

| Item | Chapter | Chapter/ Section | Current Policy | Proposed Change | Category | Rationale for Change |
|------|---------|--|--|---|--------------------------|--|
| 1 | 1 | Statement of Policies and Objectives: INTRODUCTION | <p>The Housing Authority of the County of Fresno (herein referred to as FH) is responsible for public and affordable housing stock located throughout Fresno County. FH is not a federal department or agency. FH is a governmental or public body, created and authorized by state law to develop and operate housing and housing programs for low-income families.</p> <p>FH enters into an Annual Contributions Contract (ACC) with HUD to administer the public housing program. FH must ensure compliance with federal laws, state law, regulations and notices and must establish policy and procedures to clarify federal requirements and to ensure consistency in program operation.</p> | <p>The Housing Authority of the County of Fresno (herein referred to as FH) <u>is a public entity that -is responsible- serves as the provider of</u> for public and affordable housing stock located throughout Fresno County. FH is not a federal department or agency. FH is a governmental or public body, created and authorized by state law to develop and operate housing and housing programs for low-income families.</p> <p><u>To administer the public housing program</u>, FH enters into an Annual Contributions Contract (ACC) with HUD to administer the public housing program. FH must ensure compliance with federal laws, state law, regulations and notices and must establish policy and procedures to clarify federal requirements and to ensure consistency in program operation.</p> | Program Alignment | reworded clarification |
| 2 | 1 | Statement of Policies and Objectives: INTRODUCTION | <p>FH is committed in maintaining compliance with state laws that prohibit housing discrimination based on sexual orientation, gender identity, and/or gender expression</p> | <p>FH is committed in maintaining compliance with state laws <u>federally-protected classes of race,color, sex, religion, familial status, age, disability, or national origin, as well as additional protections afforded under the regulations with regard to gender identity, actual or perceived sexual orientation, and/or martial status.</u> that prohibit housing discrimination based on sexual orientation, gender identity, and/or gender expression.</p> <p>In addition, FH is committed to maintaining compliance with state laws that prohibit discrimination based on military status, source of income, ancestry, and/or gender expression.</p> | Program Alignment | Program alignment, HCV has more indepth language, format change, also to comply with HUD's Equal Access Rule |
| 3 | 4 | 4.11 Method of Selection | <p>METHOD OF SELECTION</p> <p>FH preference system will work in combination with requirements to match the characteristics of the family to the type of unit available, including units with targeted populations, and further deconcentration deconcentrate of poverty in public housing. When such matching is required or permitted by current law, FH will give preference to qualified families.</p> <p>Families who are selected from the interest list will be contacted by FH to complete a full application for occupancy. Applicants may not retain their place on the wait list if they refuse to complete the application process, or fail to provide required documentation to determine eligibility.</p> | <p>METHOD OF SELECTION</p> <p>FH preference system will work in combination with requirements to match the characteristics of the family to the type of unit available, including units with targeted populations, and further deconcentration <u>deconcentrate</u> of poverty in public housing. When such matching is required or permitted by current law, FH will give preference to qualified families.</p> <p>Families who are selected from the interest list will be contacted by FH to complete a full application for occupancy. Applicants may not retain their place on the wait list if they refuse to complete the application process, or fail to provide required documentation to determine eligibility. <u>Applicants who fail to respond to the initial notice will be removed from all Public Housing waiting lists in the City and County of Fresno. Removal from the waiting list means the applicant must reapply if interested when the interest list for that locality re-opens. Applicants removed due to failure to respond to the initial notice will have up to six (6) months from the removal date to contact FH to be reinstated on the interest list they were removed from.</u></p> <p>Preferences will be ranked by highest points. <u>Applicants with the same ranking will be selected according to random lottery.</u></p> <p><u>Once the initial application pool is established, each applicant will be invited to the full application process. FH will conduct this method of selection so there is a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in this policy.</u></p> | Agency Policy Preference | This process will help with no shows to other list pulled for interviews. |

