommodation request to house an assistance animal.

Hope Housing understands that an assistance animal may be an important part of someone's life, especially those who have experienced unsheltered living. Hope Housing also understands that by virtue of qualifying for our Behavioral Health Bridge Housing Program, residents and potential residents have a qualifying disability according to the Fair Housing Act and no further documentation should be requested as proof of disability. In addition to loyal companionship, assistance animals may provide emotional support, a sense of protection and safety, and medically needed services needed to fully use and enjoy a dwelling. To be in compliance with the Fair Housing Act, Hope Housing is legally required to provide reasonable accommodations to persons with disabilities who require the use of an assistance animal. Approved assistance animals will be included in individualized housing plans to ensure reasonable documentation, vaccines, veterinary care, and flea control strategies are in place, according to the limits of the law.

**Assistance animals must be approved before the animal is allowed to live in the unit. Certain types of assistance animals, such as emotional support animals, will be required to have reasonable documentation on file with Hope Housing within 10 days of being housed. A final determination about the request for a reasonable accommodation to have an assistance animal will be made within an additional 10 days of receiving the documentation.**

## DEFINITIONS

**Reasonable Accommodation:** A reasonable accommodation is a change, exception, or adjustment to a program, service, building, or dwelling unit that will allow a qualified person with a disability to:

- 1) Participate fully in a program;
- 2) Take advantage of a service;
- 3) Live in a dwelling

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

When a family member requires an accessible feature(s), policy modification, or other reasonable accommodation to accommodate a disability, the owner must provide the requested accommodation unless doing so would result in a fundamental alteration in the nature of the program or an undue financial and administrative burden. A fundamental alteration is a modification that is so significant that it alters the essential nature of the provider's operations.

**Disability:** "Disability" is defined as a physical or mental condition or impairment that is medically cognizable, diagnosable, and substantially limits one or more of a person's major life activities. HUD's definition specifically is as follows: For reasonable accommodation and modification purposes, HUD defines a person as disabled if he or she has at least **one** of the following:

- A physical or mental condition that "*substantially limits*" one or more "*major life activities*"; or
- A record of such a condition; or
- Is regarded as having such a condition.

**Pet:** A pet is an animal kept for ordinary enjoyment and companionship. A pet is not considered an assistance animal (service animal or a therapy/emotional support animal).

**Service Animal:** ADA regulations define "service animal" narrowly as any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The revised regulations specify that "the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition. Thus, trained dogs are the only species of animal that may qualify as service animals under the ADA (there is a separate provision regarding trained miniature horses), and emotional support animals are expressly precluded from qualifying as service animals under the ADA.

**Assistance Animal:** In the context of housing, a broader term is used. The broader term used in housing is "assistance animal." An assistance animal is "an animal that works, provides assistance, or performs tasks for the benefit of the person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a persons' disability" and includes service animals.

This means that, in addition to service animals, emotional support animals and animals that provide some type of disability-related assistance are permitted as a reasonable accommodation in housing. Also, emotional support animals can include species beyond dogs, provided the animal can be reasonably accommodated on the property, is safe, and is legally allowed to own as a pet within the State of California.

### ASSISTANCE ANIMALS

In accordance with the Fair Housing Amendment Act of 1988 (FHAA), Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA), the owner/agent seeks to accommodate persons with disabilities who require the assistance of an assistance animal.

Under the Fair Housing Amendment Act, Section 504 and comparable state laws, assistance animals may be allowed to accompany individuals in housing as a reasonable accommodation if, and only if, the person requesting the accommodation has a disability or someone is making the request for a person with a disability.

The owner/agent is committed to reasonably accommodate persons with disabilities who require the assistance or presence of an animal. However, the owner/agent is also mindful of the health and safety concerns of all of the residents.

Thus, the owner/agent must balance the needs of the individual with the disability with the potential impact of animals on other residents. The successful implementation of the policy requires the cooperation of all residents and staff.

### VERIFICATION OF THE NEED FOR AN ASSISTANCE ANIMAL

Processing a request for an assistance animal is done in accordance with the owner/agent's reasonable accommodation and modification policy and with requirements set forth by HUD and the Department of Justice.

A person requesting an assistance animal must provide the owner/agent with a request for a reasonable accommodation if the resident would like the owner/agent to waive any pet rules or restrictions (e.g. Assistance Animal deposit, size restriction, etc.). It is preferred that the request is made in writing, but the owner/agent will accept the request in any equally effective format.

