September 2003

Dear Colleague,

Two years ago, the Corporation for Supportive Housing (CSH) convened a group of property management staff from supportive housing sites throughout Northern California to engage in an open and frank discussion of the challenges of operating supportive housing over the long term. Although it is widely acknowledged that “managing supportive housing is different” than managing affordable and/or market rate housing, there was not a clear sense that the tools to guide this work existed.

In order to answer the question: “Does a manual for operating supportive housing exist?” CSH engaged Gail Gilman and Rashonda McChester to conduct an inventory and analysis of the existing manuals key supportive housing sponsors in the State of California are using. The result of this effort indicated that there was not any one manual that adequately addresses all of the issues that arise in supportive housing property management. Following confirmation by numerous property managers that creating a new manual would be of value, CSH got to work!

With the assistance and participation of numerous individuals and organizations, CSH has created this “first of its kind” manual, and is pleased to present it for use. (As a manual based on the practices and the laws of California, we encourage supportive housing sponsors in other States to confer with legal counsel when using this manual.) Many thanks go to Irma Poe, California CSH Program Officer, who steered this entire effort, and to Maryann Leshin, Director, California Program, and to CSH staff, consultants and advisors noted on the following pages for all of their hard work that went into the making of this manual.

We hope that you will find this manual of value to your organization, and that its application will reap benefits for your supportive housing residents as well. As the field of supportive housing matures, we look forward to working with each of you to continue disseminating best practices and innovative tools to guide the operational side of supportive housing. Please do not hesitate to contact us with your comments and questions at www.csh.org.

Sincerely,

Carla Javits
President
Introduction

In response to the challenges identified by supportive housing owners throughout California, CSH implemented a Property Management Initiative. In September 2001 CSH invited representatives of supportive housing projects, including property and asset managers, services program directors, tenant advocates and representatives of intermediary organizations, to come together to help us define deliverables for this Initiative. Representatives from more than 35 agencies responded, becoming our Advisors Group (see below). This group recommended several deliverables for our Initiative, including:

✔ Identification of a property management operations manual specific to supportive housing.

Over the past several months, we’ve sought out best practices for managing supportive housing from supportive housing owners throughout California. We then contracted with an experienced supportive housing provider – *Community Housing Partnership* – to synthesize these best practices into one Manual.
Thank You

We are very grateful to the following individuals and the organizations they represent for their generous contribution of staff time, organizational resources, and the “best practices” they shared that are included in this Manual.

Advisors Group Members

Alameda Point Collaborative * Chinatown Community Development Corporation * San Francisco City Housing/SF * Birute Skurdenis-California Housing Partnership * Conard House/SF * Direct Access to Housing/SF Department of Public Health* Cathy Craig-Local Initiatives Support Corporation * Mercy Services Corp./SF * Oakland Community Housing Management/Oakland * Resources for Community Development/Berkeley * Rubicon Programs/Contra Costa County * The John Stewart Company/SF * Tenderloin Neighborhood Development Corp./SF * Allied Housing Inc./Alameda County * Belinda Lyons-Mental Health Association of SF * Citizens Housing Corporation/SF

We are especially grateful to the following individuals and the organizations they represent for their assistance in searching out supportive housing property management operations manuals, identifying and advising effective use of best practices, and helping us develop a Manual intended to help meet the needs of supportive housing providers:

Gail Gilman, Zeke Weiner, Community Housing Partnership/SF
Michael Alvidrez, Skid Row Housing Property Management Company/LA
Marc Slutzkin-Chinatown Community Development Corporation/SF
Kerry Williams-Resources for Community Development, Berkeley
Roshanda McChester, Hamilton Apartments/Mercy Housing/Oakland
Michele Magar and Bonnie Milstein, Attorneys at Law / SF

We appreciate former CSH General Counsel Jim Morales’ comment on early drafts. We are also beholden to attorney David Grabill for his assistance; his detailed review and comment is very much appreciated.

Special thanks are extended to CSH CA Program & National Staff:

and
Irma Poe, Project Coordinator

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Mission Statement

This manual reflects the best practices many supportive housing providers use to manage and operate quality affordable housing with on-site or accessible supportive services available to tenants with special needs. One best practice is to include the housing owner’s mission statement in the property management operations manual. The supportive housing owner’s mission statement usually defines the goals, objectives and outcomes the housing owner and/or its property management agent seek to achieve as a supportive housing provider. The mission statement also serves as an operating guide for operations-management staff. Following is a sample mission statement.

SAMPLE – Supportive Housing Mission Statement
We are committed to owning, and/or management permanently affordable, safe and well-maintained housing for low and extremely low-income persons, many of who have special needs. We believe that all persons have a right to quality affordable housing. We are committed to helping people in need, without regard to race, color, religion, sex, national origin, sexual orientation, or disability.

We strive to create a supportive housing environment that fosters independence, especially in the areas of housing retention, vocational development and employment, to help break the cycle of homelessness experienced by many very low-income and disabled persons. We are committed to working with tenants to provide a supportive environment with integrated human services, vocational and employment opportunities, accessible social services and tenant-led groups. We are committed to working in cooperation with the many public and private agencies serving people with special needs, to ensure that quality housing and supportive services are provided for the benefit of tenants.

It is our goal to build community, and to involve tenants in every aspect of our business, including tenant involvement in policy-making by participation on governing board(s).

Through these efforts, we support the dignity, independence and self-sufficiency of tenants, and respect the tenants’ right to involvement in their supportive housing community.
Core Operating Principles

We also recommend supportive housing owners’ property management manuals clearly state their core-operating principles. Following are Core Operating Principles that can help providers achieve efficient and effective management and operation of supportive housing:

SAMPLE – Supportive Housing Core Operating Principles

We show respect for all individuals. We believe that all individuals can and want to contribute to their fullest potential. Differences are valued. We inspire and enable people to achieve high expectations, standards, and challenging goals. We are honest with employees about their job performance.

We are strategically focused. We operate under clearly articulated and aligned objectives, within applicable laws, guidelines and regulations, and to fulfill our mission. We expect employee performance consistent with their job descriptions, and in compliance with applicable laws, guidelines, regulations, goals and objectives. We simply, standardize, and streamline employee tasks whenever possible to achieve stated goals and objectives.

We seek to be the best. We strive to be the best in all areas of strategic importance to our mission, goals and objectives. We benchmark performance rigorously against internal and external objectives. We learn from both our successes and failures.

Personal Mastery. We believe it is the responsibility of all employees to seek to continually develop the skills and abilities necessary for satisfactory job performance and personal and professional advancement. We expect and encourage technical mastery and excellence in the performance of job tasks and in fulfillment of our goals and objectives.

Mutual Interdependence. We work together with confidence and trust across functions. We take pride in sharing our best practices and learning from our failures. We build superior relationships with all parties, including our tenants, co-workers, suppliers, and internal and external partners.

Collaboration With Partners. We work in close collaboration with the support services unit and other internal and external units, to fulfill the goals and objectives stated in our mission statement. We work in tandem in order to implement our supportive housing retention model to the fullest capacity, and to build community for the benefit of our tenants.
Chapter One

Management Procedures in Supportive Housing

This manual is intended as a tool to train supportive housing staff on how to perform property management tasks in a supportive housing environment. As members of the property management department, supportive housing staff should be encouraged, and held accountable, to learn and to follow these policies and procedures, which represent best practices in managing supportive housing.

1.0 Coordination with Support Services:
The Core of Supportive Housing Operations

Coordination Meeting
The core mission of supportive housing is to provide quality affordable housing for people with disabilities who are homeless or at risk of homelessness. On-site and/or easily accessible supportive services and resources are available to help eligible persons access and retain quality affordable housing.

Well-managed supportive housing centers on tight coordination and collaboration among the tenant households, the property management staff and the support services team. This essential coordination and collaboration begins with open communication and information flow between the stakeholders, within the bounds of rights to privacy and confidentiality as defined by applicable laws, rules, guidelines and/or regulations. A best practice for effective staff coordination and collaboration is regularly scheduled site coordination meetings between building management staff and support services staff. Weekly meetings are encouraged.

The encouraged supportive housing site coordination meetings usually address the following main topics:

- Delinquent rent - tenants whose housing is in jeopardy due to failure to pay rent or comply with authorized payment plans.
- On-going behavior in violation of the leasing agreement/house rules and/or behavior that jeopardizes the right to quiet enjoyment and safety of other tenants.
- Individual and community activities intended to and/or resulting in community building within the supportive housing site and/or the surrounding community.

Regularly scheduled site coordination meetings are a format that can help the building management staff and the support service staff determine whether a tenant needs assistance to stabilize housing. Staff can discuss the availability of appropriate resources and services, develop intervention and/or support strategies, and/or assess the result(s) of interventions, activities and/or events.
Collaboration Meetings
In addition to site coordination meetings, many supportive housing owners schedule collaboration meetings every month. At this meeting, building management staff, support services staff, and tenant representatives meet to develop strategies to address incidents that jeopardize the safety and security of tenants or employees, and to plan activities, events, services and/or resources that empower tenants and help build community.

Staff and tenant representatives use collaboration meetings to work together to build community within the supportive housing site(s), frequently by planning and presenting activities that offer tenants opportunities for recreation, socialization and personal empowerment.

Note: Support services representatives who acquire confidential information about tenants must be careful not to disclose protected information during a site coordination or collaboration meeting, unless the tenant has consented to the disclosure. Authorization is usually obtained by requesting that the tenant sign a Consent of Release of Information form defining what information is to be released: to whom, for what purpose, for what period of time.

1.1 Reasonable Accommodation
Supportive housing serves persons with special needs, such as mental and/or physical disabilities, histories of chronic use of alcohol and drugs and/or who may be living with disabling health conditions. Supportive housing helps persons with special needs access and retain quality affordable housing.

(*) “Federal law prohibits discrimination against persons with disabilities and requires all landlords to provide reasonable accommodation for tenants’ disabilities. The Fair Housing Act, as amended in 1988, prohibits all housing providers from discriminating against people with disabilities, including psychiatric disabilities. A housing provider violates the Fair Housing Act when it ‘refuses to make reasonable accommodations in rules, policies, practices or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling…’ unless such accommodation will fundamentally alter the provider’s program or cause an undue financial or administrative burden. Similarly, Section 504 of the Rehabilitation Act of 1973 prohibits all federally funded entities from discriminating against any otherwise qualified individual ‘solely on the basis of his or her handicap,’ and includes an implicit requirement to provide reasonable accommodation.”

Supportive housing owners and employers are required by law to respond to requests for reasonable accommodations in all aspects of their operations to assist persons with disabilities succeed in accessing and retaining housing.

Persons living with disabilities are legally entitled to accommodation if they need it in order to have the full use and enjoyment of their housing. The housing provider has a duty to make reasonable accommodation to each person residing or working at the housing site. This duty extends to all aspects of the housing operation including but not limited to (each item is followed by an example):
• **The intake and screening process.** If an applicant or tenant is not able to provide the documentation required of applicants to meet eligibility criteria, the provider could make reasonable accommodation with respect to this requirement. The provider could allow the applicant additional time to gather the documentation, or request the documentation directly from the source.

• **Occupancy.** Where the provider has a “no pets” rule. When a tenant with a disability requests permission to have a small pet (a cat, dog, fish or bird) and his/her healthcare provider verifies that the animal, fish or bird will serve a therapeutic function for the tenant or applicant, the supportive housing provider should be willing to waive the “no pets” rule as a reasonable accommodation to the tenant. But “reasonable” also has limits. The pet should not be an animal that repeatedly disturbs other tenants or places other tenants in fear. The tenant has to be able to feed and care for the pet.

• **Daily interactions with tenants.** A tenant with a mental disability occasionally gets into verbal altercation with other tenants, apparently because of problems related to his/her prescribed medication. While these altercations might be grounds for evicting tenants who do not have a disability, the provider has a legal duty to “go the extra mile” before evicting this tenant, as a reasonable accommodation. This may involve setting up a conference with the tenant’s healthcare provider to discuss the problem and to explore ways to prevent future altercations. If the tenant and the health care provider are made aware of the problematical behavior, it can often be remedied through medical or therapeutic intervention. Eviction should be considered a last resort in these situations. If a tenant physically attacks other tenants, or puts them in fear of serious bodily harm, the provider is not required to attempt reasonable accommodation before taking appropriate steps to protect other tenants and staff.

• **Management.** Property management may have a rule requiring payment of rent on or before the fifth day of each month. A tenant who is habitually late paying rent can create bookkeeping problems for the provider. If, however, the habitually late payment is related to the tenant’s disability, the provider has a duty to make reasonable accommodation. This accommodation could be accomplished by allowing some leeway in payment of rent. This does not mean that the provider should waive the rule entirely. It means that the provider should be flexible and ”reasonably accommodating” to the tenant.

• **Maintenance.** A tenant occasionally scrapes the walls with his/her wheelchair. Unless this is clearly due to carelessness, the provider should give the tenant reasonable accommodation and not consider this to be a violation of the rental agreement or grounds for eviction.

• **Employment.** The duty to make reasonable accommodation also applies to the supportive housing provider’s employees. Where an employee has a disability and needs some special change in order to be able to do his or her best job, the provider must be willing to make a reasonable accommodation. What’s “reasonable” depends on the circumstances of the job, the nature of the disability and the specifics of the requested
Employers should always be ready to discuss and negotiate about requests for reasonable accommodation. If there is doubt about what is legally required, consult with an attorney or personnel expert consultant before a final decision is made.

The duty to make reasonable accommodations to tenants with disabilities includes making physical modifications to the living unit. If the supportive housing owner is a recipient of federal funding, Section 504 of the Federal Rehabilitation Act may require the owner to pay for routine physical modifications such as ramps, grab bars and special doorbells. The owner is not required to pay for modifications that would cause the agency “undue” financial hardship. The term “undue” depends on all the circumstances. If funding is available from other sources to pay part or all of the cost of the needed modification, the owner should, at a minimum, be willing to apply for that alternate funding if it lacks the resources to pay for the modification itself.

If the owner is not a recipient of federal funding, then the owner is not obligated to pay for the cost of the modification to the tenant’s unit. Special rules apply to the common areas of the housing complex, and even where there is no federal funding, supportive housing owners may be required to pay for modifications required by disabled tenants so that they can fully use, in example, laundry rooms and recreational facilities. As set forth in the examples above, the duty to make reasonable accommodation for tenants with disabilities also includes making waivers or changes to the owner’s rules, policies, practices and/or services where necessary in order to provide equal access to housing. A provider is not required to make a reasonable accommodation if it would fundamentally alter the nature of the program in question or cause the provider undue financial or administrative burden. Flexibility, willingness to enter into a dialogue, compassion and creativity are all factors that courts look for in determining whether the housing provider has made a sufficient good faith effort to reasonably accommodate an individual with a disability.

Supportive housing owners should encourage tenants to fill out standard forms when requesting some sort of reasonable accommodation. But be aware that a verbal request for reasonable accommodation, or a request made in some other manner has the same legal force and effect as a request made on the standard form, and requires the same kind of “good faith” effort on the part of the provider. Sometimes verbal requests are made without even using the words or saying “reasonable accommodation.” They may be implicit in some other request by a tenant with a disability (For example, a tenant may say: “I am having trouble getting in and out of the bathtub. May I have some grab bars installed?”). Whether the request is written or verbal, providers should notify the tenant in writing of whatever decision they make on the request.

Supportive housing providers may also request verification from a healthcare provider (such as a doctor, nurse, therapist or social worker) that the tenant has a need for the requested reasonable accommodation on account of his/her disability. Verification from a healthcare provider should not be required when the requested accommodation is reasonable on its face (For example; when a tenant who uses a wheelchair requests that a bathroom door be made wider so that the wheelchair can actually or more easily enter and exit). The requested verification should be limited to getting information about whether the requested accommodation will allow the disabled tenant to live in a way that more closely approximates the way in which persons without disabilities live.

The Appendix in this document includes the following sample forms:
Management should also track provision or denial of requests for reasonable accommodation. Monitoring agencies may require that the supportive housing owner maintain this information.

1.2 Conflict of Interest
Supportive housing providers create housing to accomplish an important mission. All employees should be trained to conduct themselves in a manner that is free from any conflict of interest that could interfere with fulfilling this mission.

The supportive housing employer’s personnel policies should define workplace situations of potential conflict and orient employees to their policies and procedures for reporting and addressing potential conflicts. For example, employees may be prohibited from having a direct or indirect financial relationship with tenants. Some employers have policies that prohibit employees from serving as the tenant’s money manager, conservator, or guardian. An exception to this policy can occur when the supportive services staff are specifically contracted to provide these financial services. Exceptions are generally defined by contractual agreement, by consent of release of information and/or other documented agreement with the tenant.