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| 4 | 4 | 4.12 Local Preferences [24 CFR 960.206] | <p>Limited Preference Limited preferences require a referral and are available even when the interest list is closed to other applicants. ...</p> <p>Applicants who have actually been displaced must not be living in "standard, permanent replacement housing," which is defined as housing that is decent, safe, and sanitary that is adequate for the family size (according to code/Housing Quality Standards), and that the family is occupying pursuant to a lease or occupancy agreement.</p> <p>Such housing does not include transient facilities, hotels, motels, temporary shelters, and (in the case of victims of domestic violence) does not include housing in which the applicant lives with the individual who engages in such violence.</p> | <p>Limited Preference Limited preferences require a referral and are available even when the interest list is closed to other applicants. Limited preferences affect only the order of the applicants on the interest list. They do not make anyone eligible who was not eligible before. Referrals must meet eligibility criteria per Chapter 3 (do we want to add preference points)</p> <p>...</p> <p>Applicants who have actually been displaced must not be living in "standard, permanent replacement housing," which is defined as housing that is decent, safe, and sanitary that is adequate for the family size (according to code/Housing Quality Standards), and that the family is occupying pursuant to a lease or occupancy agreement.</p> <p>Such housing does not include transient facilities, hotels, motels, temporary shelters, and (in the case of victims of domestic violence) does not include housing in which the applicant lives with the individual who engages in such violence.</p> | Agency Policy Preference | include language to add referrals must still meet eligibilty criteria. |
| 5 | 5 | 5 Introduction | Part I: Occupancy Standards. This part contains FH's standards for determining the appropriate unit size for family of different sizes and types. | Part I: Occupancy Standards. This part contains FH's standards for determining the appropriate unit size based on for family family es size of different sizes and types. | Clarification Change | Kat had a question on grammer |
| 6 | 5 | 5.0 Determine Unit Size | The temporary absence of a minor household member from the home due to placement in foster care may be considered in determining a family's composition, which will be considered in determining bedroom size. Therefore, the family must inform FH within 10 business days | The temporary absence or addition of a minor household member due to foster care placement from the home due to placement in foster care may be considered in determining a family's composition, which will then be considered in determining bedroom size. Therefore, the family must inform FH within 10 business days. Failure to notify FH may result in notice of lease violation. | Agency Policy Preference | Kat's question this happens often we add this may lead to a lease violation? (Temporary placement of less than six (6) months. Will need procedure to determine if temp. placement or long term placement. |
| 7 | 5 | 5.3 Plan for Unit Offers | FH plan for selection of applicants and assignment of dwelling units will ensure equal opportunity and non-discrimination on grounds of race, color, sex, religion, familial status, disability, national origin, marital status, gender identity, gender expression, or sexual orientation. Unit assignment is based on unit of suitable size and types available at the site. | When assigning FH plan for selection of applicants and assignment of dwelling units, FH will ensure equal opportunity and non-discrimination on grounds of race, color, sex, religion, familial status, disability, national origin, marital status, actual or perceived sexual orientation , gender identity, or gender expression, in accordance with the Fair Housing Act, HUD's Equal Access Rule, or State, and other local anti-discrimination laws. FH plan for selection Unit assignment is based solely on on-unit-of suitable size and types of unit available at the site for which the applicant was selected. | Clarification Change | added language to include Equal Access Rule language, and reword last sentence |
| 8 | 8 | 8.7 Security Deposits [24 cfr 966.4 (B) (5)] | FH will provide the resident or designee identified above with a written list and copies of receipts of any charges against the security deposit. If the resident disagrees with the amount charged to the security deposit, FH will provide a meeting to discuss the charges. | FH will provide the resident or appropriate designee identified above with a written list and copies of receipts of any charges against the security deposit. If the resident disagrees with the amount charged to the security deposit, FH will provide a meeting to discuss the charges. | Clarification Change | Lorena's question. What does this mean? |
| 9 | 8 | 8.12 Leasing and Inspections | Housekeeping Citations. Should the resident "fail" the re-inspection, FH will conduct a unit inspection every 15 days (not to exceed 2 inspections) until violation is cured. | Housekeeping Citations Residents who "fail" an inspection due to housekeeping will be issued a Housekeeping Citation notice, and a re-inspection will be conducted within ten (10) business days by FH staff. Should the resident "fail" the re-inspection, FH will conduct a unit inspection every 15 days (not to exceed 2 inspections) until violation is cured. | Clarification Change | removed (not to exceed 2 inspections) |