When the disability or need for reasonable accommodation is observable, or if the housing provider otherwise has information that the applicant or tenant requesting the accommodation has a disability, the housing provider should not inquire further about the existence of a disability. This means that the only questions that California landlords can ask the individual are:

- Are you an individual with a disability?
- What is the disability-related task the animal has been trained to perform?

If the animal is a dog and is trained specifically to do work or perform tasks for the benefit of the individual with a disability, this individual has a service animal. Landlords can't ask the individual with the disability to have the animal perform the task. (Cal. Code Regs., tit. 2, § 12185 (2023).) The housing provider is legally required to allow the service animal to accompany their handler in any and all spaces. No further registration or proof of certification can be required in order to approve housing the person and their service animal together.

If the disability is not observable and/or the housing provider has no information that the tenant or applicant has a disability, a landlord may ask the person for documentation that they have a disability and a disability-related need for the service dog or support animal.

The landlord can request only information that:

- is necessary to establish that the individual has a disability
- describes the needed accommodation, and
- shows the relationship between the individual's disability and how the accommodation is necessary for the person to have equal opportunity to enjoy the housing opportunity.

The tenant must then provide the landlord with some form of credible information supporting the existence of the disability. It can be from the person themselves or a third party. The third party doesn't have to be a health care provider; rather, it can be any reliable source who has personal knowledge of the individual's need for a service or support animal. (Cal. Code Regs., tit. 2, § 12178 (2023).)

The owner/agent will process the request as quickly as possible, and will respond, in writing, within ten (10) business days after receiving all documentation from the resident and/or the verifier. The owner/agent will respond in an equally effective manner if necessary.

If the request for the assistance animal is denied, the resident has the right to request an appeal meeting. The request must be made within ten (10) business days of the date of the notification of denial. If requested by the applicant/resident or the applicant/resident's representative, the meeting will be conducted by a person who was not involved in the original decision to deny.

### **CALIFORNIA STATE LAW**

Any person who knowingly and fraudulently represents himself or herself, through verbal or written notice, to be the owner or trainer of any canine licensed/qualified/identified as a guide, signal, or service dog shall be guilty of a misdemeanor punishable by imprisonment in the county jail not exceeding 6 months, by a fine not exceeding \$1,000, or by both fine and imprisonment.

### **AUTHORIZATION AND DOCUMENTATION**

All Residents must receive approval from Hope Housing before allowing the assistance animal to live in the unit. The Resident must provide reasonable documentation of the assistance animal within 10

days of being housed and must update the documentation at least annually during the annual certification process. The documentation will include:

1. A vaccination certificate,
2. A well visit Summary that includes information sufficient to identify the animal,
3. Alternative Guardian identified in the personal declaration: The name, address, and phone number of one or more responsible parties who will care for the animal if the resident is hospitalized, dies, is incapacitated, is incarcerated or is otherwise unable to care for the animal.

Hope Housing staff may not approve an assistance animal if:

1. The owner/agent has documented information that indicates, based on the resident's habits and practices, that the resident will be unable to keep the animal in compliance with the rules or/and other lease obligations.
2. The animal poses a threat to the health or safety of other residents, guests, vendors/service providers or property staff.
3. The animal would interfere with other residents' peaceful enjoyment of the property.
4. The presence of the animal would change the nature of the program or cause undue financial and administrative burden.
5. The resident has a history of animal neglect or abuse.

The owner/agent will notify the resident if the owner/agent intends to decline the request for a reasonable accommodation for an assistance animal. The notice shall state the basis for the action and shall be served on the resident/applicant.

### **RESPONSIBILITIES OF PERSONS WITH ASSISTANCE ANIMALS**

Care and supervision of the assistance animal is the responsibility of the owner, and transfer of the responsibility is permitted with prior approval from Hope Housing. If the owner is anticipating a period of time over 24 hours when the owner will not be available to care for the animal, an assistance animal care plan must be submitted and approved by Hope Housing staff. Identified animal sitters will not be authorized to stay overnight on the premises and will be subject to screening per the Hope Housing Visitor's Policy.

Shared housing necessitates house agreements for assistance animals. Housemates must work together and compromise to come to a mutual agreement regarding Assistance Animals' behaviors and owners' responsibilities in the home. A housemate will not be unduly burdened to care for the other housemate's animal, and attending to all aspects of care is the sole responsibility of the assistance animal's owner.