Examples of conflicts or potential conflicts that should be contained in the employer’s personnel policies include:

- Employees are prohibited from soliciting or accepting any gift, gratuity, a favor or entertainment from a tenant or from any individual or company doing business with the housing owner or employer (i.e., contractors, sales people, monitoring agency).

- Employees are prohibited from receiving a wage or anything of monetary value from an outside source (a source other than the employer or contractor) as compensation for performance of his or her duties and responsibilities as an employee.

- Employees should not engage in outside employment or other outside activities that are incompatible with the proper discharge of their duties and responsibilities of employment.

- Employees are prohibited from engaging in any activity or enterprise that involves the use for private gain of the employer’s facilities, equipment, supplies or influence; the employee cannot rent common space within the supportive housing site and/or rent equipment owned by the housing owner for personal gain.
1.3 Unlawful Harassment

Supportive housing owners and employers must comply with laws prohibiting unlawful harassment in the workplace and at the housing site. Owners and employers should be committed to providing a workplace and a housing environment free of harassment based on race, color, citizenship, religion, ancestry, national origin, age, gender, pregnancy, childbirth, marital status, sexual orientation, disability, medical condition or veteran status. The supportive housing provider should also prohibit class-based harassment.

The supportive housing owner should have written policies and procedures that prohibit harassment by managers, supervisors and all employees, or any person doing business with the organization. Specific examples of prohibited harassment include, but are not limited to:

- **Verbal conduct** such as epithets, threats of violence, derogatory comment, slur, or unwanted comments or jokes.
- **Placement in visible areas of offensive materials**, such as derogatory objects, pictures, posters, cartoons, drawings or gestures.
- **Physical conduct** such as assault, blocking or impeding movement, restraint, touching or any physical interference with normal work or movement.
- **Demands** that any tenant or employee submit to any sexual act in order to keep or get a job, or to obtain or maintain housing, to avoid some other loss, or as a condition of tenancy, job benefits, security, or promotion. Employees, and tenants, cannot be threatened with loss of employment or tenancy as a result of filing a complaint or a grievance.
- **Retaliation** against tenants and employees, for reporting harassment or discrimination or assisting another employee or tenant to report harassment or discrimination is prohibited.

**Note:** Supportive housing owners have obligations as landlord and employer, to prohibit unlawful harassment of employees and tenants. Seek expert advice and consultation to develop model policies and procedures.

Employers can be required by law to post regulations and guidelines in the supportive housing workplace and in common areas of the housing facility. Providers should have written policies and procedures for dealing with harassment issues, so that all employees know how to get help and how to file a complaint. A written internal harassment complaint procedure is also important for minimizing liability for damages. New employees should be oriented to the employer’s written internal harassment complaint procedures; refresher/updates should be regularly scheduled. Employers should ensure that managers and supervisors are familiar with laws, policies and procedures prohibiting unlawful harassment in the housing and in the workplace, and ensure that all employees and tenants know how to report incidents of unlawful harassment. To ensure that managers and supervisors are aware and familiar with applicable laws, policies and procedures, employers/owners should regularly schedule orientation and refresher workshops facilitated by professionals with appropriate expertise.
1.4 The Elements of Leadership in Supportive Housing

Property managers must exhibit leadership. A leader should be able to:

- Stand and deliver.
- Understand and convey the mission and ideals of the organization.
- Inspire, motivate, and cultivate people and ideas.
- Provide vision, guidance and order.
- Provide a model of good, reasonable judgment.
- Be a role model, setting and upholding the organization’s values.
- Have the ability to see the big picture and the details.
- Know when and how to apply leadership: when to lead and when to shepherd staff.
- Possess the ability to make fun of self, and to laugh.
- Support staff growth and creative thinking.
- Enable people. Build teams.
- Respect others’ perspectives and acknowledge alternative opinions.
- Characteristics of effective leadership:
  - Positive role model
  - Integrity
  - Perseverance
  - Good problem solving skills
  - Active listener; clear communicator
  - Team leader

1.5 Chain of Command

Property management operates within a fairly strict chain of command. This manual explains best practices for which employee generally does what in various situations found on the job. It explains how information should move in a supportive housing operation. For example, it describes which employee is responsible for collecting and directing specific information, and who makes decisions for property management activities, functions and operations.

The supportive housing property management department in large supportive housing sites can include many titles such as: executive director; director of property management; maintenance manager; operations manager; property supervisor; building manager; duty officer, resident or assistant manager; maintenance and janitorial staff; desk clerks; occupancy specialist.

Whatever the size of the supportive housing site, for effective emergency response supportive housing site staff should be trained on how and when to contact the appropriate person in the chain of command.

A basic tenet in supportive housing management operations should be to “Reach Up.” When a staff person finds him/herself uncertain as to how to handle or proceed with a situation, that employee should contact the supervisor or other designated staff. Employees should be trained to document and/or report all relevant information so that the manager or supervisor can make an
informed decision and/or provide direction and/or advice. Information is the lifeblood necessary for appropriate response by appropriate staff, whether they are property management or support services staff or emergency personnel.

1.6 The Duty Officer
Supportive housing often provides site coverage and emergency response 24 hours per day every single day of the year. Building managers and/or resident managers generally rotate the responsibility of weekend, holiday, and/or emergency response coverage. The staff person assigned this responsibility is often called the duty officer. The duty officer is often the member of the property management staff who is responsible for the day-to-day running of the specific housing site. The responsibilities of duty officers are referred to frequently in this manual, especially in the chapter on Front Desk & Lobby Operation.

All building staff should know the designated manager for their shift and/or their housing site. Front lobby/desk station staff should know that the designated officer/manager is the primary and initial point-of-contact for any crisis in the building during weekend and holiday hours. The designated officer/manager should have the authority to handle and/or direct property management operations response during crisis situations.

In supportive housing, the duty officer is generally expected to:

- Contact staff at each building a couple of times each day, on weekends and on holidays. Respond immediately to emergency contact from building staff, and to visit the housing site if the situation requires management response.
- Investigate any maintenance emergency and contact the maintenance department if the situation requires immediate response.
- Contact the other designated staff, including supportive services staff, if the situation requires additional support or guidance.
1.7 Supervising Staff

- Supportive housing property managers have responsibilities in the area of staff supervision including:
  - Day-to-day staff management.
  - Providing skill development for staff through training, coaching, goal setting and performance review.
  - Corrective discipline of staff according to the organization’s personnel policies, and applicable state and federal labor laws
  - Training on the internal policies and procedures which employees must follow.

Managers should help employees under their supervision gain the skills and expertise necessary for satisfactory building management and operation. Managers should take appropriate corrective or disciplinary action necessary to correct unsatisfactory performance and to help employees retain employment and advance on the job.

Assignment of Staff
Managers should develop work schedules that provide full-time coverage for the supportive housing site. "Fall-back” scheduling plans for the site provide coverage for staff on leaves. Managers should try to develop a reserve pool of experienced front desk or building staff for optimal coverage. Shift changes or schedule swaps should be authorized only with the advance approval of the building manager or other designated manager.

These policies can help minimize overtime, and maximize staff familiarity with the supportive housing site(s).

Only the building manager, director of property management or other designated staff should have the authority to shift staff from one supportive housing site to another. Borrowing should be kept to a minimum to achieve sound fiscal operations. The manager borrowing employees from another site should be required to consult with the director of property management or designated personnel, to ensure that any overtime hours are properly reported.

Time sheets
Timely processing of employee time sheets should be the responsibility of the individual employee, his/her supervisor, and the building manager. Overtime compensation should be calculated consistent with State Department of Labor / Division of Labor Standards and any contractual agreement with an employee or group of employees. Please refer to the current state regulations and laws in calculating overtime pay for hourly staff.

Evaluating Staff & Developing Work Plans for the Future
Many supportive housing owners are committed to employing persons who reside in supportive housing, and in the local community. As a business, supportive housing can offer people returning to employment or just beginning to work with opportunities to gain and enhance marketable skills,
and opportunities for career growth. Supportive housing employers are encouraged to follow these procedures to help employees maximize their ability to retain employment, develop and enhance skills, and advance on the job.

- Supervisors should be required to complete an introductory period evaluation for all staff upon completion of the employee’s first six months of employment. The supervisor should evaluate the employee’s performance and recommend continued employment, termination, or extended probation, consistent with the agency’s personnel policies and any applicable labor law(s).

- The supervisor should also complete an annual evaluation, usually scheduled on or around the anniversary of the employee’s hire date. During the annual evaluation, the employee and the supervisor should develop a work plan that specifies any corrective action necessary for satisfactory performance, and that sets performance goals for the employee’s professional development. The employer should implement standard forms, policies and procedures to evaluate employees.

- All evaluations and work plans should be completed in a timely manner, and processed consistent with the agency’s personnel policies and procedures. The building manager or other designated staff should receive and review all evaluations, and direct evaluations to the department manager or the director of property management for final review and action, consistent with the agency’s personnel policy.

Note: The employer must ensure that its personnel policies and practices are applied to all employees consistent with applicable laws and regulations. Supportive housing providers/employers are encouraged to have in place a simple, clear and comprehensive personnel manual that sets out:

- Employee job descriptions and expectations
- Benefits and leave policies (sick leave; annual leave; family leave; use of accrued time)
- Job classifications
- Overtime compensation
- An employee grievance procedure

To help the supportive housing employer avoid claims of unlawful termination, only designated personnel (e.g. director of property management) should be authorized to terminate employment. Supervisors should be trained to follow the employer’s personnel procedures to correct employee performance or behavior concerns. Supervisors should keep the director of property management and/or other designated staff apprised of all corrective actions, which may include:

- Meeting with the employee to address performance issues. This may include coaching, tutoring and/or mentoring the employee.

- Referring the employee to the human resources department and/or to any employee assistance programs available to the employee.
- Verbal Warnings and written warning, documenting unsatisfactory performance and
detailing the specific corrective action the employee is expected to take to achieve
satisfactory performance, with copy to designated personnel.

- Extending the probationary period of employment, pending corrective action to improve
job performance. Probation should be extended or implemented only with approval of
the director of property management or designated personnel.

Following are examples of behavior or performance that should result in immediate and appropriate
disciplinary action:

- Physical violence toward any person (staff, tenant, visitor)
- Threat of violence toward any person
- Verbal abuse toward any person
- Theft of property from the employer, co-workers, or tenants or clients
- Serious or repeated violations of procedure
- Use of any illegal substance or alcohol while on duty
- Being under the influence of alcohol or illegal drugs while on duty
- Gross insubordination

If disciplinary action against an employee becomes necessary due to a serious infraction, the
supervisor should immediately suspend the employee, consistent with the employer’s personnel
policies and/or applicable labor law(s). The supervisor should be required to immediately send a
written report, along with any verbal report, to the director of property management and/or other
designated staff. The director of property management or designated personnel should evaluate
whether the infraction warrants a period of probation for corrective action or termination.

**Note:** Employers may have to consider employees’ request for reasonable accommodation in
considering disciplinary action due to unsatisfactory performance.

**Termination of Staff**

Only designated senior management should have authority to terminate employment. These senior
managers should carefully review all documentation of performance issues and efforts at corrective
action, prior to authorizing termination of employment.

Once the manager with authority terminates employment, the former employee’s name should be
placed on the housing site’s Unauthorized Visitor List if the site maintains a list.

Many supportive housing owners deny entry by a former employee for a period of at least 90 days
after employment ends, or longer if the former employee represents a threat to tenants, staff,
visitors, or the property. Refer to the Unauthorized Visitor List procedures in this manual (Section
4.10) for advice on best practices for managing visitors.

**Note:** If the former employee is a tenant of the property, he or she cannot be placed on the
Unauthorized Visitor List for that property, or denied access, except by legal means (in example:
by termination of tenancy by legal process).
**Hiring New Staff**
The building manager should be required to follow the organization’s hiring process for all new hires, as defined in the personnel policies and procedures. No person should be hired or scheduled for a work shift without the specific authorization of the director of property management or designated personnel.

Once an offer of employment is accepted, the hiring supervisor should promptly send all required documents to designated personnel, consistent with the employer’s personnel policies and procedures. The employer can offer employment, schedule orientation and prepare payroll for the new hire.

**Note:** A best practice in supportive housing is to strive to employ staff reflective of the tenants and clients served by the owner/employer. Many supportive housing owners/employers develop vocational, employment and training programs to help achieve this goal.

Many supportive housing owners/employers are committed to offering tenants opportunities for employment within the organization and/or supportive housing site(s). Posting job announcements with vocational or employment staff on the support service team can demonstrate this commitment. When working with the services team to create opportunities for shared training and skill development, the hiring supervisor should follow the organization’s policies and procedures for posting employment opportunities internally.

**Training**
Managers should seek out internal and external training resources that can benefit staff. The employers’ personnel department or the manager should have brochures and information available about training and skill development resources available to employees. Examples of the training or skill development supportive housing operations staff can be encouraged to pursue include: staff management, facilities management, property management, accounting, customer service, crisis de-escalation, and mental health and substance abuse counseling. Employees should be encouraged to discuss training resources with their supervisor or the personnel department and should also be made aware of any training funds and/or resources available for staff development.

**Contracting and Supervising Casual Labor**
Only the director of property management, the building manager or other designated personnel, should have authority to approve casual labor contracts. This best practice ensures that the employer follows applicable labor laws, rules and policies when contracting casual labor and/or independent contractors.
1.8 Relations with Tenants
The duties and responsibilities of all supportive housing property management employees should be more than simply keeping the building clean and collecting rents. Ultimately, the success of any supportive housing project will be measured by the community created in the building(s) and among the tenants. The key to a high quality of life for tenants is listening, responsiveness, and respectful management.

Supportive housing serves people who may have disabilities and limited independent living skills. Property management employees are not social workers. However, as managers and operators of supportive housing, they should be familiar with the owners’ philosophy, mission and/or core operating principles’ and demonstrate respect for all tenants. Property management staff should be trained and held accountable to refer and guide tenants to the supportive services made available to assist tenants.

Monthly Tenant Meetings: Listening to Tenants
Property managers should participate in community meetings on a regular basis; many projects schedule monthly community or tenant meetings. At many supportive housing sites, the Tenants' Council and/or the support services staff facilitate the meeting. This is usually a mandatory meeting for building managers, as it is an opportunity to hear directly from tenants about their concerns. These concerns frequently center on building safety, cleanliness, and clarification of house rules and management procedures. Building managers should take tenants' expressed concerns seriously, and report relevant information up the chain of responsibility. Building managers should work with tenant-led groups and/or services staff to address community and tenant concerns.

Boundaries
Supportive housing staff should maintain professional interactions with tenants and coworkers. Staff should not be permitted to enter into personal relationships with tenants or to accept gifts from tenants. (See Sections 1.2 & 1.3)

1.9 Tenant Safety and Security

Building management is responsible for building safety and security. Property managers should be responsible for walking and examining the physical plant (building(s) on a regular basis, to identify weak spots, problem areas, and opportunities for improved staff and building performance.

Managers should be vigilant in seeking out and correcting security breaches and safety hazards. All site staff and tenants should be encouraged to share ideas to improve building security and community safety with the director of property management or designated staff.

Managers, together with all site staff, should focus on fire and life safety concerns, slip and fall hazards, areas vulnerable to trespass, key control, and any and all threats to tenants, staff and/or building and community safety.
Key Control
Securing building keys is extremely important. Property management is responsible for securing the building and helping tenants secure their homes. Managers should be required to:

- Ensure that copies of tenants’ unit keys and building keys are kept secure and coded in a locked key cabinet at all times.
- Never leave key boxes open and unattended.
- Create a standard key code and ensure that key tags for tenants, units, and secure areas do not state the unit number or other confidential information.
- Only give keys to authorized personnel.

The building master key is generally the responsibility of the building, property or operations manager. When master keys are lost or misplaced, management may have to re-key the entire building. This is very costly. Managers should protect the master key by ensuring that:

No master key is outside of the building at any time unless authorized by or secured by the manager or designated staff.
The master key is secured in the manager’s or designated staff person’s office or other secure location, and secured in a manner as to ensure that no one has access without the manager’s knowledge and approval.
The building manager should be authorized to transfer the master key only to designated personnel, and only for specific tasks, consistent with building rules and procedures. Master or unit key transfers should be documented. When delegating responsibility that involves transferring the master key, the designated manager should be required to document the transfer and ensure that the key is returned directly and immediately when the task is completed.