| 10 | 9 | Introduction | The frequency in which FH will reexamine income for a family depends on whether the family pays income-based or flat rent. HUD requires FH to offer all families the choice of paying income-based rent or flat rent annually. Per PIH Notice 2016-05, Streamlining Rule, Mixed Families may not chose flat rent when their TTP is greater than the applicable flat rent. FH policies for offering families a choice of rents are located in (Chapter 6 Income and Rent Determination). | The frequency in which FH will reexamine income for a family depends on whether the family pays income-based or flat rent. HUD requires FH to offer all families the choice of paying income-based rent or flat rent annually. Per PIH Notice 2016-05, Streamlining Rule, Mixed Families may not ehose choose flat rent when their TTP is greater than the applicable flat rent. FH policies for offering families a choice of rents are is located in (Chapter 6 Income and Rent Determination). | Spelling, Grammer, Format, etc. | Grammer |

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| 11 | 9 | 9.5 Recertification Notice Timeline | <p>Third Reminder Notice If the resident does not respond to the Second Reminder Notice before 60 days prior to the recertification anniversary date, FH will provide the resident a Third Reminder Notice no later than 60 days prior to the anniversary date.</p> <p>Fourth Reminder Notice / Notice of Intent to Terminate If the resident does not respond to the Third Reminder Notice before 30 days prior to the recertification anniversary date, FH will provide the resident a Fourth Reminder Notice no later than 30 days prior to the anniversary date. This notice serves as a 30-Day Notice to Terminate Tenancy.</p> | <p>Third Reminder Notice If the resident does not respond to the Second Reminder Notice before 60 days prior to the recertification anniversary date, FH will provide the resident a Third Reminder Notice no later than 60 days prior to the anniversary date. This notice serves will include as a 60-Day Notice to Terminate Tenancy.</p> <p>Fourth Reminder Notice / Notice of Intent to Terminate If the resident does not respond to the Third Reminder Notice before 30 days prior to the recertification anniversary date, FH will provide the resident a Fourth Reminder Notice no later than 30 days prior to the anniversary date. This notice serves as a 30-Day Notice to Terminate Tenancy.</p> | Agency Policy Preference | Change to 60 day notice to service termination notice instead of 30 day notice. |
| 12 | 9 | 9.8 Collectoin of Information | <p>COLLECTION OF INFORMATION</p> <p>The family is required to complete the Questionnaire packet; a HUD-92006 form, HUD-Form 9886, Debts Owed HUD Form-52675, RHIIIP and all adult members of the household will be required to execute sign a Criminal Background Consent Form.</p> | <p>The family is required to complete the a -Qquestionnaire packet, including the following HUD forms::</p> <ul style="list-style-type: none"> • HUD-92006 form, • HUD-Form 9886, • Debts Owed HUD Form-52675, • RHIIIP <p>andIn addition all adult members of the household will be required to exeeute sign a Criminal Background Consent Form and provide necessary documentation needed to determine eligibility.</p> | Clarification Change | reworded, clarified items needed. Changed format to bullets |
| 13 | 9 | 9.9 Requirements to Attend | <p>REQUIREMENTS TO ATTEND</p> <p>All adult family members will be required to attend the recertification interview, and sign the Personal Declaration for continued occupancy the FH General Release of Information Criminal Background Consent form and HUD-form 9886.</p> <p>If the head of household or any adult member of the household is unable to attend the interview the appointment will be rescheduled as outlined in Recertification Notice Timeline of this Chapter.</p> | <p>REQUIREMENTS TO ATTEND</p> <p>All adult family members will be required to attend the annual recertification interviews, and sign the Personal Declaration complete a new questionnaire, and complete all required forms, listed above, for continued occupancy no less than 60 days before the effective date.; the FH General Release of Information Criminal Background Consent form and HUD-form 9886.</p> <p>If the head of household or any adult member of the household is unable to attend the interview the appointment will be rescheduled as outlined in Recertification Notice Timeline of this Chapter, but in all cases must occur no less than 30 days before the effective date. Failure to comply with the recertification requirement will be material breach of the lease and may result in termination of tenancy.</p> | Clarification Change | reworded, clarification |
| 14 | 9 | 9.10 Criminal Background Check | <p>FH will conduct criminal background checks using but not limited to FBI finger printing, DOJ Lifetime Sex Offender, and County and Statewide Criminal searches. A family may be denied assistance if the results show evidence which would prohibit admission to public housing.</p> | <p>FH will conduct criminal background checks using but not limited to FBI finger printing, DOJ Lifetime Sex Offender, and County and Statewide Criminal searches. A family may be denied assistance if the results shows evidence which would prohibit admission to public housing.</p> | Spelling, Grammer, Format, etc. | Kat comment, We aren't doing finger printing anymore right? |