### **ASSISTANCE ANIMAL DEPOSITS**

Deposits are waived for Assistance animals. Residents who qualify for an assistance animal **will not** be required to pay an Assistance Animal deposit for that animal since it is not considered a "pet".

### **DAMAGES**

Assistance animal owners are solely responsible for any damage to persons or property caused by their animal. Costs to repair damages may be assessed at any time and are due within thirty (30) days of invoice/charge.

## **ASSISTANCE ANIMAL RESTRAINTS/BEHAVIOR**

The Resident is required to maintain control of the assistance animal at all times.

1. Assistance animals must be harnessed or leashed unless restraints interfere with a service animal's ability to perform its tasks, or if the assistance animal is within the confines of the resident's unit upon housemate agreement.
2. Assistance animals must not be allowed to jump on, impede or otherwise limit any property staff, vendor, housemate, resident or guest's use of the property including public and common areas.
3. Unattended assistance animals will not be allowed outside the apartment at any time. All assistance animals must be under the control of a responsible individual while on the public and common areas of the property.
4. Assistance animals are not permitted to be penned, tied or caged on balconies or patios (if applicable) during the night or while the resident is away from the apartment.
5. No screening, fencing, etc., may be added to any balcony/patio area or to the property grounds. Assistance animals may not be leashed or tied to any interior or exterior building fixture at any time.
6. Assistance animals must not be allowed to make excessive noise that would disturb other residents.
7. Assistance animals must be under control and on a leash or harness in all common areas, including children's play areas.
8. No assistance animal that bites, attacks, or demonstrates other aggressive behavior towards humans or other assistance animals may be kept on the premises.

## **SANITARY STANDARDS**

Hope Housing understands that assistance animals will need to go outside to urinate or defecate and it is vital that this does not impact your neighbors. Assistance animal accidents (urine, feces) in the home and litter box odors will affect your housemate, and if left unmanaged will cause unsanitary conditions which is a clear lease violation.

1. Residents are not permitted to allow their assistance animals to relieve themselves in or near children's play areas.
2. Residents are not permitted to use the balcony as a place for their assistance animal to urinate or defecate.
3. Assistance animal owners must remove and properly dispose of all removable assistance animal waste. Failure to do so is considered a minor lease violation. Three or more instances of minor lease violations may result in additional penalties up to and including termination of tenancy (eviction).

4. In the case of cats and other assistance animals using litter boxes or kept in cages, the Hope Housing staff requires assistance animals and their guardians to change the litter and/or clean cages at least twice a week.
5. Products that are commonly used to house train assistance animals must be disposed of daily.

## **HEALTH, VETERINARY CARE AND INOCULATIONS**

For dogs, cats and other assistance animals as appropriate, applicants and/or residents will be required to provide a current "Assistance Animal Health Record" provided by a licensed veterinarian.

Residents will be required to provide a current "Veterinary Health Record" at least annually at each certification. Assistance animal owners must have record of inoculation in accordance with state and local laws. As appropriate, assistance animals must have current vaccination against rabies and wear a rabies vaccination tag. **If it is discovered that the assistance animal does not have proper vaccinations or health record, the resident will have ten (10) business days to remedy the situation.** Hope Housing staff is available to help make a plan.

**Neglect or Poor Health:** Assistance animals that are ill or in poor health must not be taken into common or public areas. An owner with an ill assistance animal may be required to remove the assistance animal from the property until the assistance animal regains health and is cleared by a veterinarian to be around people and other assistance animals. If an assistance animal appears to be neglected or is reported as neglected by a housemate, staff, or neighbor, animal control may be contacted to determine the need for removal.

**Licensing:** The County of Monterey requires assistance animals to be licensed. Dogs/cats must wear license tags at all times. Documentation must be provided to Hope Housing staff.

**Abuse:** If there is suspicion that your assistance animal is or has been abused by any member in your household or another community member, local animal control agencies and law enforcement (as appropriate) will be contacted to investigate any suspected instances of abuse.

**Other Conditions:** If assistance animal responsibilities are a part of the resident's individualized plan, all parts of the plan must be followed.

## **REMOVAL OF ASSISTANCE ANIMAL**

A Resident may be required to remove their animal from the property if the resident fails to comply with this policy. If the Resident does not remove the animal in accordance with the notice from Hope Housing staff, Hope Housing staff reserves the right to contact a local animal control organization to have them remove the animal. In the event the owner is not available to care for the animal, the animal will be removed from the premises to the documented alternative guardian listed in the animal's documents (HHM Personal Declarations). If the alternative guardian cannot assume immediate responsibility for the animal, the animal will be placed in the care of a local animal control organization. The Hope Housing staff is not responsible for the care or return of the assistance animal.