Entering Tenant Units
Tenants have rights to privacy and confidentiality under the rental agreement and by law. These rights should be reflected in the rental agreement. Property management staff is charged with helping protect these rights. Property management staff (including, building managers, maintenance personnel, services personnel like exterminators) may enter a tenant’s unit only in the following circumstances:

- With the permission of the tenant at the time of the requested entry
- In case of emergency (e.g., fire, flooding, or tenant health emergency)
- Where a court order allows entry (e.g., after obtaining a judgment for possession in an eviction proceeding)

Where it is necessary to enter the unit to make non-emergency repairs or exhibit the unit to prospective new tenants, building management should provide the tenant in possession of the unit at least 24 hours written notice, unless the tenant him/herself requests and gives permission for entry. If after receiving at least 24-hour notice (or whatever applicable law and rental agreement require) the tenant still refuses to allow entry, then he or she is in violation of the rental agreement and can be served with a legal notice. Building management staff should not, except in emergency, force their way into a tenant’s unit. The owner should get competent legal advice, implement
policies and procedures consistent with that advice, and train staff accordingly regarding legal entry.

When the tenant moves out, the owner can enter the unit without notice. Sometimes it is unclear whether the tenant has abandoned the unit. Perhaps the tenant is away on a trip or staying with someone else. Where it appears that the tenant may have abandoned the unit, the owner must post a “Notice of Belief of Abandonment” on the tenant’s door for a period of fourteen days before removing any furniture or belongings that the tenant has left behind. The owner is required by law to store any items that have more than nominal value for a period of time, in case the tenant should return. We recommend that owners obtain competent legal advice to determine how to proceed when a unit appears to be abandoned and the tenants’ furniture and other items are left behind. Managers should ensure that written notice of intent to enter the unit is properly served, and that employees comply with applicable law.

1.10 Responding to Crisis: When to Contact Your Supervisor

Supportive housing owners and/or their building operations staff should establish a chain of command for responding to building emergencies. Site staff should be trained to contact the building manager, duty officer or other designated staff in case of crisis or emergency. If the designated manager cannot be contacted, staff should be directed to reach up, to contact the next designated person with authority to advise and direct response to the emergency.

Staff employed at supportive housing sites should be trained to contact the director of property management, building manager or other designated staff immediately, and law enforcement and safety officials as appropriate (see Section 4.3) when any of the following incidents occur:

- Injury to anyone on the premises.
- Death of a tenant or visitor to the property.
- Fire on the premises.
- Severe flooding.
- Major natural disaster, e.g., earthquake or flooding.
- Tenant displaced from his/her unit due to fire, flood or other emergency cause (not simply locked-out during the business day).
- Violence and related police contact.
- Murder, rape or other serious crime at the property.
- News media attention or contact for any reason.

The director of property management should contact the executive director and/or other appropriate personnel, including supportive services staff, upon assessing the crisis.
1.11 Incident Report: Follow-Up

On a daily basis, supportive housing managers should review all building incident reports as soon as possible, usually after completion of building rounds. A copy of all incident reports should go directly to the designated support services staff, so that they can outreach and try to engage the tenant(s) involved.

Guidelines for preparing an Incident Report

An incident report provides a description of certain unusual or significant events that should be documented to ensure appropriate management of the property. The building manager should be the lead staff person responsible to follow-up on incident report(s). The manager should ensure the following:

- All supportive housing staff should be required to follow agency guidelines and applicable laws and regulations regarding confidentiality and the tenants’ right to privacy. Staff should be encouraged to reach-up, and seek advice and direction regarding confidentiality and privacy guidelines from the manager and/or director of property management.

- The housing owner should also note the limits of their liability in following up Incident Reports. As noted, building management may request that the tenant who initially filed an anonymous report to subsequently report on the record (for example: by signing the Incident Report form; by agreeing to testify in legal proceedings to terminate tenancy), for effective response to the reported lease violence and/or criminal activity. The rental agreement should clearly define limits of landlord liability in enforcing all of the terms of the agreement. On-site support services staff should work with property management staff to help tenants learn more about limits of owner liability and the legal processes owners must adhere to in addressing lease violations and/or criminal activity reported by tenants, visitors and staff on Incident Reports and/or on Tenant Complaint forms.

- Tenants should be encouraged to file incident reports or tenant complaint forms, to report violations of the leasing agreement/house-rules and/or any activity that jeopardizes building safety. Tenants should be allowed to file anonymous reports. However, tenants should also be advised that follow-through by the owner may require that the reporter goes on record in reporting the incident, activity and/or violation of the leasing agreement/house rules.

- Incident reports must be reviewed for accuracy and evidence of lease violations. Appropriate follow-up must also be determined.

- Tenants should have the opportunity to explain or rebut the incident report, if they have been accused of violating a house rule or lease provision.

When managers determine that a house rule/lease violation occurred, they should promptly send the offending tenant written notice informing him or her of the violation, requesting compliance with
the lease, and requesting a meeting with the tenant (and/or member(s) of the household if applicable) to discuss the incident.

Once the manager investigates the incident(s), the goal of intervention and follow up should be to help the tenant achieve compliance with the terms of the rental agreement/house rules. Intervention may result in initiation of termination procedures for serious matters. Managers should encourage the tenant to speak with them directly, and should follow up with a memo to the tenant, reviewing the conversation and any agreements reached. All follow-up documents should be placed in the tenants file, attached to the incident report.

Supportive housing managers should exercise legal remedy to immediately address behavior that jeopardizes the safety and security of tenants and staff. Legal remedy may include contacting local law enforcement; initiating procedures to terminate the rental agreement; contacting Child Protective Services (CPS) or Adult Protective Services (APS).

Depending upon the nature and/or severity of the lease violation or offensive behavior, supportive housing property managers should also:

*Involve support services* in addressing violation(s) of the rental agreement. Think of supportive services as a resource to help the tenant, not as punishment to the tenant or as an impediment to good building management.

*Think collaboration.* The support services team can be effective allies to the property management staff, and to the tenant. Managers should be encouraged to work with the support service team on a joint approach to address lease violations and/or community concerns. Property management and supportive services staff should discuss follow-up to incident reports at weekly site coordination meetings.

### 1.12 Tenant File Maintenance and Record Keeping

It is a primary duty of the building manager to ensure that all tenant files are maintained in accordance with the housing owner’s standard operating procedures.

Many supportive housing owners use multi-sectioned tenant files. Each section has a distinct purpose and set of documents that must be included, in compliance with lenders, funders, government monitors and/or inspections (For example: HUD, the local Housing Authority). In general, the tenant’s file should include:

- Rent-up Information-screening and application documents; the leasing agreement; any pet agreement(s); the initial Housing Authority inspection checklist; and any lease addendum or rent amendments.
- Unit Inspection Notices and Unit Maintenance Records.
- Incident Reports, Tenant Complaints, and Memos and Letters from Management.
- Legal and Late-Rent Notice-late rent notices and all legal correspondence and documents.
The supportive housing tenants’ services file should be a separate and confidential file. Building managers and related staff should not have access to these files. For example, the tenants’ service or case management plan, record of services utilization, or disability information is confidential. These files must be securely maintained and accessed only as authorized by applicable law, guidelines, regulations, agency policy, and by consent of the tenant.

Supportive housing managers are encouraged to file all new documents promptly in the tenant’s file. Documents should be securely fastened in the proper section of the file. The importance of this responsibility revolves around three primary areas:

Management should be able to review files in a sensible and standard manner, with the information clearly arranged. These files may be subpoenaed and therefore may be subject to court review. These files may be audited by outside agencies. If they are not properly maintained with all relevant documentation, the organization may be subject to external reprimands, including regulatory, compliance and/or funding difficulties.
Chapter Two

Lease Enforcement, Rent Collection, Delinquency

Follow-Up, Housing Retention, & the Eviction Process

2.0 Lease Enforcement

One of the primary responsibilities of property management is collection of rent and enforcement of the terms of tenancy as defined in the rental agreement, house rules, and by federal, state and local law.

Supportive housing owners should develop and implement clear procedures and guidelines for lease enforcement that respect the fact that supportive housing is intended to serve individuals that may initially have difficulty fulfilling all of the terms of tenancy. Property management and support services are a team in the effort to helping persons with disabilities and obstacles to retain and succeed in housing.

Experience indicates that when supportive housing property managers consistently adhere to the owner’s lease enforcement and follow-up procedures regarding rent payment, this adherence quickly translates to high rent collection rates. Reasonable accommodation obligation(s) may require some flexibility in enforcement. Owners must accommodate tenants who are similarly situated in a consistent way. In general, ignoring standard rules and procedures quickly sends a message to tenants that can be inconsistent with the supportive housing owner’s mission to help tenants achieve self-sufficiency. Inconsistency can also be detrimental to the owner as it decreases the provider’s ability to operate quality housing and provide effective support services. Tenants should be encouraged to use supportive housing to gain or enhance independent living skills and self-sufficiency. Property management should track not just evictions and abandonment, but activities and outcomes that build community and positive move-outs to other quality housing.

2.1 Coordination with Support Services

Managers should provide clear updates to the designated support services staff in regularly scheduled coordination meetings (see Section 1.0). Inform support services of all payment plans, late-rent notices, and 3-day or other legal actions. In this way, support staff has the opportunity to outreach and attempt to engage tenants whose housing is in jeopardy. During regularly scheduled coordination meetings, the support services manager should provide weekly updates on outreach and referral efforts to the building manager, within the constraints of the tenant’s right to confidentiality and privacy and/or rental agreement.

The Housing Retention Worksheet (see Appendix) is a specific tool for managing information, ensuring that no tenant or building issue(s) fall through the cracks. The building manager and the support services manager should complete the Worksheet each week. The manager should
regularly review the Housing Retention Worksheet to ensure that coordination between
departments is thorough and effective.

During the housing interview process, support services and property management staff should fully
inform applicants about the support services available on site or by referral. Staff should explain
that the supportive housing owner is committed to collaboration and coordination between property
management staff, support service providers, the tenant and tenant-led groups. The tenant should
be encouraged to work with the on-site support services team, to create an individual plan for
housing retention, and to achieve or maintain independence and self-sufficiency.

Many supportive housing owners ask tenants to sign a “Consent of Release of
Information” permitting coordination between the support services team and property management.
Specific information is then shared between the departments to help tenants address lease violations
and behavior that jeopardizes housing retention and/or the tenant community.

Note: Supportive housing providers should not coerce tenants to release confidential information,
or make release of such information a condition of tenancy unless required to verify eligibility.
Tenants can generally be required to create and/or follow a service plan only if this is a requirement
of the rental agreement.

2.2 Guidelines for Rent Collection

- Only the designated manager should be authorized to receive rent payments from tenants.
  Front Lobby/Desk Station staff should not be authorized to accept rent payments (Note
  requests for accommodation require some flexibility).

- Most supportive housing owners accept payment for rent or for damages only by money
  order, personal check, or bank check. Acceptable forms of rent payment should be defined
  in the rental agreement. If the tenant’s personal check bounces, most owners will accept
  only money orders in payment of rent or damages (Note requests for accommodation may
  require some flexibility).

- Rent payments should be processed as soon as possible. Prompt processing can be
  important for supportive housing tenants who are developing budgeting and money
  management skills.

- Managers should keep a copy of the deposit sheet and all rent payment documents. Keep a
  chronological file of these deposits in a binder for future reference, in case disputes arise.

- The rental agreement should establish the date on which the rent payment is due each
  month.

- Manager should send a first notice (see 1st Late Rent Notice in the Appendix) to all tenants
  who have not paid their rent in full by the date defined in the rental agreement, usually by
  the end of the 5th day of the month.
- Traditional housing managers generally begin legal action to terminate tenancy for non-payment of rent when rent is not paid by the due date specified in the rental agreement. Alternatively, supportive housing owners are encouraged to implement written policies that allow tenants to enter into payment plans, authorized by designated personnel only, to address delinquent rent. Any policy implemented must be equally available to all tenants.

- Managers must keep a record of all payment agreements tenants entered into and/or all court-stipulated payment agreements. Written records are necessary to verify that payment plans are being met.

- Managers should keep a list of all tenants receiving 3rd-Party Payee assistance. As necessary, tenants should be reminded, in writing, that if the 3rd-party-payee does not pay the rent, it is still the tenant’s responsibility to make sure rent is paid by the due date. At coordination meetings, inform support services staff of any tenant whose payee is not making timely payment, so support services can offer the tenant assistance to solve the problem.

- Supportive housing owners and their designated property management operations representatives should be familiar with Department of Housing and Urban Development (HUD) regulations 24: Determining Adjusted Income in HUD Programs Serving Persons with disabilities: Requiring Mandatory Deductions for Certain Expenses and Disallowance for Earned Income which states: “Mistakes in determining Annual Income lead to errors in rent calculation that can be costly to Tenants and to the Housing Owner. This rule summarizes the list of HUD programs that must make certain deductions in calculating a family’s adjusted income. These deductions primarily address expenses related to a person’s disability, for example medical expenses or attendant care expenses. Effective February 20, 2001, HUD amended regulation 24 CFR to “expand the benefits of these deductions to persons with disabilities served by HUD programs not currently covered, and added a new regulatory section to require for some but not all of these same programs the disallowance of increases in income as a result of earnings by persons with disabilities through as many HUD programs as possible will assist persons with disabilities in obtaining and retaining employment, which is an important step toward economic self-sufficiency.”

Covered Housing Programs include:
- Public Housing; Housing Choice Vouchers (Section 8); HOME Program funded housing; Housing Opportunities for Persons Living with AIDS (HOPWA) and the Supportive Housing Program (SHP).

Housing Programs Not Covered include:
- Section 811 Program for Disabled; Section 202 Program for Elderly; Shelter Plus Care Program; SRO Moderate Rehabilitation Program; Section 212 Program for Elderly & Disabled; Project Based Section 8.

Note: HUD Definition of Disability:
Persons with disabilities means a person who: (a) Had a disability as defined in section 223 of the Social Security Act (42 U.S.C. 423), or (b) Is determined to have a physical, mental, or emotional impairment that – (1) Is expected to be of long-continued and indefinite duration, (2) Substantially impedes his or her ability to live independently, and (3) Is of such a nature that such ability could be improved by more suitable housing conditions, or (c) Has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C.6001(5)). The term “person with disabilities” does not exclude persons who have the disease of acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

Social Security Administration (SSA) Definition of Disability: The inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected last for a continuous period of not less than 12 months.

Note: If a supportive housing owner allows payment plans or pledges in lieu of full payment of rent due the owner may have to serve the delinquent tenant notice of change in the terms of tenancy before attempting to terminate tenancy for non-payment of rent due.

### 2.3 Payment Pledges

Supportive housing owners should expect that tenants might on occasion require assistance with rent payment. Managers can offer this assistance in the form of a payment pledge - a commitment by the tenant to make a series of payments to pay the rent due or to pay other debt (For example: unit damage beyond normal wear and tear, attorney’s fees and court costs). Only the authorized manager should be authorized to approve or deny proposed payment pledges. Managers should be required to keep a record of all approved and active payment pledges, to verify compliance with the terms of the agreement. When a tenant is out-of-compliance with the terms of the payment pledge, the manager should send the tenant a final notice of late rent, before beginning legal action to terminate tenancy. The notice should remind the tenant that he/she is in default on the payment plan, and that property management will proceed with legal action to terminate tenancy if the tenant does not cure the default promptly.

Most supportive housing owners allow tenants one payment pledge per year, and generally require that any previous payment pledge be fulfilled at least 12 months before a new one can be started. Payment pledges generally should not last longer than six (6) months. Irrespective of the terms of the payment pledge policy, the manager should consistently follow the policy in compliance with fair housing regulations, the rental agreement or agreement stipulated by legal process.

The building manager should send copies of payment pledges to the designated support services staff. Support services should seek to help the tenant comply with the terms of the payment pledge or other stipulated agreement.
2.4 Responding to Tenants who Dispute Rent Balances

The supportive housing manager should be responsible for working with tenants who dispute their rent balance. Support services staff may assist a tenant in meeting with the manager and understanding the situation. Managers should obtain payment history and meet with the tenant to address disputes. Supportive housing managers should strive to resolve disputes within 30 days of notification by the tenant of the dispute.

When tenants dispute a rent balance, the management should:

- Set up a meeting with the tenant. Allow sufficient time to review any ledger or other record of rent payment in advance of meeting with the tenant.
- Review the rent ledger or other documentation with the tenant, in an attempt to identify and/or explain any disputes.
- If the tenant indicates that s/he does not agree with the rent ledger or other documentation provided, managers should check applicable records to verify accuracy.
- If the manager’s review indicates that all payments were logged correctly, the manager should inform the tenant that s/he is responsible to provide any additional documentation in support of their claim.
- If the manager’s investigation indicates an adjustment is due the tenant, the manager should copy any relevant documentation, and request review by the staff authorized to make a final determination regarding rent or other payment adjustment due to the tenant, to ensure prompt processing.
- After any meetings with the tenant, the manager should send the tenant a memo re-stating the findings from the meeting and any follow-up actions required by the manager or the tenant. This is so the tenant and the manager have a clear understanding of the outcome of the dispute and all agreements. All documentation should be placed in the tenant’s file.
- The owner should have written policies and procedures in place to ensure consistent resolution of disputes regarding lost money orders, payment of rent or other charges.