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| 15 | 9 | 9.19 Income Changes Resulting from Welfare Program Requirements | <p>FH will not reduce the public housing rent for families whose welfare assistance is reduced due to a “specified welfare benefit reduction,” which is a reduction in welfare benefits due to:</p> <ul style="list-style-type: none"> • Fraud by a family member in connection with the welfare program; or • Noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program. <p>A “specified welfare benefit reduction” does not include a reduction of welfare benefits due to:</p> <ul style="list-style-type: none"> • The expiration of a lifetime time limit on receiving benefits; or • A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, such as: The family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits. • Noncompliance with other welfare agency requirements. | <p>FH will not reduce the public housing rent for families whose welfare assistance is reduced due to a “specified welfare benefit reduction,” which is a reduction in welfare benefits, defined below as “Imputed Welfare Income.” [24 CFR §5.615 (c)(5)].</p> <p>The table below breaks down the possible reasons welfare benefit may be reduced or terminated and whether imputed welfare assistance needs to be included in the annual income. due to: (inserted clear table)</p> | Spelling, Grammer, Format, etc. | formate change and clarified language, made easier to understand. |
| 16 | 9 | 9.23 Reporting of Changes in Family Composition | If a change due to birth, adoption, court-awarded custody, or need for a live-in attendant requires a larger size unit due to overcrowding, the change in unit size shall be made effective upon availability of an appropriately sized unit. | If a change due to birth, adoption, court-awarded custody, or need for a live-in attendant requires a larger size unit due to overcrowding, the change in unit size shall be made effective upon availability of an appropriately sized unit. See Chapter 7 for verification requirements. | Clarification Change | added language where to find verification requirements |
| 17 | 10 | 10.0 Overview | <p>A service animal is 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.</p> <p>Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or are animals that provide emotional support that alleviates one or more identified symptoms for effects of a person’s disability.</p> <p>Assistance animals perform many disability-related functions, including but not limited to, the following:</p> <ul style="list-style-type: none"> Guiding blind or low vision individuals Alerting deaf or hearing impaired individuals Providing minimal protection or rescue assistance Pulling a wheelchair Fetching items Alerting persons to impending seizures Providing emotional support to persons with disabilities who have a disability-related needed for such support. | <p>A service animal is any dog animal 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.</p> <p>Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or are animals that provide emotional support that alleviates one or more identified symptoms for effects of a person’s disability.</p> <p>Assistance animals perform many disability-related functions, including but not limited to, the following:</p> <ul style="list-style-type: none"> Guiding blind or low vision individuals Alerting deaf deaf or hearing impaired individuals Providing minimal protection or rescue assistance Pulling a wheelchair Fetching items, such as medicine or a phone Alerting persons to impending seizures Providing emotional support to persons with disabilities. -who have a disability-related needed for such support- | Clarification Change | changed dog to animal, spelling, and added items? |
| 18 | 10 | 10.1 Approval of Service Animals and Assitance Animals | <p>If the animal meets the test for “service animal,” the animal must be permitted to accompany the individual with a disability to all areas of the facility where persons are normally allowed to go, unless (1) the animal is out of control and its handler does not take effective action to control it; (2) the animal is not housebroken (i.e., trained so that, absent illness or accident, the animal controls its waste elimination); or (3) the animal poses a direct threat to the health or safety of others that cannot be eliminated or reduced to an acceptable level by a reasonable modification to other policies, practices and procedures.</p> <p>A service animal must be permitted in all areas of the facility where members of the public are allowed.</p> | <p>If the animal meets the test for “service animal,” the animal must be permitted to accompany the individual with a disability to all areas of the facility where persons are normally allowed to go. - unless (1) the animal is out of control and its handler does not take effective action to control it; (2) the animal is not housebroken (i.e., trained so that, absent illness or accident, the animal controls its waste elimination); or (3) the animal poses a direct threat to the health or safety of others that cannot be eliminated or reduced to an acceptable level by a reasonable modification to other policies, practices and procedures.</p> <p>A service animal must be permitted in all areas of the facility where members of the public are allowed.</p> | Clarification Change | removed exceptions |