Reasons to remove an assistance animal include, but are not limited to:

- **Abandonment:** Animals are considered abandoned if they are left alone for more than twenty-four (24) hours without an available designated caregiver. A clear Alternative Guardian plan must be provided to Hope Housing staff; prior approval from Hope Housing staff is required when designating another responsible person to care for animals.
- **Uncleanliness:** A cage or crate must be kept in a decent, safe, and sanitary manner and must be of the appropriate size for the animal. Repeated failure to properly clean-up and dispose of their pet's waste may result in removal of the animal.
- **Unsupervised assistance animals:** Animals that are allowed outside an apartment repeatedly without proper supervision or restraints may result in removal of the animal.
- **Aggressive behavior or jumping:** An animal that repeatedly bites, jumps on, growls, or exhibits other threatening behavior toward animals or people despite the owner's correction is considered aggressive. In the event a person or other animal is harmed or injured, the owner must take immediate steps to restrain the animal and take full financial responsibility of medical or veterinary bills. If the person is injured due to biting, the owner must relinquish the animal to Animal Control and follow the County's dog bite protocol. Assistance animals must not attack or interfere with other pets or animals owned by residents, guests, or service providers.
- **Disruptive behavior:** The Assistance Animal may not prevent other residents from living on the community in peace and quiet comfort.
- **Death, incarceration, hospitalization, or abandonment of unit by a sole household member:** If the Hope Housing staff discovers that the sole household member has died, been incarcerated, has been hospitalized or has abandoned the unit, Hope Housing staff may remove the animal to find proper care for the animal.
- **Neglect or Abuse:** There is evidence of abuse or neglect of the animal by any household member.
- **Required Documents Are Not Submitted:** Required documentation was not submitted within 10 days of move-in or annual lease date.

### **Notice of Assistance Animal Removal**

The Hope Housing staff will issue a notice for the removal of the animal if:

- The animal owner and property owner are unable to resolve the assistance animal rule violation; or
- It is determined that the animal owner has failed to correct the assistance animal rule violation.

### **INITIATION OF PROCEDURES TO TERMINATE AN ASSISTANCE ANIMAL OWNER'S TENANCY**

The Hope Housing staff will not initiate procedures to terminate tenancy based on an animal rule violation, unless:

- The animal owner has failed to remove the animal or correct an assistance animal rule violation within the applicable time period; and
- The Assistance Animal rule violation is sufficient to begin procedures to terminate the animal owner's tenancy under the terms of the lease and applicable regulations.

The property owner or landlord may initiate procedures at any time in accordance with the provision of applicable state or local laws.

**PROCEDURES WHEN ASSISTANCE ANIMAL RULES ARE VIOLATED**

If an assistance animal owner has violated an assistance animal rule, the property owner may serve a written notice of an assistance animal rule violation to the assistance animal owner. The notice will contain:

- A description of the Assistance Animal rule(s) alleged to be violated
- A brief factual statement of how the violation was determined

The assistance animal owner will have ten (10) days from the effective date of service of the notice to correct the alleged violation, or to make a written request for a meeting to discuss it. If the animal owner makes a timely request for a meeting to discuss an alleged rule violation, the Hope Housing staff will establish a mutually agreeable time and place for the meeting. The meeting will take place no more than fifteen (15) days from the effective date of the notice unless the Hope Housing staff agrees to a later date. If the animal owner schedules a meeting, the animal owner is entitled to be accompanied by another person of his/her choice at the meeting. As a result of the meeting, the property owner may give the assistance animal owner additional time to correct the violation.

An assistance animal owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the assistance animal owner's tenancy. All violations will be included in the Resident's Housing Authority file.

**I hereby certify that I have carefully reviewed all information included in the Assistance Animal Rules and that I agree to abide by the rules described. I understand that failure to do so will be considered a lease violation and can result in penalties including removal of the assistance animal and eviction from the property.**

\_\_\_\_\_  
Resident Name (please print)

\_\_\_\_\_  
Bed#

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Management Representative Name

\_\_\_\_\_  
Management Representative's Signature

\_\_\_\_\_  
Date



## **Hope Housing Marina Pet Rules**

This document outlines the Pet Rules for Hope Housing and is an attachment to the Hope Housing Lease.