2.5 The Eviction Process

The supportive housing owner should be committed to providing quality affordable housing to extremely and very low-income, formerly homeless and disabled persons, and to providing a foundation for their continued growth and success. Supportive housing providers should be committed to helping tenants retain housing. However, when the housing provider’s efforts fail and tenants repeatedly violate the terms of tenancy, property management should promptly exercise its legal rights up to and including termination of tenancy.

*Only the director of property management and/or the executive director should have the authority to authorize legal action.*
Managers should not send the tenant’s file to the housing owner’s attorney for court filing until the director of property management or the designated management personnel have reviewed the case and authorized legal action. The director can determine whether immediate legal action is warranted, or if the tenant’s non-compliance can be remedied if the tenant agrees to access available supportive services and resources, for example: by connecting the tenant to a payee service to ensure timely payment of rent.

**Note:** The owner should accept rent from the tenant if it is tendered during the three days allowed under the “Pay or Quit” notice. If the notice served on the tenant is a 30-day or 60-day notice, then rent should not be accepted unless the owner is agreeable to letting the tenant continue to live in the unit.

**Rejecting Rent During Legal Process.** The owner or its representatives should **not** accept rent from a tenant once legal action is initiated, unless the owner is prepared to allow the tenant to continue tenancy. Accepting rent after service of a legal notice nullifies the notice and stops the legal process. If the tenant places rent payment in the building manager or designated staff’s mailbox, the manager should return the payment with a brief memo to the tenant explaining that rent cannot be accepted until the legal matter is resolved.

**Evicted Tenants: Unauthorized Visitor List.** Managers should place all evicted tenants on an Unauthorized Visitor List immediately after an eviction.

While occasional evictions are inevitable in supportive housing, they represent waste of valuable scarce resources. For tenants, eviction can mean long-term homelessness. For the owner, evictions can mean expensive, contentious and time-consuming court proceedings. Money that could be better spent on supportive services or building operations is diverted to attorneys and court costs. Before beginning legal action, managers and staff of the provider should consider whether there are alternatives satisfactory to the owner and to the tenant.

**The building manager should direct the legal and respectful disposal of any personal belongings left by the former tenant.** If the tenant moves out, the owner can enter the unit without notice. Sometimes it is unclear whether the tenant has abandoned the unit. Perhaps the tenant is away on a trip or staying with someone else. Where it appears the tenant may have abandoned the unit, the law requires the provider to post a “Notice of Belief of Abandonment” on the tenant’s door for a period of fourteen days before removing any furniture or belongings that the tenants has left behind. Owners are also required by law to store any items that have more than nominal value for a period of time in case the tenant should return. The provider should get competent legal advice if the unit appears to have been abandoned, but furniture and other items were left behind. This includes providing the tenant with notice that personal property has been left on the premises, affording the tenant the opportunity for a limited period of time to reclaim the property, and disposing of the property in accordance with certain procedures, as directed by applicable local or state law.
Chapter Three

Screening Applicants & Moving Tenants Into Housing

3.0 When Applicants for Housing Come to the Supportive Housing Site

Applicants for supportive housing usually must submit applications to the local Housing Authority, or directly to the housing owner and are placed on wait lists. Many supportive housing wait lists are over two years long. Supportive housing site staff should be encouraged to keep this in mind when working with new applicants and to be respectful of the applicants’ sense of urgency, even as staff adhere to the provider’s intake procedures.

Supportive housing is for persons with special needs. Applicants for supportive housing may be living with mental and/or physical disabilities. Applicants may be actively using drugs or be recently sober, and/or be excessively using alcohol.

Supportive housing property managers are encouraged to seek the assistance of on-site support services staff to help applicants understand and complete the interview process. Following are sample best practices for involving support services:

- Helping the owner develop documents that provide clear information and directions as well as helping the applicant secure documentation necessary to prove eligibility.
- Designated trained services staff can help property management assess the level of support an applicant may need to comply with the terms of the leasing agreement, and help the applicant/tenant access that support.
- Support services staff should not decide whether to accept or reject an application for supportive housing. Only the property management agent or other designated representative of the housing owner should be authorized to decide whether to accept or reject an application for supportive housing, based on objective criteria assessing the applicant’s qualifications to meet the essential obligations of tenancy. Criteria should be consistent with Fair Housing and other applicable law, and with the housing owners’ eligibility requirements. Supportive housing staff responsible for applicant processing must be trained to appropriately respond to the applicant’s request for accommodation during the housing interview process.

Remember:
- Site staff is often the applicant’s first contact with the supportive housing owner. It is important that site staff give the applicant a favorable first impression of the supportive housing site, consistent with the housing owners’ goals and objectives, and with the leasing agreement and house rules.
- Supportive housing serves persons with negative housing histories and/or histories of use of illegal drugs and excessive use of alcohol. Applicants and tenants may have physical and/or mental disabilities. The housing owner is responsible to provide a safe, secure housing environment for all tenants and staff, and should carefully screen applicants to determine whether to make an offer of housing.
Most supportive housing owners have several hundred people on the wait list for housing. Fair Housing law requires that the housing owner treat each applicant in the same manner, unless a reasonable accommodation warrants different treatment. In order to do so, and to ensure that applicants are contacted in a timely manner for quick lease-up of new projects or releasing of vacant units, supportive housing owners should establish procedures that ensure timely unit turn around and lease-up and compliance with applicable laws, rules and regulations.

3.1 Reasonable Accommodation

The housing interview (location, process) must be accessible to all applicants. The housing provider should also determine if an accommodation is available to allow applicants with a disability(ies) to occupy the unit. Throughout the application and screening process, the housing provider is obligated by law to consider and offer reasonable accommodation to applicants who request it and who qualify (See Chapter One for more information on reasonable accommodation, and the Appendix for sample forms).

The following are guidelines on reasonable accommodation related to tenant screening*

1. Applicant screening methods should be targeted toward assessing the likelihood that any applicant will be able to meet the essential requirements of tenancy as expressed in the lease. These essential requirements may be summarized as follows:
   - To pay rent and other charges under the lease in a timely manner;
   - To care for and avoid damaging the unit and common areas, to use facilities and equipment in a reasonable way, to create no health or safety hazards, to reasonably report significant maintenance needs;
   - To respect the personal and property rights of others;
   - Not to engage in criminal activity that threatens the health, and/or safety of other residents or staff; and not to engage in drug-related criminal activity on or near the premises; and
   - To comply with health and safety codes and necessary and reasonable rules and program requirements of HUD, and/or other government entities, and/or the housing provider.

2. Any initial evaluation of an applicant must be disability-neutral, not seeking any information beyond the minimum required to clarify specific eligibility and screening issues, and not based on any disability-related presumptions about the applicant’s ability to meet the essential obligations of the lease.

3. If any applicant with a disability or handicap cannot satisfy the requirements of tenancy because of previous rental history, housing providers must, if requested by the applicant:
• Consider whether any mitigating circumstances related to the disability could be verified to explain and overcome the problematic behavior; and

• Make a reasonable accommodation that will allow the applicant to meet the requirements.

4. A reasonable accommodation allows the applicant with a disability to meet essential requirements of tenancy. Applicants and providers are each responsible for working together to identify the specific accommodation that each accepts as reasonable.

5. Accommodations are not reasonable if they require fundamental alterations in the nature of a program or impose undue financial and administrative burdens on the housing provider. Likewise, providers may not be required to make specific accommodations or physical modifications, if equally effective alternatives permit full program participation.

6. If an applicant with disabilities who would otherwise be rejected based on objective screening criteria asserts that mitigating circumstances would overcome or outweigh the negative information obtained in screening, the provider may not dismiss the assertion but instead may require the applicant to verify the mitigating circumstances. If the Applicant’s claim of mitigating circumstances is based on a disability, the housing provider may make inquiries about the applicant’s assertions, but only to the extent necessary to confirm the applicant’s assertions.

If an applicant with disability(ies), who would otherwise be rejected based on objective screening criteria, asserts that he or she could meet the requirements of tenancy with assistance that the housing provider is not obliged to offer, the provider may require verification that the assistance will be provided and accepted, and will allow the applicant to comply with essential lease requirements. If the assistance to be provided includes treatment, verification may include inquiries only to the extent necessary to confirm the applicant’s assertions. Lease addenda or conditional leases requiring the continuation of such assistance after admission are not permitted by Fair Housing Laws and are not necessary, since the issue after admission is lease compliance, not receipt of services. A resident who fails to comply with the lease is subject to lease enforcement, up to and including eviction, when warranted.

*Quoted from Public and Assisted Housing Occupancy Task Force’s Report to the Secretary-United States Department of Housing and Urban Development, Washington, D.C. April 7, 1994*
3.2 The Applicant Screening

Many supportive housing owners contact applicants for supportive housing in a two-stage process:

- The designated and trained support services team member contacts the next applicant on the wait list and conducts an initial screening. The initial screening interview focuses on confidential medical, psychological, and/or behavioral issues that may affect the applicant’s ability to complete the application process necessary to access or retain supportive housing. This screening generally seeks to assess the applicant’s understanding of the interview process. The support services team representative can help the applicant understand the terms of the leasing agreement. The services representative can also help assess the applicant’s current ability to live in the community provided by the housing owner. The assessment interview can also include discussion of the support services and/or resources the applicant may need to achieve lease compliance, and any special assistance that the applicant may need to complete the interview process (in example: help obtaining necessary verification and eligibility documents).

- Information obtained during this assessment interview is strictly confidential. This information, obtained by the designated support services representative must be maintained in a file separate from the applicant or tenant’s property management file, as the file can contain information about the applicant/tenant’s medical, psychological, and behavioral issues that the applicant/tenant revealed in confidence to the support services staff.

- The services representative’s recommendation to move an applicant to the next phase of the Applicant Interview should not be considered a “stamp of approval” from the support services staff representative to the property management representative. Services’ comment should be considered a recommendation that the property manager further consider the application. The designated support service staff could flag areas of concern relative to objective tenant qualifications. For example: if prepared meals are not provided by the housing owner and the applicant requires meal preparation in order to live independently, that need may be flagged by the services representative for follow-up by the property management staff.

- The building manager is usually the lead interviewer on the Applicant Interview. Many supportive housing owners put together final interview teams, usually comprised of a representative from the support services team, and a tenant representative trained to participate in applicant screening [Note: all members of the interview team, including tenant representatives, should receive training on Fair Housing laws]. The Applicant Interview is usually focused on the applicant’s commitment to abide by the terms of tenancy as defined in the rental agreement. The interview should also focus on the supports, if any, the applicant identified as necessary in order for the applicant to comply with the terms of the leasing agreement.

Note: Supportive housing owners should establish the following protocols for applicant interviews:
• All participating staff should be trained and prepared to conduct scheduled applicant interviews. No applicant should be turned away from a scheduled housing interview because the staff responsible for conducting the housing interview is not available or prepared. It is disrespectful to applicants and should be unacceptable to the supportive housing owner for staff to miss a scheduled interview without good cause, especially as it can be a hardship for homeless, disabled and/or extremely low-income individuals to be present for the housing interview.

• If property management or support services staff must cancel a scheduled interview with an applicant for housing, the designated staff person should make every effort to contact the applicant at least two hours in advance of the scheduled interview. The interview should be rescheduled to occur within 48 hours.

The following documents are generally needed in applicant interviews to verify eligibility:

• Application for Housing
• Homelessness verification letter (if applicable)
• Disability verification (if applicable)
• Income verification
• Copy of the applicant’s Identification (i.e., driver’s license; state ID card) and Social Security card
• Comment Sheet
• Application Checklist
• Unlawful detainer report

Note: A significant number of applicants for permanent supportive housing are likely to have had an unlawful detainer in the past. This shouldn’t affect eligibility unless it’s very recent. In many counties, courts keep recent unlawful detainers confidential. In addition: when an unlawful detainer has been resolved by a settlement, it is unlawful to include mention of the unlawful detainer in any sort of investigative consumer report under Civil Code Section 1786.18(a)(4). This code provides for damage awards against both the supplier and user of information in violation of this Civil Code.

It is okay for an owner to ask an applicant if he/she has been evicted, and to take that into consideration in deciding whether to accept the applicant, but as a policy matter, providers shouldn’t consider prior unlawful detainers as a bar to approving the application. Unlawful detainers that occurred more than two years ago shouldn’t be considered at all. Those that happened more recently should be discussed with the applicant to find out why they occurred. It is okay to check out the applicant’s story with the former landlord or with other persons involved.

Supportive-housing owners should seek competent legal advice regarding use of unlawful detainers, and all eligibility documentation they request from applicants.
If the applicant is unable to complete the housing interview within a reasonable time frame and is not eligible for an accommodation extending this period, most supportive housing owners move on to the next applicant on the wait list.

If the application for housing is rejected, the application file should be securely archived by designated personnel.

If the application is accepted, the applicant should be given an estimated move in date. The building manager should maintain regular contact with the applicant to establish a firm move-in date and to ensure that the applicant moves in as quickly as feasible. The building manager should inform the support services team of the move-in date, so that services staff can outreach to the incoming tenant, and offer assistance the applicant may need to secure any funds or items necessary for move-in, (i.e., the security deposit; the first month’s full or prorated rent; household furnishings). Both the property manager and the on-site support service provider(s) should schedule an orientation for the incoming tenant household.

**Installment Payments for New Tenants**

Supportive housing is generally intended to serve extremely low-income, homeless and disabled persons. Supportive housing owners can offer accommodation to incoming tenants with limited monetary resources by authorizing payment plans for move-in costs. Some accommodate incoming tenants by allowing the tenant to pay the security deposit or first month’s rent in installments, usually over three months. A best practice is to require that the incoming tenant pay some portion of the first month’s rent, usually one-third, along with the full security deposit, upon move-in. The tenant(s) then pay the 2nd month’s rent in full, along with one-third of the balance of the first month’s rent. In the third month the tenant(s) pays the 3rd month’s rent in full and the balance of the first month’s rent. Failure to pay rent due and comply with the terms of the payment agreement is cause for termination of tenancy.

Building managers should complete a *Move-In Checklist* with each tenant prior to signing the rental agreement. This form documents the condition of the unit at the time of occupancy.
3.3 Rejection Criteria in Supportive Housing

Rejection criteria in supportive housing is generally determined by:

- Compliance with Fair Housing Laws. Owners are prohibited from discriminating against any eligible applicant.

- Eligibility criteria, as determined by the funding source(s).

- Applicant assessment. Most supportive housing owners are committed to offering housing opportunities to people with negative housing and/or credit histories, disabilities, histories of chronic use of drugs and excessive use of alcohol. Supportive housing is also developed for persons with limited experience living independently (for example, young people exiting foster care, emancipated youth, ex-offenders). Supportive housing eligibility criteria should reflect this commitment, and the owner’s mission, values and objectives.

- Poor credit, a negative housing history, and past drug use or criminal activity should not be automatic cause for rejection in supportive housing. The supportive housing owner should review any negative housing history, poor credit history, past drug use and/or criminal history with the applicant(s), exploring what action and/or effort the applicant(s) has made to address past behavior and history. The interviewer(s) can ask the applicant(s) to sign a Release of Information form to verify the applicant’s statements.

- Trained support services staff (see Section 3.2 above) can also help the housing owner assess the applicant’s statements, and help applicant(s) secure documentation in support of their efforts to address housing or credit history and/or behavior. The purpose of the supportive housing screening interview process defined above is to help the supportive housing owner’s management agent reach an informed decision about the applicant’s ability to comply with the terms of the rental agreement, and the level and type of support the applicant may require to comply.

Following are examples of why the supportive housing owners reject applications for housing, or refuse to interview applicants for housing:

- The applicant is clearly under the influence of drugs or alcohol. In this situation, staff should be trained to end the interview as quickly as possible, and to inform the director of property management or designated representative immediately.

- History of violence.
  - Documented violence towards former landlords or tenants
  - Conviction of hate crimes
  - Conviction of child abuse as a perpetrator of physical or sexual abuse of a minor.

- Demonstrated inability to live in a diverse community (intolerance), as indicated by responses the applicant gives during applicant screening(s) and interview(s).
The applicant is a registered sex offender (PC290 registrant). Applicants for federally subsidized housing who are registered sex offenders must be rejected, consistent with HUD regulations.