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| 19 | 10 | 10.1 Approval of Service Animals and Assistance Animals | • For an animal to be excluded from the pet policy and be considered a service animal, it must be a trained dog/animal, and there must be a person with disabilities in the household who requires the dog/animal's service. | • For an animal to be excluded from the pet policy and be considered a service animal, it must be a trained dog animal, and there must be a person with disabilities in the household who requires the dog animal's service. | Clarification Change | changed dog to animal |
| 20 | 10 | 10.4 Definition of "Common Household Pet" | <i>Common household</i> pet means a domesticated animal, such as a dog, cat, bird, or fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes. | <i>Common household</i> pet means a domesticated animal, such as a dog, cat, bird, or fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes. | Clarification Change | Removed language stating animals are recognized as a companion animal |
| 21 | 10 | 10.5 Standards for Pets [24 CFR 5.318; 960.707 (B)] | No types of pets other than the following types may be kept by a resident. Residents are not permitted to have more than one common household pets per household, including small caged animals, i.e., birds. | No types of pets other than the Only the following types of pets may be kept by a resident. Residents are not permitted to have more than one two (2) common household pets per household, including small caged animals, i.e., birds. | Agency Policy Preference | clarify policy to clearly state 2 commons pets are allowed |
| 22 | 10 | 10.6 Pet Restrictions | • Vicious or intimidating dogs. Under California law (Food and Agriculture Code Sec. 31603), a "vicious" dog is defined as, but not limited to: (b) Any dog which, when provoked, in an aggressive manner, inflicts severe injury on or kills a human being. | • Vicious or intimidating dogs- Under California law (Food and Agriculture Code Sec. 31603), a "vicious" dog is defined as, but not limited to: (b) Any dog which, unprovoked, in an aggressive manner, inflicts severe injury on or kills a human being. | CFR Consistency | only accepted change will be remove "or intimidating dog" not part of code and changed to provoked to unprovoked, the redlined items is part of the Food and Agriculture Code Section 31603. |
| 23 | 10 | 10.6 Pet Restrictions | • Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites and/or lacerations to small children • Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children • Chicks, turtles, or other animals that pose a significant risk of salmonella infection to those who handle them • Pigeons, doves, mynahs, psittacosis, parrots and birds of other species that are hosts to the organisms that cause psittacosis in humans | • Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites and/or lacerations to small children • Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children • Chicks, turtles, or other animals that pose a significant risk of salmonella infection to those who handle them • Pigeons, doves, mynahs, psittacosis, ferrets and birds of other species that are hosts to the organisms that cause psittacosis in humans | Clarification Change | word change |
| 24 | 10 | 10.7 Management Approval of Pets [24 CFR 960.707 (B) (5)] | Pets will not be allowed until Management approval has been obtained. Approval for the keeping of a pet shall not be extended pending the completion of these requirements. ... • Posting: Each pet owner must provide two color photographs of their pet(s) and display a "Pet Here" sticker, provided by FH, which will be displayed on the front door of the unit at all times. | Pets will not be allowed until Management approval has been obtained in writing . Approval for the keeping of a pet shall not be extended pending the completion of these requirements. ... • Posting: Each pet owner must provide two color photographs of their pet(s) each year and display a "Pet Here" sticker, provided by FH, which will be displayed on the front door of the unit at all times. | Clarification Change | clarification |
| 25 | 10 | 10.8 Refusal to Register Pets | If FH refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements. FH will refuse to register a pet if: | If FH refuses denies the request to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements. FH will refuse to register a pet if: | Clarification Change | word change |
| 26 | 10 | 10.10 Pet Rules | 3. When outside the dwelling unit, all pets must be on a leash or in an animal transport enclosure and under the control of a responsible individual. | 3. When outside the dwelling unit, all pets must be on a leash or in an animal transport enclosure and under the control of a responsible individual. Pets/service animal must not be chained and left unattended outside. | Clarification Change | Added language that clarify not to leave pets chained or left unattended outside. |
| 27 | 10 | 10.11 Pet Care | All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet. | All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet at all times. | Clarification Change | clarification |