## **INTRODUCTION**

24 CFR Sec. 5.350 requires that the Hope Housing establishes Pet Rules.

Hope Housing has established Pet Rules to ensure the community is maintained in a decent, safe and sanitary manner and that all residents are allowed to live in peace and quiet comfort. These Pet Rules are considered an attachment to the lease. These rules are applicable to all residents, especially residents who have submitted a request to house a pet.

Hope Housing understands that a pet may be an important part of someone's life, especially those who have experienced unsheltered living. Pets may provide emotional support, a sense of protection and safety, and loyal companionship. In an effort to remove barriers to finding transitional housing, Hope Housing is allowing pre-approved pets whose care will be included in individualized housing plans to ensure reasonable documentation, vaccines, veterinary care, and flea control strategies are in place.

**All pets must be approved before the pet is allowed to live in the unit. Pre-approved pets may be allowed on premises prior to the resident/applicant submitting all required documentation, under the condition that documents are submitted within 10 days of the animal being housed with their guardian. If required documents are not submitted within the 10-day time period, Hope Housing reserves the right to revoke the pet's approval until documents are submitted.**

## **PET LIMITATIONS**

*Please see Assistance Animal Rules for information about Assistance Animals and Service Animals.*

Pets are limited to common household pets such as a dog or cat or another domesticated pet on a case by-case basis. The following pet standards apply:

1. No more than one pet per household.
2. Female cats and dogs must be spayed.
3. Male cats and dogs must be neutered.
4. Pets obtained after move-in without pre-approval will not be considered.
5. Birds, rodents, rabbits, reptiles, amphibians, spiders, and other exotic pets are not permitted.

## **AUTHORIZATION AND DOCUMENTATION**

All applicants/residents must receive approval from Hope Housing before allowing the pet to live in the unit. The applicant/resident must provide reasonable documentation of the pet within 10 days of being housed and must update the documentation at least annually during the annual certification process. The documentation will include:

1. A vaccination certificate
2. A well visit summary that includes information sufficient to identify the pet
3. Alternative Guardian listed in the *Personal Declaration*: The name, address, and phone number of one or more responsible parties who will care for the animal if the resident is hospitalized, dies, is incapacitated, is incarcerated or is otherwise unable to care for the animal.

Hope Housing staff may *not* approve a pet if:

1. The owner/agent has documented information that indicates, based on the resident's habits and practices, that the resident will be unable to keep the animal in compliance with the rules or/and other lease obligations.
2. The animal poses a threat to the health or safety of other residents, guests, vendors/service providers or property staff.
3. The animal would interfere with other residents' peaceful enjoyment of the property. 4. The presence of the animal would change the nature of the program or cause undue

- financial and administrative burden.
4. The resident has a history of animal neglect or abuse.
  5. It was not included in the Personal Declaration and approved prior to move-in.

The owner/agent will notify the resident if the owner/agent intends to decline the pet. The notice shall state the basis for the action and shall be served on the resident/applicant.

### **RESPONSIBILITIES OF PERSONS WITH PETS**

Care and supervision of the pet is the responsibility of the pet owner, and transfer of the responsibility is permitted with prior approval from Hope Housing. If the owner is anticipating a period of time over 24 hours when the owner will not be available to care for the pet, a pet care plan must be submitted and approved by Hope Housing staff. Identified pet sitters will not be authorized to stay overnight on the premises and will be subject to screening per the Hope Housing Visitor's Policy.

Shared housing necessitates house agreements for pets. Housemates must work together and compromise to come to a mutual agreement regarding pets' behaviors and owners' responsibilities in the home. A housemate will not be unduly burdened to care for the other housemate's pet, and attending to all aspects of care is the sole responsibility of the pet owner.

### **PET DEPOSITS**

The pet deposit will be paid by Monterey County Behavioral Health Bureau (MCBHB) as part of the residential security deposit outlined in the Lease. The deposit will be used for repairs needed exceeding normal wear and tear, and upon termination of the lease, any unused portion will be returned to MCBH for future Resident security deposits.

### **DAMAGES**

Pet owners are solely responsible for any damage to persons or property caused by their pets. Costs to repair damages may be assessed at any time and are due within thirty (30) days of invoice/charge.

### **PET RESTRAINTS/BEHAVIOR**

The Resident is required to maintain control of the pet at all times.