- Making false statement(s) during the housing interview, and/or making false statement(s) on the housing application.
- Applicants who miss two scheduled appointments during the screening process.

*Remember the applicant’s right to request reasonable accommodation.*
3.4 Eligibility Screening

The housing owner’s designated staff representative(s) should be responsible to help protect the applicant and/or the tenant’s right to privacy and confidentiality. Staff should also be trained and held responsible to help prevent fraud. Applicant/tenants should be advised of their right to submit required eligibility documentation by mail to the designated owner’s representative. Owner’s representatives should also exercise the right to request required documentation directly from the source (For example: requesting verification of income directly from the applicant/tenant’s employer).

Regulatory and funding compliance determine what documentation the applicant is required to provide to verify eligibility for the supportive housing. Examples of eligibility documentation the owner may be required to obtain and maintain in the tenant’s file include:

- Verification of Homelessness for housing targeted to homeless individuals
- Verification of a Physical and/or Mental Disability for housing targeted to people living with physical and/or mental disability(ies)
- Family Composition
- Household Income
- Verification of Date of Birth (for senior housing or housing legally targeted to a specific age group, e.g., foster youth).

The property manager or designated employee is generally responsible to ensure that applicants for housing have provided all necessary documents verifying eligibility. Supportive housing owners generally allow the applicant a liberal amount of time to gather the required eligibility verification, usually up to 30 days. If the applicant is unable to provide the required documentation within the time frame allowed by the housing owner, the designated staff representative should contact the next applicant on the wait list, and move the pending application either off or to the bottom of the wait list, as appropriate for regulatory and/or funder compliance and management procedure.

3.5 Orienting Tenants to Their New Home

Many supportive housing tenants have been homeless, some for extended periods of time, residing in shelters or on the streets. It is important that the supportive housing owner assist new tenants in understanding the commitment they take on when signing a rental agreement.

The building manager should be the primary point of contact for the new tenant. The manager should explain to the new tenant what is expected of them, in relation to their compliance with the rental agreement and consistency with the supportive housing owner’s goals and objectives. New Tenant Orientation in supportive housing should include:

- Careful review of the rental agreement, house rules, any lease addendum or informational notices (e.g., notice of right to reasonable accommodation). The applicant is not a tenant
until s/he has paid the required rent and security-deposit, and has signed all required paperwork. Only then can the property management representative release the unit key to the new tenant.

- A tour of the building, pointing out where various facilities are located, including, on-site support services staff and/or offices, laundry room, community rooms and other common areas.

- Prompt introduction of the new tenant to support services staff, so that the tenant is aware of the vital support services available, and so that the service team can encourage the new tenant to access support, services and resources.

- An explanation of the supportive housing owner’s goals and objectives, with emphasis on opportunities for tenant involvement in decision-making by involvement with tenant-led groups and/or tenant leaders.

Supportive housing owners are generally committed to providing quality housing with voluntary support services. The better that tenants understand the housing owner’s mission or business purpose, the better the opportunity for the property management and support services staff, and tenant-led groups, to gain the tenant’s cooperation and involvement in the supportive housing community.

- The support services orientation should provide the incoming tenant(s) additional information about accessible and/or on-site support services and resources, and local resources (for example, shopping districts and recreational facilities). The orientation is also an opportunity for support services staff to help the tenant(s) prepare a self-sufficiency and/or case management plan. The self-sufficiency plan(s) should help the tenant(s) comply with the terms of the rental agreement, access the support services and resources the tenant household may need to manage a disability or life issue, and/or to gain or enhance independence and self-sufficiency.

### 3.6 Tenant Files

Tenant files should be established immediately after move-in, and securely maintained according to the supportive housing owner’s standard operating procedures for regulatory and/or fiscal compliance (in example: in locked file cabinets accessible only by designated staff). All relevant documentation should be filed promptly and in the proper section of the property management tenant file.

In the Appendix of this manual is a sample *Tenant File Checklist*, which lists all documents that should be maintained in the tenants’ property management file. The supportive service team should maintain separate confidential files.
3.7 Home Healthcare Providers

Some supportive housing tenants have medical conditions that require assistance provided by Home Healthcare Provider(s) on a part-time or full-time basis.

If the applicant or tenant requires care and supervision and has made arrangements to receive this care and supervision, the owner is generally required to accommodate the tenant.

If the tenant’s disability requires a live-in care attendant, the owner may have to waive occupancy rules to allow the live-in care attendant. Moreover, a waiver of health and safety rules, such as allowing a live-in care attendant in a room limited by law to one person, may also be a reasonable accommodation if the tenant with a disability provides the appropriate justification.

The housing owner should implement a Home Healthcare Provider Policy, which is intended to accommodate the tenant’s need while protecting the property, and ensuring that the Home Healthcare Provider does not claim tenancy rights. This policy should include the tenant’s right to request exception to the owner’s day and night Visitor Policy.

To be eligible for an exception to the Visitor Policy to accommodate the Home Healthcare Provider, the tenant should be required to request an accommodation to the Visitor Policy, by providing documentation to the building manager, stating a medical necessity and requesting a specific waiver of policy or procedure. The tenant should also be required to specify the Home Healthcare Provider who will provide this service. The Home Healthcare Provider should be appropriately licensed, or otherwise identified as a home healthcare provider, rather than simply as a visitor.

The Appendix contains a Home Healthcare Provider Physician’s Response Form and Home Healthcare Provider Authorization Agreement, which should be signed by the tenant, the Home Healthcare Provider, and designated management staff. This agreement should clearly state that the Home Healthcare Provider is not a tenant, and require that the care provider abide by the house rules. Disturbances or violations caused by the Home Healthcare Provider can result in revocation of the care provider’s authorization to visit the property.

The housing owner should also have a policy for revoking a health care provider’s authorization to visit, when revocation becomes necessary due to the provider’s on-going violation of Home Health Care Provider Authorization Agreement, and/or Visitor Policy defined in the rental agreement/house rules. The revocation policy should clearly define behavior and/or activity in violation of applicable rules, policies and agreements, and define applicable appeal and/or grievance procedures available to the tenant.
3.8 Care Animals/Pets on the Property

Tenants with disabilities may require the assistance of a care animal. When the supportive housing owner has a No Pet Policy, it must still allow care animals as reasonable accommodation to tenants with a disability who request exception to the No Pet Policy and who demonstrate that the animal is necessary in coping with the tenant’s disability. Many supportive housing owners that do allow pets implement the following pet policy:

- The pet cannot be over 35 pounds when full-grown (except for animals required as a reasonable accommodation).
- The tenant should be required to sign a care animal/pet agreement and abide by its terms prior to receiving authorization to keep the care animal/pet on the premises.
- The owner should be required to demonstrate that the care animal/pet does not present a threat or danger to other tenants, staff, visitors, or to the physical property.
- The care animal/pet should be required to be current in its vaccinations.

If the care animal/pet gives birth to offspring, the tenant should be required to remove the offspring from the premises promptly. The Appendix contains a Pet Agreement, which provides specific requirements for tenants requesting to have a care animal/pet on the premises. If the building manager becomes aware of a tenant’s failure to comply with the terms of the care animal/pet agreement, the building manager should quickly address the situation, not by removing the care animal/pet, but by initiating the lease violation process. Support services staff may be able to assist the tenant in keeping his or her care animal/pet in a responsible manner. If the tenant is unable to do so, and refuses to remove the care animal/pet from the premises, property management may pursue legal action to remedy the violation(s).

3.9 Unit Transfers After Move-In

Local landlord/tenant law typically defines how owners should address tenant’s request to transfer to another unit with the same supportive housing project. Most supportive housing owners establish a “unit transfer” policy.

The Appendix contains a Transfer Request Form. Most supportive housing owners allow unit transfers only for reasonable accommodation, or due to change in family composition. Tenants should be directed to complete the Transfer Request Form and give it to the building manager to apply for a transfer. The building manager should process transfer requests with the director of property management. Transfer requests should be prioritized above new move-ins.

To be eligible for a unit transfer, the tenant should be required to:

- Pay the security deposit in full.
- Be fully current in rent, or with an authorized payment plan.
- Be in “good standing,” usually meaning that the tenant has committed no major lease/house rule violations in the past 90 days.
• Demonstrate that he or she has maintained the original unit in good condition exempting normal wear and tear.

If the tenant meets the above criteria, and there is a suitable unit for the tenant to transfer to:

• The building manager should arrange with the tenant to inspect the current unit.
• Any damage beyond normal wear and tear should be itemized, and
• The tenant should be required to pay all charges for damage beyond normal wear and tear before the building manager processes the transfer request.
• In the case of a unit transfer request necessitated by medical need and/or change in family composition, the tenant should be required to enter into a payment agreement for damage beyond normal wear and tear, prior to processing the transfer.

Upon transfer, the building manager should have the transferring tenant sign the following documents:

• Unit transfer agreement
• Mutual agreement to terminate lease for the original unit
• Request for lease approval for the new unit
• Lease for the new unit
Chapter Four

Front Desk and Lobby Operations

4.0 Property Management in a Supportive Housing Environment

Supportive housing residences must operate as businesses and are the home of the residents. The desk clerk is the main gatekeeper of many supportive housing residences, and is the housing owner’s representative when on duty. The impression the desk clerk on duty gives of the supportive housing site is important to tenants and to the owner. Supportive housing owners must be equal opportunity employers, and must follow Fair Housing and all applicable laws, rules and regulations. Demonstrating respect for tenants and for all members of the community is a core philosophy of most supportive housing owners.

Supportive housing employees should be familiar with the rental agreement and any accompanying house rules. All staff should understand what constitutes a violation of the terms of tenancy and what does not. Supportive housing management duties should also entail intervening with tenants and their visitors when they are not complying with the rental agreement/house rules. Supportive housing site staff should be required to document lease violations and process incident reports, as appropriate, to preserve information, documentation and reports.

Supportive housing provides housing to persons with special needs. The procedures in this manual reflect best practices developed by supportive housing owners, so that supportive housing property management staff can provide good, consistent and respectful management. These practices also help staff protect the safety of tenants and staff and monitor compliance with the leasing agreement and house rules.

4.1 Information

- Supportive housing property management and operations staff should be trained how to use the Site Log, the Visitor Log, and the Overnight Log, and how to complete Incident Reports and respond to emergencies.
- The forms, documents, and protocols used by supportive housing property management staff have an important purpose: to insure that information is recorded and directed appropriately. Information is the lifeblood of good supportive housing property management and building operations. Staff should be trained and held accountable to record and direct information, consistent with the owners’ policies and procedures.

Log-Book

The Log-Book is a vital tool for property management. The Log Book can be an important record, which can be used in legal proceedings by or against tenants and/or the housing owner. Staff should use the supportive housing Log-Book to record activity they observe and/or in which they participate. Note the following examples of incidents, behavior and/or observations that staff should be trained to note and report:
• Visits by police, medical, fire or Sheriff’s Department personnel, child and adult protective-service personnel, Parole Officers, and other authorities.
• Any physical or verbal altercation occurring on the premises.
• Any maintenance needs on the premises.
• Visits by vendors and contractors.
• The pulse of the building - at least once each hour, site staff should note the level of activity and any unusual or noteworthy circumstances as observed from the Front Lobby/Desk Station.

4.2 Confidentiality

Supportive housing staff is required by law, agency policy, and/or rules and regulations to protect the rights to privacy of tenants and disabled people and to keep tenant and visitor information confidential.

California law limits disclosure of medical information in ways that might otherwise be permitted under federal law (see the federal Health Insurance Portability and Accountability Act, or HIPAA). All supportive housing site staff should be trained and held accountable to not discuss a tenant’s personal business with other staff, tenants and/or visitors, except as authorized by written consent by the tenant (in example, by Consent of Release of Information). The only exceptions are if supportive housing staff is required to do so by legal process (by warrant, subpoena), or as directed by the immediate supervisor or department manager.

The immediate supervisor or department manager must also respect the tenant’s right to privacy and confidentiality, as required by law, agency policy and/or rules and regulations protecting the rights of tenants and disabled persons. Supervisory duties should include monitoring compliance by subordinate staff.

4.3 Emergencies, Injuries, Crisis Management

The property management department should develop an Emergency Procedures Binder specific to each property. This binder should provide clear and essential information, directing site staff’s response to building emergencies (in example: fires, sprinkler floods, power outages, earthquakes and other natural disasters). The binder should explain the location and use of emergency equipment, such as fire extinguishers, key-box, shut-off valves, and fire alarm system. Site staff should be trained how to use emergency equipment, and site staff should be required to review the Emergency Procedures Binder thoroughly and often. Staff preparation could save a life.

• Supportive housing site staff should also be trained how to respond to other emergencies, such as incidents of violence, physical or mental health crises, and injury to tenants, staff, or visitors.
• All Front Lobby/Desk Station staff should be trained to respond to emergencies before beginning their first solo shifts at the property. The building manager should determine if an employee is prepared to handle an emergency. Employees should be encouraged to request additional training from the supervisor. A best practice is to schedule frequent training in emergency procedures for site staff and tenants.

• During any emergency, staff should be trained to remain calm and levelheaded. Staff should strive to conduct themselves in a professional manner throughout the emergency.

• **Contact the Police, Fire Department, or call for ambulance and medical personnel whenever the situation requires it. Always contact the building manager and/or designated personnel immediately whenever the Police or the Fire Department is called to or respond to incidents in the building.**

• Immediately report any injury sustained by any person on the premises to the building manager and/or other designated personnel. Staff should be trained to follow established procedures and to contact the manager or other designated staff person.

• Log all events and complete *Incident Reports*. Reports documenting incidents of injury to any person on the premises should be immediately reported to the building manager and/or designated personnel.

• Staff working in supportive housing where children reside or visit may be required by law to report incidences of physical or sexual abuse of a minor to the Child Protective Service (CPS). Service providers must be particularly aware of those obligations. Site staff should receive training on how to document and report incidents or reports of violence against children. Supportive housing property management staff should be encouraged to request the assistance of a manager and/or a site support services staff person in complying with CPS reporting requirements. Support service site staff should also be available to help the reported tenant comply with court-ordered activity.

• Senior citizens should also be protected from abuse. The Adult Protective Services (APS) responds to reports of abuse against seniors, disabled and other vulnerable persons. Staff should request the assistance of a supervisor and/or site support service staff person for assistance in complying with APS guidelines.

• Many supportive housing owners have created the position of Desk Clerk II (DCII), and encourage supportive housing property management operations staff to apply for DCII status. To achieve this status, Desk Clerks/property management staff is generally tested on emergency response procedures. These tests are usually conducted by the building manager or director of property management, and test the employee’s knowledge of operating procedures and industry/professional standards. Passing this test often qualifies the employee for a higher rate of pay. Supportive housing owners and/or their property management agent should emphasize the importance of emergency preparedness by site staff. Mandatory trainings and unannounced drills in this area should occur to test how well
staff is prepared to respond to emergencies (e.g., fire, earthquake, trespass, criminal activity on site), and to determine the need for additional staff training and/or emergency procedures.

4.4 Violence and Threats to Harm
Violence should not be tolerated in supportive housing. If there is physical violence, threat of immediate violent acts, or the presence of or stated intent to use a weapon, staff should be trained to immediately seek police intervention, and to contact the building manager and/or other designated personnel. Responding staff should also be trained to “reach-up” and notify the supervisor or other designated staff.

On-site support service staff may also be available to help intervene. If the situation has not yet erupted into active violence, in addition to reaching up, building management staff should be trained to solicit involvement of on-site support service staff to help de-escalate situations, especially those involving tenants.

Remember: this is a supportive housing environment. Intervention by trained professionals who are on site or quickly accessible may be the best strategy to employ in de-escalating crises, instead of or prior to contacting law enforcement. Trained professional providers available to respond in emergency may include:

- Mobile Assistance Patrol (MAP) - an agency in some communities that will take publicly intoxicated persons to detoxification
- Mobile Crisis Team - an agency in some communities that will assist persons experiencing a mental health crisis.
- County Hospitals’ Psychiatric Emergency Personnel
- Specially trained Police Officers via 911.

Building management should maintain an updated list of emergency service providers at the Front Lobby/Desk Station for staff to use in emergencies.

4.5 Crisis Intervention
Intervention during a crisis requires professional staff trained to remain calm. Supportive housing owners should help staff avoid putting themselves in harm’s way by providing essential training and follow-up so that all site staff can:

- Assess the nature of the crisis.
- Seek back up as appropriate for the crisis (supervisors and on-site support service staff).