| 28 | 10 | 10.21 Pet Deposits | All reasonable expenses incurred by FH as a result of damages directly attributable to the presence of the pet in the dwelling unit will be the responsibility of the resident, including: • The cost of repairs and replacements to the resident's dwelling unit; • Fumigation of the dwelling unit; • Common areas of the development if applicable. | All reasonable expenses incurred by FH as a result of damages directly attributable to the presence of the pet in the dwelling unit will be the responsibility of the resident, including: • The cost of repairs and replacements to the resident's dwelling unit; • Fumigation and cleaning of the dwelling unit; • Common areas of the development if applicable. | Agency Policy Preference | Suggesting uses of the deposit |

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| 29 | 12 | 12.14 Security Deposit | When a family transfers from one unit to another, FH will transfer their security deposit to the new unit. The resident will be billed for any maintenance or others charges due for the "old" unit. In the case of FH initiated transfers, the inability to pay the security deposit should not delay the transfer and will be handled on a case-by-case basis. | When a family transfers from one unit to another, FH will transfer their security deposit to the new unit. The resident will be billed for any maintenance or others charges due for the "old" unit. In the case of FH initiated transfers, the inability to pay the security deposit should not delay the transfer and will be handled on a case-by-case basis. | Clarification Change | Removed repetative language |
| 30 | 17 | 17.2 Site-Based Interest List | All mixed finance developments will maintain an interest list. To establish an interest list, pre-applications will be accepted from any family wishing to apply at any specific Mixed Development. FH/Agent may select one or more of the following methods for pre-application: <ul style="list-style-type: none"> Submitted online via FH website or property specific website. By mail Submitted in person By other methods as described in the public announcement. At the time the FH/Agent announces its intent to open the interest list, the actual methods of accepted pre-applications will be clearly stated in the public announcement and similar outreach methods. | All mixed finance developments will maintain an interest list. To establish an interest list, pre-applications will be accepted from any family wishing to apply at any specific Mixed Development. FH/Agent may select one or more of the following methods for pre-application: <ul style="list-style-type: none"> Submitted online via FH website or property specific website. By mail Submitted in person Over the phone By other methods as described in the public announcement. By other methods as described in the public announcement. At the time the FH/Agent announces its intent to open the interest list, the actual methods of accepted pre-applications will be clearly stated in the public announcement and similar outreach methods. | Spelling, Grammer, Format, etc. | moved "by other method..." to bullet |
| 31 | 17 | 17.7 Grievance Procedures | Public housing residents in a Mixed Finance Development have the right to grievance procedures. See section 3.31 of the ACOP | Public housing residents in a Mixed Finance Development have the right to grievance procedures. See section 3.31 2 of the ACOP | Clarification Change | Reference Corrected Section |
| 32 | 23 | Introduction | In accordance with PIH Notice-2012-reissuance 24 CFR 903.7 smoking (including, but not limited to, smoking cigarettes, cigars, pipe, e-cigarettes, and water pipes; also known as hookahs) is prohibited in all FH public housing communities. This includes all indoor areas including but not limited to residential units and common areas; and within twenty-five (25) feet of said buildings and outdoor areas (apartments, entryways, walkways, grassed areas, play areas, parking lots and private vehicles parked on FH property). Per California Law an apartment complex that includes a children's play area or "tot lot" sandbox area, your landlord must prohibit smoking within 25 feet under state law. | In accordance with PIH Notice-2012-reissuance 24 CFR 903.7-965 Subpart G smoking (including, but not limited to, smoking cigarettes, cigars, pipe, e-cigarettes, and water pipes; also known as hookahs) is prohibited in all FH public housing communities. This includes all indoor areas including but not limited to residential units, offices, community buildings, day care centers, laundry centers and common areas; and within twenty-five (25) feet of said buildings and outdoor areas (apartments, entryways, walkways, grassed areas, play areas, parking lots and private vehicles parked on FH property). Per California Law an apartment complex that includes a children's play area or "tot lot" sandbox area, your landlord must prohibit smoking within 25 feet under state law. | CFR Consistency Agency Preference | corrected CFR and added other areas |
| 33 | 23 | Violations | A violation of the Smoke Free Policy will be considered a material violation of the residential lease. FH will utilize the following process to address the violations of the No Smoking Smoke-Free Policy: ... 4th Violation- A 30-day lease termination notice to Terminate Tenancy will be issued. | A violation of the Smoke Free Policy will be considered a material violation of the residential lease. FH will utilize the following process to address the violations of the No Smoking -Smoke-Free Policy: ... 4th Violation- A 30-day lease termination-N notice to Terminate Tenancy will be issued. | Spelling, Grammer, Format, etc. | removed previous strikeout |