1. Pets must be caged or on a leash, if appropriate for the pet, unless the pet is within the confines of the resident's unit upon housemate agreement.
2. Pets must not be allowed to jump on, impede or otherwise limit any property staff, vendor, housemate, resident, or guest's use of the property including public and common areas.
3. Unattended pets will not be allowed outside the apartment at any time. All pets must be under the control of a responsible individual while on the public and common areas of the property.
4. Pets are not permitted to be penned, tied or caged on balconies or patios (if applicable) during the night or while the resident is away from the unit.
5. No screening, fencing, etc., may be added to any balcony/patio area or to the property grounds. Pets may not be leashed or tied to any interior or exterior building fixture at any time.
6. Pets must not be allowed to make excessive noise that would disturb other residents.
7. Pets shall remain outside of children's play areas.
8. No pet that bites, attacks, or demonstrates other aggressive behavior towards humans or other pets may be kept on the premises.

## **SANITARY STANDARDS**

Hope Housing understands that pets will need to go outside to urinate and defecate and it is vital that this does not impact your neighbors. Pet accidents (urine, feces) in the home and litter box odors will affect your housemate, and if left unmanaged will cause unsanitary conditions which is a clear lease violation.

1. Pets are prohibited from designated children's play areas; do not allow your pet to relieve themselves in or near children's play areas.
2. Residents are not permitted to use the balcony as a place for their pet to urinate or defecate.
3. Pet owners must remove and properly dispose of all removable pet waste. Failure to do so is considered a minor lease violation. Three or more instances of minor lease violations may result in additional penalties up to and including termination of tenancy (eviction).
4. In the case of cats and other pets using litter boxes or kept in cages, the Hope Housing staff requires pet and pet owners to change the litter and/or clean cages at least twice a week.
5. Products that are commonly used to houstrain pets, such as puppy pads, must be disposed of daily.

## **HEALTH, VETERINARY CARE AND INOCULATIONS**

Applicants and/or residents will be required to provide a current "Pet Health Record" provided by a licensed veterinarian.

A new "Pet Health Record" (AKA "Well Visit Summary") is required to be submitted to Hope Housing at least annually at each certification. Pet owners must have record of inoculation in accordance with state and local laws. As appropriate, pets must have current vaccination against rabies and wear a rabies vaccination tag. **If it is discovered that the pet does not have proper vaccinations, the resident will have ten (10) business days to remedy the situation.** Hope Housing staff is available to help plan.

**Neglect or Poor Health:** Pets that are ill or in poor health must not be taken into common or public areas. An owner with an ill pet may be required to remove the pet from the property until the pet regains health and is cleared by a veterinarian to be around people and other pets. If a pet appears to be neglected or is reported as neglected by a housemate, staff, or neighbor, animal control may be contacted to determine the need for removal.

**Licensing:** The County of Monterey requires pets to be licensed. Dogs/cats must wear license tags at all times. Documentation must be provided to Hope Housing staff.

**Abuse:** If there is suspicion that your pet is or has been abused by any member in your household or another community member, local animal control agencies and law enforcement (as appropriate) will be contacted to investigate any suspected instances of abuse.

**Other Conditions:** If pet responsibilities are a part of the resident's individualized plan, all parts of the plan must be followed.

## **REMOVAL OF PETS**

A resident may be required to remove their pet from the property if the resident fails to comply with this policy. If the Resident does not remove the pet in accordance with the notice from Hope Housing staff, Hope Housing staff reserves the right to contact a local pet control organization to have them remove the pet. In the event the owner is not available to care for the pet, the pet will be removed from the premises to the documented alternative guardian listed in the pet's documents. If the alternative guardian cannot assume immediate responsibility for the pet, the pet will be placed in the care of a local pet control organization. The Hope Housing staff is not responsible for the care or return of the pet.

Reasons to Remove a pet, include but are not limited to:

**Abandonment:** Pets are considered abandoned if they are left alone for more than twenty-four (24) hours without an available designated caregiver. A clear pet care plan must be provided to Hope Housing staff; prior approval from Hope Housing staff is required when designating another responsible person to care for pets.

**Uncleanliness:** A cage or crate must be kept in a decent, safe, and sanitary manner and must be of the appropriate size for the pet. Repeated failure to properly clean-up and dispose of their pet's waste may result in removal of the pet.

**Unsupervised pets:** Pets that are allowed outside an apartment repeatedly without proper supervision or restraints may result in removal of the pet.