When intervening during a crisis, it is best to have at least two trained people involved: one
to take appropriate action depending on the nature of the crisis and one to document the event and/or call for assistance, and/or to support the lead person.
- Notify the building manager, supervisor, police, and service providers as appropriate.
- Coordinate emergency response with other staff on site, as appropriate (maintenance or janitorial personnel).
- Stabilize the situation. Attempt to defuse tenants’ fears.
- Attempt to contain the event to the immediate surroundings and/or to the staff and/or tenants involved but do not put yourself in harm’s way or impede or interfere with trained personnel.

4.6 Interactions with Tenants and Visitors

Tenants are the business of supportive housing. All supportive housing staff should be trained and held accountable to treat tenants and their guests with respect and courtesy at all times, even if the tenant and/or his/her visitor is less than respectful and courteous. Staff should strive to be professional at all times. This can be difficult, so site staff should be encouraged to talk to the supervisor about situations where they need guidance. *Staff should be encouraged to process and debrief after dealing with difficult situations. Staff should “Reach Up” when necessary, and when support is needed to maintain professionalism.*

**Reaching Up**

Reaching up is a central concept throughout this manual. It means encouraging staff to contact the supervisor when the staff person is unsure of how to proceed or if the situation is getting out of control. It is expected that supervisors will provide guidance, and supervisors will *reach up* when *they too are in need* of further direction.

4.7 Front door & Lobby Control

Supportive housing owners usually provide 24-hour property management coverage; the Front Lobby staff is usually responsible to monitor visitors and to secure the property. Building managers establish Visitor Policies. Following are examples of visitor policies implemented by supportive housing providers:

- All visitors should be required to check in with Front Lobby staff. If a visitor follows someone in, ask the visitor to return outside. Front lobby staff should have some authority to grant exceptions to this policy, to accommodate a visitor’s legitimate request to wait inside the building (for example, if the visitor is seeking safe haven from an unsafe situation outside).
- No visitor should be allowed in the lobby or into the building without the Front Lobby staff first checking to see if the tenant or staff person is in and willing to receive the visitor(s).

Tenants are responsible for their visitors. Building management staff should deny visitation when the tenant is clearly intoxicated, under the influence of drugs, and/or clearly incapable of being responsible for the visitor(s). Building management should deny visitation by any person clearly under the influence of alcohol and/or drugs. Building management staff are key to securing the
building and helping create a safe housing environment. Following are examples of best practices to secure supportive housing sites:

- Do not allow visitors waiting for tenants outside to block entry or egress (exit); keep the entry area clear.

- All visitors should be escorted in the building by the tenant they are visiting. The tenant should request an exception to this rule from the building management in certain circumstances, such as:
  - For infirm or non-ambulatory seniors;
  - For tenants with disabling conditions;
  - For tenants who report disabling illness or request accommodation;
  - For families with very young children.

- Record all visits, even by minor children, in the Visitor Log, to ensure that there is a complete record of people in the building, in case of an emergency.

- All visitors should be required to check in and out even if they are leaving the building only for a short period of time: for example, a quick trip to the store.

- Visitors are the guests only of the tenant who received their visit. Should the visitor wish to visit another tenant, that tenant should be required to re-register the visitor as their guest.

- Document any violation of unescorted visitors and other visitation rules for management review.

- Visitors to the support services office or to other site staff or building areas should also be escorted, unless the staff person or the department makes another arrangement in advance with the building manager.

- Front Lobby staff is responsible for keeping the lobby in an orderly fashion. The building lobby is both an area for receiving tenants and their guests, and a business area, so noise levels should be kept to a minimum.

On the graveyard shift, Front Lobby staff may also be required to:

- Ensure the elevator is clean and ready for use before 6:00 a.m.
- Ensure the lobby windows are clean, including the front doorways.
- Ensure the lobby is neat and clean.
- Ensure the Front Lobby/Desk Station, any counter area and behind any counter space are clean.
4.8 Identification for Visitors

Most supportive housing owners accept only the following forms of visitor identification:

- State Drivers License or State ID
- Out-of-state Drivers License or government ID
- Passport (US or foreign)
- Green Card
- U.S. Veterans Administration or military photo ID
- State Department of Corrections ID

All identifications should be current and valid (A current, valid receipt for one of the identifications listed above should be acceptable).

Visitors under 18 years old

- Children under 12 should not be required to present identification. Log the child in by writing the child’s name, birth date, and the unit the child is visiting in the Visitor Log.
- The Front Lobby staff should request identification of children between 13 and 17 years old. School identification cards should be acceptable. If the child does not have any identification, staff should simply log the name, birth date, and unit the child is visiting, as above.

4.9 Overnight Visitors

- The rental agreement/house rules should state the maximum number of overnight visits authorized to each tenant each month. Many supportive housing owners limit overnight visits to a maximum of 14 overnights per individual. This means no person can stay overnight in the supportive housing site more than a total of 14 nights each month.

- No single visitor should be allowed to visit the property for more than the maximum number of overnight visits authorized. This policy is intended to help avoid visitors’ claims of tenancy.

- Overnight visitors should be required to register with designated building management staff, usually by signing in at the Front Desk with the tenant they are visiting and usually prior to a designated time, (e.g., 10:30 PM).

- If the visitor stays in the unit a 2nd night, s/he should be required to sign in again with designated building staff and with the tenant, prior to the designated time the 2nd night. (Same with the 3rd and all following nights.)
• Any tenant who fails to register the visitor as an overnight guest after daytime visiting hours end should be considered in violation of the Visitor Policy. Building management staff should document this violation, for management follow-up with the responsible tenant(s).

4.10 Unauthorized Visitor List & Guidelines

The supportive housing owner or its building management agent has the right to deny entry to non-tenants. Building management should exercise this right if the visitor is a threat to the safety of people or property, or if the visitors’ actions disrupt building operations. Unless the rental agreement confers a right, guest visits are a privilege, not a right. This privilege should be suspended or revoked by building management when the tenant consistently fails to take responsibility for his/her visitor. This action may be necessary to help ensure the safety and security of all tenants and site staff.

Many supportive housing owners consider the following justification for maintaining an Unauthorized Visitor List:

• To protect the rights of tenants and staff to live and work in a peaceful, safe and welcoming environment.
• To ensure that tenants have full access to the peaceful and quiet enjoyment of their units and common areas of the building(s).
• To ensure compliance with the rental agreement/house rules.
• To ensure that the same guidelines are used uniformly and evenly at all locations.

Recommended Visitor Policies & Procedures

• Only the building manager or other designated owner’s representative should have the authority to place a visitor on the Unauthorized Visitor list, or to remove a name from the Unauthorized Visitor list.
• Desk Clerks and building management staff should first ask the tenant to remove a visitor who is violating the rental agreement/house rules, or disrupting building operations. If the tenant fails to remove the visitor, or is unable to remove the visitor, or if the visitor refuses or is unable to leave the premises at the tenant’s request, the property management representative should ask the visitor to leave the premises. The manager should note the request and any refusal by the visitor to leave on an Incident Report. The staff should then be trained to call local law enforcement and report a trespass.
• The building manager should follow up on incidents by reviewing the incident report, interviewing any witnesses, and determining if the visitor should be placed on the Unauthorized Visitor list. Incident Reports involving specific tenants should be copied to the tenants’ file.
• Once a person is placed on the Unauthorized Visitor list, only the building manager, or designated owner’s representative should have authority to readmit the barred person,
consistent with the owner’s policy, as required by law, and/or by negotiated agreement with the involved tenant(s).

- Managers should explain their decisions regarding enforcement of the visitor policy and the rental agreement to subordinate staff, and use these situations as staff training opportunities. By sharing their decision-making process as appropriate within the bounds of confidentiality and right to privacy, the manager can train staff on the supportive housing owner’s policies and procedures.

- The Manager can also recommend that the tenant seek the assistance of the on-site support service team for help with managing visitors, and/or to help the tenant address management’s concerns about lease violations involving the visitor, or the tenant’s inability to be responsible for the visitor.

- **Review of Unauthorized Visitors:** Building managers should review names on the Unauthorized Visitor list only at the request of tenants, not visitors. If a tenant requests review, the building manager should conduct the review and make a decision as to whether to restore visitation privileges to the visitor. Front Lobby/Desk Station staff should not have the authority to remove a name from the Unauthorized Visitor List without the specific approval by the director of property management or designated representative.

- **Visitation privileges should not be automatically restored after any certain period of time.** The privilege to visit supportive housing properties should be restored only if both the tenant and visitor agree to follow the rental agreement/house rules.

### 4.11 No-Visit List

Some tenants engage in activity that endangers other tenants or property or that results in frequent visits by law enforcement to the premises. In lieu of beginning a legal process to terminate tenancy, supportive housing building management should consider other options. For example, placing the names of continually non-compliant tenant(s) on a No-Visit List until they schedule a meeting with the building manager, or other designated staff to discuss and resolve the situation. Managers should encourage tenants to work with support service staff to stabilize and address the behavior that caused their placement on the No-Visit List.

*Tenants on the No-Visit list should not be allowed visitors except for healthcare workers or other care personnel needed to help the tenant(s) retain housing, in accommodation of reasonable request and/or to address health issues and/or disability(ies). Healthcare workers or other care personnel visiting a tenant on the No-Visit list should be required to provide legitimate identification. If the healthcare provider cannot provide identification, as is required of any other visitor, that healthcare provider should not be allowed entry.*

**Unauthorized Visitor List**

The property management department should track barred persons through use of an Unauthorized Visitor List covering all of the owner’s supportive housing properties. The Unauthorized Visitor List should be updated and distributed to building management staff each week..
Creating an Unauthorized Visitor List can be an important tool to help secure supportive housing properties. All property management operations staff should be trained to help maintain the list, by updating it, and complying with its appropriate use, consistent with operations policy.

4.12 Incident Reports and Tenant Complaint Forms

Any employee who witnesses a violation of the rental agreement/house rules, or a serious incident, (violence, threats of violence, verbal abuse, medical emergency, theft, or visitor rule violation), should be required to complete an Incident Report. The reporting employee should be trained and held accountable to:

- Be as specific as possible: names, times, sequence of events, unit numbers, and badge numbers.
- Note the facts and only the facts: do not include personal opinions. The basic information in an incident report is as follows:
  - Who
  - What
  - Where
  - When
- Take the time to ensure accuracy and think clearly.
- Forward report to the building manager and log the incident in the Building Log.

The housing owner’s ability to address behavior(s) that violate the rental agreement and/or law as documented on an Incident Report or Tenant Compliant form is limited – by law and under the terms of the rental agreement. Designated staff responsible to receive and follow-up Incident Reports and/or Tenant Complaints should let the tenant, staff person and/or visitor know that the owner’s ability to address the non-compliant or illegal behavior reflected on the Incident Report or Tenant Compliant form is limited by law, and by the rental agreement between the tenant household and the housing owner.

When tenants or visitors have conflicts or problems with other tenants, staff, or visitors, supportive housing staff should encourage them to record their concerns on an incident report or Tenant Complaint Form, and forward these forms to the building manager or supervisor promptly.

Staff should be trained to prepare their own incident report, recording their knowledge of the event, as appropriate. Property management and/or support services staff should assist tenants who request help with completing an incident report or Tenant Complaint Form and be trained to record only the tenant’s statements, and to not include personal opinions or judgment about the activity or incident being reported.
4.13 Interacting with External Agencies and Authorities

Fire Department - Non-emergency Visits to the Property
- Attempt to find out why the Fire Department is at the building.
- Notify the building manager or other designated staff.
- Be clear and direct with information. Be courteous and professional.
- Ask Fire Department or other emergency service personnel to wait for the manager to arrive, but always allow access to where they need to go.

Note: in the event of a fire, activate the building alarm system and call 911 immediately and refer to the site’s Emergency Procedures Binder.

Police/Law Enforcement
- Never refuse to call 911 for any tenant who requests it.
- Keep information clear and concise. Give facts without emotion.
- Notify the building manager or other designated staff.

When the Police or other law enforcement officers arrive:
- Direct them to the problem area.
- Get all badges or other identification numbers.
- Document the interaction and outcome.
- Ask what procedures to follow if the problem re-occurs.
- Inform the building manager or other designated staff immediately.

Police Officers and other law enforcement personnel are important resources to supportive housing. Building managers are encouraged to establish contact with local law enforcement departments. The local law enforcement department should be invited to visit the supportive housing project, participate in regularly scheduled community meetings, and asked to help building management address tenant concerns regarding safety and security issues.

The building manager should make certain the local law enforcement personnel, and the Fire Department, know that persons with special needs reside in the supportive housing. This information and contact can help law enforcement and emergency response personnel appropriately respond when called to the supportive housing site.

When law enforcement and/or emergency response personnel arrive on the premises without being called by staff, the employee(s) on duty should be trained to know that Police Officers or other law enforcement personnel could enter the building and proceed beyond the entryway in the following circumstances:
- In hot pursuit of a suspect.
- With a warrant for a particular tenant or visitor at the property.
- When a Parole Officer is visiting a parolee residing on the property.
When invited by a tenant or staff person.

Police Officers or other law enforcement personnel may also enter the building and proceed beyond the entry when they have probable cause to believe that someone on the premises has committed a crime.

Only the director of property management, the executive director or their designated representative should have the authority to authorize use of the supportive housing property for surveillance, or for uninvited walk through. Site staff should be directed to refer all requests for non-emergency law-enforcement presence in the building not requested by staff to the director of property management, executive director or other designated personnel.

Following are best practices for interacting with law enforcement personnel:

- Allow law enforcement personnel (e.g., Police Officer, Sheriff) into the lobby. Request that the Officer(s) not move past the lobby until you contact the building manager and s/he responds with direction.

- Do not attempt to impede law enforcement authorities that refuse to remain in the lobby or respond to staff direction. Document the activity or incident and “reach up.” Call the supervisor director of property management, or designated personnel for direction.

- Notify the building manager or duty officer as soon as possible.

- Get badge numbers or other identification information.

- Be prepared to comply should law enforcement personnel request that staff provide personal identification or job title or other identification.

- Complete an incident report and log the event in the Building Log.

Note: The business records of the supportive housing owner or its building management agent(s) are confidential and should be released only as required by law (subpoena or warrant). Example of these records includes the Building Log Book and the Visitor Log. Police Officers should not be offered the Visitor Log or other business records without authorization from the director of property management and/or by appropriate legal process. If Police Officers request these documents, the responding staff person should ask the Officer to contact the director of property management, executive director, and/or other designated personnel.

Understandably, supportive housing staff may find it difficult to enforce these policies when interacting with law enforcement personnel. If law enforcement personnel are unwilling to cooperate with procedures the employee is trained to follow, the staff person should complete a report of the incident. Building managers should send a copy of the incident report to the department director as soon as possible. The director should follow-up with the Precinct Captain or other law enforcement authority as appropriate.
Ambulance

- Train site staff to never refuse to dial 911 in response to any tenant request for medical assistance;
- Give clear and concise information on the phone;
- Notify the building manager, or other designated staff.

When the ambulance arrives on premises:

- Direct medical personnel to the problem area.
- Do not leave your post unattended; if possible, request the assistance of the building manager or other appropriate staff.
- Complete an incident report and log the event in the Building Log. Note what medical facility the person is being taken to.

Housing Authority

Local, state and/or federal governments subsidize supportive housing. Applicants are often referred to supportive housing from wait lists maintained by the local Housing Authority. Inspectors from the Housing Authority may visit the property to conduct inspections to ensure the housing meets quality standards (HQS). Inspectors also conduct other activities relating to compliance with federal, state or local rules and regulations. Supportive housing owners should strive to maintain positive and cooperative relationship with the local Housing Authority and other government agencies.

When Housing Authority or other government personnel visit the premises site staff should be trained to:

- Be courteous and professional.
- Notify the building manager, or other designated personnel.
- Check the Building Log to be aware of inspections, meetings and/or other activities scheduled to occur during the shift.
- Direct the government representative to the area or unit to be inspected. If the representative is visiting a tenant’s unit, try to contact the tenant to inform him/her of the representative’s arrival.
- Accept any paperwork or notices offered and forward the document(s) to the building manager immediately.

Inspectors from the Departments of Building Inspection (DBI), Public Health (DPH), or Public Works (DPW)

When representatives of these agencies arrive on site staff should be trained to:

- Notify the building manager, or designated personnel.
- Be courteous and professional. Ask for identification.
- Once identification is verified, ask the visitor to wait for the manager, but do not deny access (except to tenants’ units) if they insist on entering the residential floors or common areas of the building.
Secure any paperwork or notices of violation and provide these to the building manager or designated staff person as soon as possible.

- Record the event in the Building Log. Include names and badge numbers.

**Sheriff’s Department**
The Sheriff usually visits the premises to post a notice of eviction or to escort an evicted tenant out of the building.