**Aggressive behavior or jumping:** A pet that repeatedly bites, jumps on, growls, or exhibits other threatening behavior toward animals or people despite owner's correction is considered aggressive. In the event a person or other pet is harmed or injured, the owner must take immediate steps to restrain the pet and take full financial responsibility of medical or veterinary bills. If the person is injured due to biting, the owner must relinquish the pet to animal control. Pets must not attack or interfere with other pets owned by residents, guests, or service providers.

**Disruptive behavior:** The pet may not prevent other residents from living on the community in peace and quiet comfort.

**Death, incarceration, hospitalization, or abandonment of unit by a sole household member:** If the Hope Housing staff discovers that the sole household member has died, been incarcerated, has been hospitalized or has abandoned the unit Hope Housing staff may remove the pet to find proper care for the pet.

**Neglect or Abuse:** There is evidence of abuse or neglect of the animal by any household member.

**Required Documents Are Not Submitted:** Required documentation was not submitted within 10 days of move-in or annual lease date.

## **Notice of Pet Removal**

The Hope Housing staff will issue a notice for the removal of the pet if:

- The pet owner and property owner are unable to resolve the assistance pet rule violation; or
- It is determined that the pet owner has failed to correct the pet rule violation.

**INITIATION OF PROCEDURES TO TERMINATE A PET OWNER'S TENANCY** The Hope Housing staff will not initiate procedures to terminate a pet owner's tenancy based on a pet rule violation, unless:

- The pet owner has failed to remove the pet or correct a pet rule violation within the applicable time period; and
- The pet rule violation is sufficient to begin procedures to terminate the pet owner's tenancy under the terms of the lease and applicable regulations.

The property owner or landlord may initiate procedures at any time in accordance with the provision of applicable state or local laws.

**PROCEDURES WHEN PET RULES ARE VIOLATED**

If a pet owner has violated a pet rule, the property owner may serve a written notice of a pet rule violation to the pet owner. The notice will contain:

- A description of the pet rule(s) alleged to be violated, and
- A brief factual statement of how the pet violation was determined.

The pet owner will have ten (10) days from the effective date of service of the notice to correct the alleged violation, or to make a written request for a meeting to discuss it.

If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the Hope Housing staff will establish a mutually agreeable time and place for the meeting. The meeting will take place no more than fifteen (15) days from the effective date of the notice unless the Hope Housing staff agrees to a later date. If the pet owner schedules a meeting, the pet owner is entitled to be accompanied by another person of his/her choice at the meeting. As a result of the meeting, the property owner may give the pet owner additional time to correct the violation.

A pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy. All violations will be included in the Resident's Housing Authority file.

**I hereby certify that I have carefully reviewed all information included in the Pet Rules and that I agree to abide by the rules described. I understand that failure to do so will be considered a lease violation and can result in penalties including removal of the pet and eviction from the property.**

\_\_\_\_\_  
Resident Name (please print)

\_\_\_\_\_  
Bed#

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Management Representative Name (please print)

\_\_\_\_\_  
Management Representative Signature

\_\_\_\_\_  
Date

**Hope Housing Marina Personal Declaration  
Information Required for Reporting Purposes Only**

Name of Head of Household: \_\_\_\_\_ Mobile Number: \_\_\_\_\_

**Instructions:**

This form will be used to certify the size and members of your household and to calculate your rent prior to move-in. This form will also be used for your annual recertification.

- Use the correct legal name for each member of your household as it appears on the social security card or other identification.
- All of the adult members of the household must sign below certifying the information pertaining to them.
- Please use “no” or “none” if it does not apply to you.

**Definitions:**

“Head of Household” or “Head” is the Hope Housing potential Resident.

**PLEASE PRINT**

**I. HOUSEHOLD COMPOSITION:** List all persons who will be living in your home, listing the head of household first.

Adults Full Legal Name (All household members 18 years or older)	Date of Birth	Relationship to the Head of Household	Social Security Number	Indicate if: Single (S), Married (M), Divorced(D), Widowed(W), Separated (SP)
1.		<b>Head</b>		
2.				

Children(s) Name  As it appears on their Social Security Card  (All household members under the age of 18)	Date of Birth	<u>Relationship</u>  to the Head of Household and their  <u>Social Security #</u>	Name of School	Other Parent's Name  (If Unknown, so state)
1.				
2.				
3.				
4.				