When the Sheriff is on site:
- Be courteous and professional.
- Notify the building manager, or designated staff immediately, so that a staff person can escort the Sheriff.
- Log the event, and write down badge or other identification numbers.

**Parole & Probation Officers**
When a Parole or Probation Officer arrives on site:
- Notify the building manager or Duty Officer.
- Get badge numbers.
- Complete an incident report and record the event in the Building Log.
- Obtain names and badge numbers.

**Child or Adult Protective Services (CPS or APS)**
When representatives of CPS or APS arrive on site:
- Notify the building manager or designated personnel.
- Try to contact support services staff immediately and advise them of the presence of CPS or APS personnel on site.
- Try to determine the purpose of the visit.
- Be helpful but do not allow them past the desk without authorization from the building manager.
- NEVER allow them into a tenant’s unit without tenant authorization. If the CPS representative is responding to a report of a minor child in the unit without adult supervision, or if the representative needs emergency access to the tenant’s unit, contact the building manager immediately, or follow emergency procedures to contact the director of property management or other designated staff.
- Complete an incident report and record the event in the Building Log.

**Utility Company**
When utility company personnel (e.g., employees of telephone, electricity, water, and cable companies) arrive on site, train staff to:
- Notify the building manager or other designated personnel.
- Determine the purpose of the visit.
If they are there to check gas/electric meters, give them the key to the appropriate public area (do not give admission to the tenants’ unit without written authorization of the tenant, and/or as directed by the building manager or the director of property management).

- Record the visit in the Building Log.

**Telephone Company & Other Vendors**
- All vendors should have scheduled appointments with the building manager or other designated staff.
- If the vendor has an appointment, contact and inform the appropriate staff person, and ask the vendor to wait in the lobby until the staff person arrives.
- If the vendor is meeting with a tenant, contact the tenant. Treat the vendor as you would treat any visitor to the property. Never allow access beyond the lobby or to any tenant’s unit, unless the vendor is escorted by staff authorized to escort the vendor or the tenant has signed the vendor in as a visitor.
- If the vendor does not have an appointment, contact the building manager for direction.

**Emergency - Special Circumstance Deliveries**
- Some tenants (e.g., senior citizens, disabled tenants, mobility-impaired tenants) may receive delivery of food boxes, medications or other emergency assistance provided by service agencies, faith groups, or by special arrangement. Often the provider(s) will deliver only to the building lobby or to the Desk Clerk Station. When supportive housing staff receive said item(s) on behalf of the tenant, they should be trained to secure the item, respect and maintain the tenant’s right to privacy and confidentiality, and notify the tenant of the delivery and request pick-up as soon as possible.
- Record the visit/delivery in the Building Log.

**4.14 Check Requests and Contracting with Vendors**
- Only the director of property management should have the authority to authorize and approve any new vendor contract. No other property management employee should have this authorization.
- The building manager is responsible for submitting accurate requests for payment due for contracted services and materials. Managers should follow agency procedure for processing payment to vendors.
- Managers should be fully aware of the nature of the work or product prior to submitting a check request. Verify that the work was performed adequately, accurately and up to agency and/or industry standards. If you have concerns about a vendor’s invoice, first discuss your concerns with the designated manager and/or the director of property management. It may be necessary to require the vendor to return to finish or re-do work that is below standard.
4.15 Work Orders and Routine Maintenance

Supportive housing management staff should be trained to help tenants who request assistance to complete work order forms. Staff should be directed to compile the work orders in a designated area of the Front Lobby for review by the building manager and routing to the maintenance department.

If the maintenance/repair problem is not an emergency, the work should be scheduled promptly by the maintenance department.

Sometimes the maintenance problem is an emergency. If there is a serious situation (for example, gas or water leaks - not just a faucet or running toilet - fire or electrical hazard, or a natural disaster) staff should be trained to contact the building manager or designated personnel for guidance on how to proceed.

4.16 Elevator and Other Maintenance Emergencies

- Determine if the elevator is operational.
- Notify the building manager, Duty Officer or designated personnel.
- Call the repair vendor if instructed to do so by the building manager or designated personnel.
- If a person(s) is stuck in the elevator, try to help that person(s) remain calm. Offer the trapped people assurance that you have reported the problem and provide information as appropriate.
- Try to determine where in the building the elevator is stuck.
- Try to determine if there are special circumstances (e.g., a pregnant woman, a person experiencing a medical emergency).
- Report to the building manager and call 911 if instructed to do so.

4.17 Lock-Outs

Tenants are responsible for their own unit and mailbox keys.

If a tenant is locked out of the housing unit during normal business hours, duty staff should page the building manager or other designated personnel. Management should provide the tenant access to the unit as soon as possible. However, this type of lockout is usually not considered an emergency unless the tenant requires immediate access to the unit due to an emergency (e.g., needed medication locked in the unit; a child alone is locked in the unit).

If a tenant locks himself or herself out of the unit after normal business hours, the duty staff should page the building manager. Again, this type of lockout is not considered an emergency. Management should try to provide access to the unit as soon as possible. However, if quick response cannot be provided management may advise tenants to contact a locksmith at the tenant’s own expense.
Lost mailbox keys are generally not considered an emergency. If the tenants’ mailbox keys are lost after normal business hours, management should try to provide access to the mailbox for a tenant on the following business day.

4.18 Video Monitors
Supportive housing sites with video monitors must train staff in the appropriate use of equipment used in site operations, including procedures to check the security video monitor(s) at regular intervals. Building management should regularly train duty staff on proper use of operations equipment and monitor competency and compliance on a regular basis.

Duty staff should be trained in the importance of noting the correct time on incident and all written reports, including reports involving review of videotape. It should be a serious violation of procedure to disable or turn off the site’s video monitor or other security equipment, or to violate procedures relating to appropriate use of security equipment.

4.19 Telephone Protocol
Site staff should be trained to answer the telephone in a professional and courteous manner. Staff should always tell the caller their name. For example: “Good Morning, this is Julie at the Senator Residence” or “Good Afternoon, Cambridge Residence: this is Joseph Smith. How may I help you?” “Hello,” “Yeah,” or “What do you want?” are not acceptable and do not make the caller feel welcome.

- If the caller is trying to contact support services or other building or site staff, provide the caller with the correct phone number.
- Front Lobby staff should be authorized to take messages for supportive housing tenants in special circumstances, such as:
  ⮞ For employment contact.
  ⮞ For medical emergency.
  ⮞ School and medical calls for members of the household.
  ⮞ Emergency calls to or from members of a household (i.e., children calling parents).
- Staff should be trained to take a message or to transfer the call to the tenant. Property management staff should refer tenants who do not have private telephones to support service staff to get assistance in obtaining special telephone for persons with special needs, in example: “Lifeline” telephone service.
- Train tenants not to have telephone conversations with tenants or staff via intercom, or speakerphone. Doing so may violate the tenants’ right to privacy and confidentiality.
- If the intercom system to the tenant’s unit is not working, staff will not be able to inform tenants when their visitors arrive. In this situation, staff should inform visitors that they will
have to contact the tenant they wish to visit from an outside phone, and the tenant will need to greet them in the lobby. The broken intercom should be reported for repair.

- While on duty, employees are expected to keep personal calls to a minimum. Building telephones are for business use and must be available for that purpose. Long distance calls should not be permitted without prior authorization by the building manager. Employees who make personal calls that result in charges to the phone account should be held responsible for payment of those calls, and required to log any authorized personal toll call in the Building Log for future accounting.

4.20 Radios and Television Sets

Radios should be played at a quiet volume after regular business hours (generally after 5:00 p.m.) as long as the radio does not interfere with the building operations and assigned tasks and duties.

Personal televisions for use by duty staff should not be authorized at any time. Site staff should be required to diligently monitor their assigned workstation including: the building lobby, front door, emergency exit(s) and the video monitor.

4.21 Lock Box - Keys

Many supportive housing sites maintain a lock box at the Front Lobby to:
- Secure personal possessions during the course of the shift.
- Secure specific business items when lobby/desk station staff is on break.

When property management staff on duty takes a break, they should be trained to use the lock box to secure items including:
- Building Log
- Visitor ID box
- Visitor log

Employees should not leave personal possessions in the lock box after their shift ends.

Keys
- The key to the lock box is generally kept at the Front Lobby/Desk
- Require staff to take the key with them when they go on break.
- The building manager should define procedures for use of site keys maintained in the lock box.
- Protecting the lock box, which may contain keys to tenants units, emergency equipment, and/or confidential documents, should be a primary responsibility of building staff. If the lock box key or items protected in the lock box are lost, staff should be directed to notify the immediate supervisor, and/or other designated staff immediately, and be trained to
document the loss in the building log and in an incident report immediately. The manager should determine and direct next steps.

4.22 Attendance

The building management department is the keeper of the “nuts and bolts” of the organization. Many supportive housing projects provide round-the-clock coverage. Good staff attendance is imperative for effective and efficient building operations. Punctual attendance should be expected of all employees.

Un-excused and excessive absenteeism is considered unsatisfactory performance to most supportive housing owners/employers. Employees should be encouraged to use sick time appropriately, consistent with the employer’s personnel policy and applicable law, rules and regulations. Supportive housing owners should be sure that leave policies (sick leave, vacation leave, jury duty, military service) are clearly defined in the employer’s policy manual(s). Employers are encouraged to seek qualified legal counsel in the development of these policies.

Staff should be required to report to work on time. If an employee cannot make it in for a scheduled shift, the employee should be required to notify the immediate supervisor at least four hours before the scheduled shift so that coverage can be arranged. Employees should be trained to contact their employer personally when they cannot report for duty, unless this is not possible due to illness or circumstance, in example, if the employee is hospitalized.

4.23 Breaks and Bathrooms

Front Lobby staff should be allowed to use their best judgment when they must briefly leave the assigned work area, (for example, to use the bathroom). If other site staff is available, front lobby staff should request that they temporarily watch the assigned work area. If the employee on duty must leave a work area that is off limits to tenants and visitors (for example, the desk clerk station) the employee should secure the area; make sure the front door is locked, and secure keys, the log-book and any vulnerable equipment. Staff should also secure confidential documents.

Note: Labor laws, union agreements and the employers’ policies and procedures also define the employees’ right to break periods.

4.24 Rate of Pay - Overtime

The employer’s Personnel Policy and applicable labor laws define the employee’s right to and eligibility for salary compensation. Generally, supportive housing owner/employers should have in place simple, clear and comprehensive personnel policies and procedures that include:

- Employee job descriptions and expectations
- Benefits and leave policies (sick leave; annual leave; family leave; accruals)
• Attendance
• Requesting time off
• Breaks and bathroom coverage
• Rates of pay
• Overtime and other payroll policies
• Time-sheets, payroll and paychecks
• An employee grievance procedure

These policies will vary from project to project and employer to employer. Supportive housing owner/employers are encouraged to seek appropriate advice and best practices, to adopt or update manuals, which should be approved by the owner/employers’ Board of Directors, and should be given to each employee at the time of hire.
Chapter Five

*Move-Out and Unit Turnaround Procedures*

5.0 The End of the Tenancy

The supportive housing leasing agreement is generally legally terminated in one of the following ways:

- Surrender of premises
- Positive move-out (usually due to change in income, family composition, or to more independent housing)
- Abandonment
- Eviction
- Death

5.1 Management Next Steps

Whenever tenancy ends, the building manager should:

- Contact maintenance for a lock change immediately.
- Inform on-site support service team immediately.
- Schedule timely unit turn-around by promptly submitting a work order to the maintenance department.
- Inspect the unit and complete a Move-out Inspection Report (see Appendix sample) documenting any damage to the unit beyond normal wear and tear.
- The maintenance department should document any damage beyond normal wear and tear. The cost to repair excessive damage is generally the exiting tenant’s responsibility and can be deducted from any security deposit due.
- Notify other departments and agencies as appropriate as soon as possible.
- A best practice is to send the entire tenant file, including a copy of the Notice of Vacancy, Move-Out Data sheet, and any notices of surrender, abandonment or eviction, to the director of property management or designated staff, within 72 hours.
- Monitor the completion of the unit turnaround. (See below.)
- Return the tenant’s security deposit in accordance with state and local laws.
5.2 Monitoring the Turn-around

Experienced supportive housing owners ensure timely turnaround of vacant units to ensure efficient building operations. Best practices include:

- The building manager informs the maintenance department of any current or upcoming vacancy, as soon as s/he is aware of the upcoming vacancy, and schedules janitorial service. Some managers also schedule a janitorial unit inspection prior to the Housing Quality Inspection by the local Housing Authority.

- The building manager or designated employee inspects the unit and determines if repairs are needed for the unit to pass inspection and applicable housing quality standards (HQS). The manager is also responsible to schedule a timely pre-unit inspection as required.

Only vendors approved by the director of property management should be contracted to make repairs. The manager should ensure the contracted work is satisfactory prior to approving invoices for payment. Supportive housing best practice seeks to have units turned around within 5 workdays after vacancy.

5.3 Housing Quality Standards (HQS)

Supportive housing sites that receive HUD funding are often subject to Housing Quality Standards monitored by the local Housing Authority. Prior to rental, the Housing Authority Representative will inspect the units and is charged with ensuring that the unit is up to established housing quality standards (HQS). These standards are usually as follows:

**Cleaning**
- All interior walls, ceiling and trim surfaces must be clean and free of loose dirt and grease.
- Same for all windows, window sills, and exterior ledges and
- Window blinds: dust-free. Curtains must be laundered and clean.
- All bathroom surfaces must be cleaned and disinfected.
- Kitchen appliances must be clean and operable. Clean behind appliances.
- Kitchen cabinets, door knobs and drawers (inside and out) and counters must be clean and free of paint and
- Light fixtures and covers cleaned.

**Painting**
- All loose, peeling paint must be removed and surfaces primed as necessary.
- Mildew and other stains must be stain-blocked prior to painting.
- All painted surfaces must be newly painted or cleaned so that they appear newly painted.
- Follow lead-safe work practices (per HUD regulations).
General
- Windows must be in good repair and operable (working sash cords, hardware, no broken or cracked glass).
- Bathroom plumbing must be in good repair, operable, with no visible leaks.
- Plumbing supply and drain lines must be clear and no visible leaks.
- Radiator/heating units must be clean and operable painted with heat-resistant paint.

Electrical
- Outlets and switches must be operable.
- Outlet and switch cover plates must be in place and not damaged or cracked.
- Fixtures must be secure and operable.
- Smoke detectors must be secure and operable, and
- No bare or open wires.

Doors and Door Hardware
- Doors must be in good repair and operable.
- Hardware must be clean and free of paint.
- Hardware must be complete and in good working order.

Floors
- Carpeting must be in good condition, vacuumed/shampooed or replaced as necessary and
- No trip hazards.
- VCT floors clean and waxed.
- Tile floors: no loose or missing tiles (some areas with missing tiles may be mortar-filled).
Chapter Six

*Physical Plant: Maintenance, Janitorial & Pest Control*

6.0 Supportive Housing Standards

Supportive housing owners/employers should strive to provide the highest standards of safe, sanitary and attractive living conditions. Supportive housing owners are required to comply with all applicable code requirements, and seek to preserve their properties for the long-term benefit of eligible tenants.

By adhering to the highest possible standards, the housing owner and its staff earn the respect of tenants and the surrounding community.

Achieving high standards is the responsibility of all property management staff: building managers, maintenance and janitorial personnel.

6.1 Maintenance and Janitorial Work in the Supportive Housing Setting

All employees should be trained and held accountable to be respectful to tenants and co-workers, some whom have medical and/or psychiatric disabilities and/or histories of substance use. The housing owner/employer should be sure that tenants and employees know about the laws, regulations and agency policies they must comply with by posting and/or providing information in clear, simple and comprehensive language.

All supportive housing staff, including maintenance and janitorial employees should be trained to perform their duties with sensitivity and respect for tenants, volunteers and for other employees. All staff should be bound by strict rules of confidentiality as defined by applicable laws, rules and regulations, regarding what they observe when working in tenants’ units.

However, employees are not expected to work in a unit in which active drug use or dangerous activities are occurring. If an employee is in a work situation where it is difficult to perform tasks and duties due to the tenant’s activities, the employee should be trained to report activity and behavior that violates the rental agreement to the building manager.

Most importantly, all staff, including maintenance and janitorial personnel, should be familiar with and held accountable to comply with the supportive housing owners’ commitment to respect tenants, visitors, and all persons encountered on duty.
6.2 Reasonable Accommodation

Often, supportive housing tenants have physical disabilities that require installation of special equipment in their units (for example, grab bars for showers and baths, special phones for the tenants with sight or hearing impairment; specialized fire alarm systems for tenants with sight or hearing impairment). (See Section 1.1: Reasonable Accommodation.)