**II. TOTAL HOUSEHOLD INCOME:** List all money earned or received by adults living in your household. If an adult has no income, use "0" as amount of income.

This includes money from wages, self-employment, child support contributions, Social Security, disability payment, Worker's Compensation, retirement benefits, TANF/CALWorks, Veterans benefits, rental property income, stock dividends, income from bank accounts, alimony, financial aid, family support and all other sources.

Household Member Name	Name of Employer	Total Weekly Wages	Public Assistance (GA, TANF, CAL-Works)	Monthly Child Support Received	Social Security Benefits	Weekly Unemployment Benefits	All Other Income (Pensions, Disability, SSI, etc.)
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$

COMMENTS (include non-cash benefits):

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**III. Bank Information:**

Please attach last three (3) months of bank statements, wage statement, or paystubs, and/or award letters reflecting income and sources of income. If you are submitting bank statements, please include checking and savings accounts.

Head  
Name of Bank: \_\_\_\_\_ Pages attached: \_\_\_\_\_

Partner  
Name of Bank: \_\_\_\_\_ Pages attached: \_\_\_\_\_

**IV. MEDICAL EXPENSES: (Attach extra pages as needed)**

Do you have any out-of-pocket medical expenses which are not reimbursed by medical insurance? Yes No

If YES, please explain: \_\_\_\_\_

**V. ADDITIONAL INFORMATION:**

Have you or any other adult members ever used any name(s) or Social Security Number(s) other than the one you are currently using? Yes No

If YES, please explain: \_\_\_\_\_

Have you or any adult member of your household ever been arrested or convicted of a sexual crime? Yes No

If YES please explain: \_\_\_\_\_

What was the outcome of the case? \_\_\_\_\_

Have you or any member of your household ever been convicted of a violent crime? Yes No

If YES, please explain: \_\_\_\_\_

What was the outcome of the case? \_\_\_\_\_

Have you or any member of your household ever been convicted of arson? Yes No

If YES, please explain: \_\_\_\_\_

What was the outcome of the case? \_\_\_\_\_

## VI. REASONABLE ACCOMMODATION

Does any member of your household require a housing accommodation due to a diagnosed disability? Yes No

**If you answered "YES" please continue. List the name and the disability type in the chart below.**

Name	Type of Disability (physical, behavioral or developmental)

If your household has a member with a physical disability, please describe accessibility needs (wheelchair, hearing or sight impaired).

Please explain: \_\_\_\_\_

Would any member of your household who is disabled benefit from being housed in an accessible unit?

Yes No

If yes, please specify type of unit \_\_\_\_\_

Do you currently require an assistance animal? Yes No      If yes, please attach documentation. You must have an authorized guardian if you are hospitalized, incarcerated, or otherwise unavailable to care for the animal. Please refer to Assistance Animal Policy and Section VIII below.

## VII. EMERGENCY CONTACTS (RELATIVE NOT IN THE IMMEDIATE HOUSEHOLD):

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Relationship: \_\_\_\_\_

**VIII. PREAUTHORIZED SERVICE ANIMAL OR PET:**

Assistance Animal       Service Animal       Pet

Name: \_\_\_\_\_  Dog  Cat  Male  Female

Spayed/Neutered  Yes  No      Breed: \_\_\_\_\_      Age: \_\_\_\_      Color: \_\_\_\_\_

Vaccine Record attached  Yes  No      Registration # \_\_\_\_\_

Animals must be vaccinated and registered within 10 days (see Pet and Assistance Animal Lease Attachment)

Pet or Assistance Animal emergency contact in the event Head is not available to care for the animal:

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Relationship: \_\_\_\_\_

I do hereby swear and attest under penalty of perjury that all of the information above about me and my household is true and correct. I also understand that I am to report any changes in this information to Hope Housing staff within ten (10) days of changes to income or household size. I understand that inquiries may be made to verify information in this form, including criminal background checks and that the making of false statements, misrepresentations, or omissions is grounds for disqualification, termination, eviction, and / or prosecution under the full extent of applicable Federal or California law. **All adult household members (18 years and older) must sign and date below.**

\_\_\_\_\_  
Signature of Head of Household

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Date

.....  
**THIS SECTION TO BE COMPLETED IF THIS FORM IS FILLED OUT BY A PERSON OTHER THAN AN ADULT MEMBER OF THE HOUSEHOLD.**

Full name and address of the person completing this form for those who are not able to complete it for themselves:

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Phone number: \_\_\_\_\_