Persons disabled by chemical sensitivity may request accommodation due to sensitivity to chemicals used in cleaning supplies or pest abatement.

Supportive housing employees who encounter tenants or applicants with special needs that may require reasonable accommodation should be trained to report their observations to the designated building manager.

The Appendix offers sample forms for tenants to use to request accommodation. Building management and support services employees should be trained to assist tenants in making such a request.

6.3 Work Orders

The building manager should review and authorize work orders, including contracting vendors, ordering supplies, contacting tenants and ensuring that the tenant receives required notice for unit entry.

6.4 Major Building Systems

Many supportive housing projects contain systems that require special training and/or expertise in major building systems, such as:

- Fire control systems
- Sprinkler systems
- Fire extinguishers
- Boilers and/or HVAC
- Plumbing
- Electrical
- Elevator and wheelchair lifts
- Back flow systems
- Telephone consoles and intercom systems
- Cable/Direct TV

If correction of a building systems problem requires entry to a tenant’s unit, the building manager must ensure that the tenant receives timely notice and give permission to enter. Building managers must ensure notice complies with the rental agreement and applicable laws, which often require that the tenant receive 24-hour notice to enter the unit, except for clearly defined emergencies.
The building manager or designated personnel should schedule all routine and non-emergency visits with vendors. The building manager should also schedule emergency visits with vendors, and respond to emergency calls regarding these systems.

If a vendor arrives at the property without an appointment, the building manager or designated representative on duty should be trained to direct vendors to contact the designated manager to schedule an appointment. Duty staff should be trained to not allow the vendor to enter non-public areas and to not allow vendors to leave common areas without escort or authorization.

6.5 Utility Meters

Meter readings should not be the responsibility of employees on duty. The building manager should ensure that utility company meter readers have access to the meters.

6.6 Graffiti Removal

Some supportive housing properties are subject to occasional graffiti. The building manager should promptly address any graffiti discovered during daily rounds, and schedule graffiti removal within 24 hours. The quicker graffiti is removed from the building, the less likely graffiti will be repeated in the future.

6.7 Damage Beyond Normal Wear and Tear: Charge-backs to Tenants

Local landlord/tenant law typically defines how owners can address damage to the unit beyond normal wear and tear. Supportive housing owners should seek expert legal advice regarding landlord and tenant rights and reflect applicable local law in the rental agreement. In example: the rental agreement should include sections on how security deposits are refunded; charge-backs to tenants for damage beyond normal wear and tear; move-in and move-out unit inspection procedures. The rental agreement should list any furniture and furnishing provided in the unit and indicate what the landlord considers the normal life for, in example, furniture, furnishing, appliances, floor coverings and wall surfaces.

Upon move-out, exiting tenants can be charged for damage to the unit beyond normal wear and tear, as defined in the rental agreement. The rental agreement generally defines what the owner considers a normal period of wear and tear for plumbing, walls, carpets, electrical systems, smoke detectors, fire control systems, and furnishings provided by the owner for tenant use. The building manager should conduct a Move-Out Unit Inspection, and use the Move-In Unit Inspection Check-List as reference to determine the condition of said items upon move-in, and damage(s) to the unit, appliance and/or furnishings beyond the normal period(s) of wear and tear defined in the rental agreement.
Following are best practices many supportive housing owners use to assess damage that can be charged back to the exiting tenant:

- Require that the building managers or designated representative complete a Tenant Charge-back form (see sample in Appendix). This form must be sent to the tenant at his or her new address promptly, along with the check for the balance, if any, of the tenant’s security deposit.
- The law requires that this be sent to the tenant no later than 21 days after he/she vacates the unit. If there is no forwarding address for the departing tenant, then the check should be sent to the tenant at the unit he/she vacated.
- Note that any unpaid rent can be deducted from the security deposit. If the tenant does not leave the unit clean, the reasonable cost of cleaning the unit can be deducted from the security deposit.
- File copies as appropriate: to the exiting tenant’s file and to external agencies as required, for regulatory and financial compliance.

6.8 Damage Within Normal Wear and Tear

Supportive housing owners know that appliances, fixtures and furnishings in the rental unit will not last forever and will need to be replaced or repaired when damaged or worn out.

- The supportive housing rental agreement should define the expected life of various items within the unit, such as carpets and floor surfaces, stoves, refrigerators, bath fixtures and appliances, bed frames and mattresses.

If an item in a tenant’s unit wears out and needs replacement or repair sooner than the time frame defined in the rental agreement, the manager or designated representative should replace or repair that item promptly, at no charge to the tenant.

6.9 Pest Control

Tenants have rights to privacy and confidentiality under the rental agreement and the law (See Section 1.9: Tenant Safety and Security). The rental agreement should define services to be periodically provided by the owner. However, building management should notify tenants in writing at least 24 hours prior to unit entry to provide regularly scheduled service like pest control.

As is the case with any vender, the exterminatory should not be left unattended in a tenant’s unit. The Building or Property Manager or designated personnel should be required to accompany the exterminator during building rounds.

- Building managers should check that smoke detectors are functioning as they accompany the exterminator during building rounds.
- The pest control rounds are extremely important. They are an opportunity for building management to view the condition of tenants’ units and to identify units that require follow-up maintenance and housekeeping. Follow-up may be necessary to abate unsafe and/or
unsanitary conditions, and to help tenants pass scheduled and required unit inspections to retain housing.

- When conducting pest control rounds, building managers should look for items that need repair, including torn carpets, dripping faucets, frayed electrical wires, damaged walls, broken smoke detectors and fire control equipment, broken doors, extra locks on the unit door that management has not approved.

- If the condition of the unit is unsanitary and may represent a health hazard, building management should send a notice to the tenant and bring the issue to the next weekly coordination meeting for follow-up and outreach by support services.

- Always conduct the pest control rounds with a clipboard and pen. Note any areas that require maintenance, management, or support services follow-up.

### 6.10 Janitorial Coverage

Usually, building managers supervise janitorial employees. Building managers should inspect all common areas of the building daily – from roof to basement, including the building perimeter.

- Building managers should look for details (e.g., cleanliness of moldings and HVAC vents, condition of elevator door tracking).
- Managers should maintain a janitorial checklist, and direct the janitor to areas requiring special attention and that are not up to rigorously monitored standards.

### 6.11 Janitorial Safety Precautions

#### Cleaning Solvents and Chemicals

Janitors work with a variety of cleaning chemicals and solvents. Building managers should ensure that janitorial employees are fully trained in use of chemicals used on the job, and that all employees comply with all applicable safety guidelines, rules and regulations, and receive regularly scheduled updates and refresher training.

#### Work Gloves

- Some supportive housing projects provide containers for proper sanitary disposal of needles used for intravenous drugs, both legal and illegal. These containers are a best practice to help employees and tenants avoid safety hazards from unsafe handling of trash, to minimize the possibility of janitors and all employees suffering injury from exposure to hazardous materials.

- All janitorial employees should be trained to wear heavy-duty work gloves, which should be provided by building management.
Building managers should be trained and held accountable to monitor appropriate use of protective gear by employees. Building managers should also ensure that employees have the supplies necessary to perform tasks satisfactorily.

6.12 Satellite and Antenna Installation

- Many supportive housing buildings allow tenants to have satellite television dishes installed on the premises. These installations should occur only with the authorization of and under the supervision of the building manager.
- When tenants request satellite dish installation, or if vendors call to install antennas or other equipment at the request of tenants, the building manager or designated owner’s representative should be on site to oversee the installation. The building manager should deny the installation if it interferes with building systems or operations.
- No vendor should be allowed to proceed with a satellite dish or other equipment installation unless it is approved by and the installation observed by the building manager.
- A best practice is for the building manager to require the tenant to sign an Authorization Form prior to installation. This form should define the tenant’s responsibility to maintain the satellite dish or other equipment installed at the tenant’s request, and define the tenant’s responsibility for repair removal.

Note: The rental agreement should address whether a tenant may have an antenna installed, and the conditions under which the installation should occur.

6.13 Parking

- Parking is available at some supportive housing properties.
- Owners often rent parking space to tenants and try to keep monthly parking fees low, in respect of the limited income of most supportive housing tenants.
- Revenue generated by parking spaces is often used to fund the building’s Tenant Council or tenant-led activities.

The building manager usually keeps a waiting list of tenants interested in renting parking spaces and require that renters:

- Provide proof of registration for the vehicle.
- Provide proof of insurance for the vehicle.
- Sign a Parking Agreement.
- If additional parking space is available, many owners offer or rent space to site employees.
- Access to parking space rental is defined in the rental agreement, which should also define management’s right to revoke parking privilege.

Note: Tenants and employees who are disabled may need accommodation regarding use and location of a parking space.
6.14 Signs

- Many supportive housing sites provide bulletin boards or posting areas for tenant use, and look to tenant leaders and/or tenant-led groups to develop and enforce rules for use of bulletin boards.
- The building management and/or owner’s representative is responsible to ensure that posted signs are non-discriminatory and/or do not violate the housing owner’s policies and procedures or applicable laws and regulations.
- Fire code may prohibit tenants and owners from posting signs or notices on unit doors. Building managers should be aware of and enforce regulations for fire safety.
- All signs produced by Building Management for common areas should be typed or computer-produced, not hand-written. Neat professional signs help convey the appearance of a well-managed building.
- Remember that the building site is home to tenants and that permanent supportive housing is not a program or an institute. Site staff should be respectful of and sensitive to this fact.
- Management is encouraged to solicit input from tenants and/or tenant-led groups about posting or placement of signs, notices and information.
Conclusion
This Supportive Housing Property Management Operations Manual is intended to help supportive housing building management staff to manage housing using standards and methods that are consistent with the goals and objectives of the supportive housing owner.

The following Appendix contains several forms to help supportive housing staff coordinate and collaborate; to help tenants access and retain housing; and to help supporting housing owners comply with funders, regulators, local, state and federal laws, rules and regulations.

The Corporation for Supportive Housing and the supportive housing owners and property managers that helped create this manual appreciate your feedback and comment.

Please direct feedback and comment to:

Irma Poe, Program Officer
Corporation for Supportive Housing, California Program
1330 Broadway, Suite 601
Oakland, CA 94612
(510) 251-1910, ext. 206
(510) 251-5954/fax
irma.poe@csf.org

Thank you.
Appendix

Sample Forms
Tenant Confidentiality

*Strict tenant confidentiality is both a professional standard and a legal imperative. As a practical matter, confidentiality is essential to building trust between the property management representative(s); the integrated services team members and tenants. However, the sharing of information among members of supportive housing site team(s) and the tenant(s) help them to respond more effectively to the tenants they serve. Team members encourage tenants to allow the sharing of confidential information within the supportive housing team (supportive services and, as appropriate, property management) so that all can work together to provide services and support in a coordinated way.

Given the small communities that develop at each supportive housing site, it can be very difficult to preserve tenant confidentiality. To guide property management staff members in maintaining confidentiality, we offer the following general practices:

Confidentiality Policies

- Supportive housing site teams (property management working with supportive services and/or tenant-led groups) must communicate clearly with tenants, advising tenants for whom they (staff) work, with whom they (staff) will share confidential information within their agency, and with whom they (staff) cannot share information without written consent.
- Information obtained by supportive services staff involved in the applicant screening for initial tenancy is confidential.
- Prospective tenants must be informed that if they are accepted into a building, the information they provide during the screening interview will be shared with other support services staff from the same organization, and that their written consent is required to share the information with services team members from other agencies.
- All conversations between any of the supportive services staff, and between the designated property management representative(s) and supportive services staff about specific tenant issues or problems must be held in private and kept confidential.
- The sharing of information divulged by a tenant in private sessions with a member of the supportive services staff should only be shared with other professionals involved with the treatment and support of the tenant, and with the expressed written consent of the tenant.
- When a supportive services or property management team member requests the consent of a tenant to share information with staff from a different agency, the consent should be as specific as possible. Information sharing should be limited to what is necessary to plan for and deliver services to the tenant, and/or to help the tenant access or retain housing.
- Information obtained in a services relationship must not be used to impact an individual’s employment or tenancy. Similarly, a problem that results in the termination of a tenant’s employment (with the supportive housing provider or elsewhere) must not be used to terminate tenancy.

Some tenant information is not confidential. In addition, some information must be divulged to specific authorities by law. Below is a listing of non-confidential information.
Non-Confidential Information:

- By law incidences of child abuse and elder abuse must be reported to Child Protective Services (CPS) and Adult Protective Services, respectively.
- By law, a tenant with contagious tuberculosis and certain other contagious diseases must be reported to public health officials.
- During an emergency medical situation, including the completion of Form 5150 for admitting a person to a hospital for emergency psychiatric treatment, information about the medical condition of a tenant may be provided to paramedics and other medical staff.

Even though some information may not be legally confidential, a serious violation of trust occurs if information that a tenant shares with a property management representative and/or a member of the supportive services staff is discussed in a public area. Problems can also arise if a tenant feels that his or her daily life in his or her home is being monitored.

If a non-supportive services staff member observes behavior that she believes indicates a problem or need for service, the recommended strategies for addressing the issue are:

- Designated property management staff (in example: the building manager) should offer to introduce the tenant to a supportive services team member who could help the tenant.
- If the tenant’s behavior regularly occurs in a public area, property management staff should recommend that the shift supervisor or the building manager ask a member of the services team to be present to observe the behavior.

*Quoted from: The Network: Health, Housing and Integrated Services*
SAMPLE

CONSENT TO RELEASE OR OBTAIN INFORMATION

This is a consent for release of information about: ________________________________ (Name of Client/Applicant/Tenant)

__________________________________________ (Social Security Number) ________________________________ (Date of Birth)

I authorize ________________________________

________________________________________________________________________

to release or obtain (circle one) the following specific information: ________________

________________________________________________________________________

This information may be used only for the purpose of: ________________________________

________________________________________________________________________

I understand I have the right to see this information at any time. I understand that I can revoke this consent in writing to both the person giving and the person receiving the information. Any information already released may be used as stated on the consent. I understand the requested or provided information is needed to plan services or to determine eligibility for housing and/or social services. This consent is valid only until: ________________________________ (Date Consent Expires).

This consent is not automatically renewable. It expires automatically at the end of the period specified unless revoked in writing sooner. By my signature below, I affirm that I have read this release or it has been read to me, and I understand its content.

__________________________________________ (Date)

Client/Applicant/Tenant’s Signature (circle one)

Client/Applicant/Tenant’s current, mailing or former address

Consent Witnessed By: ________________________________ (Staff signature if different from witness)

Prohibition on re-disclosure: This information has been disclosed to you from records whose confidentiality is protected by federal law. Federal regulations prohibit further disclosure without specific written consent from the person to whom it pertains.
Property Management/Tenant Services
Housing Retention Worksheet

Property: ___________________________________________________ Date: ________________

General Check-In (Peer check-in, vacant positions & hiring, tenant updates, move-ins, move-outs, hospitalizations, crises, and major site emergencies)
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________

Housing Retention - Rent Payment:

1. ____________________________________________________________
2. ____________________________________________________________
3. ____________________________________________________________
4. ____________________________________________________________
5. ____________________________________________________________
6. ____________________________________________________________
7. ____________________________________________________________
8. ____________________________________________________________
9. ____________________________________________________________
10. ____________________________________________________________
11. ____________________________________________________________
12. ____________________________________________________________
13. ____________________________________________________________
14. ____________________________________________________________
15. ____________________________________________________________
Housing Retention - Lease & House Rule Violations + Significant Behavioral Issues

1. ______________________________________________________________________________
2. ______________________________________________________________________________
3. ______________________________________________________________________________
4. ______________________________________________________________________________
5. ______________________________________________________________________________
6. ______________________________________________________________________________
7. ______________________________________________________________________________
8. ______________________________________________________________________________
9. ______________________________________________________________________________
10. ______________________________________________________________________________
11. ______________________________________________________________________________
12. ______________________________________________________________________________
13. ______________________________________________________________________________
14. ______________________________________________________________________________
15. ______________________________________________________________________________

Building Maintenance Issues, Concerns and Plans

1. ______________________________________________________________________________
2. ______________________________________________________________________________
3. ______________________________________________________________________________
4. ______________________________________________________________________________
5. ______________________________________________________________________________

Upcoming Events/Meetings/Trainings/Functions:

1. ______________________________________________________________________________
2. ______________________________________________________________________________
3. ______________________________________________________________________________
4. ______________________________________________________________________________
5. ______________________________________________________________________________
Notice of Right of Reasonable Accommodation

If you have a physical or mental health problem, or a disability, and as a result, you need…

- A change in the rules or policies or in how we do things that would give you an equal chance to participate in the program or use our services,
- A change in the way we communicate with you or give you information,
- A physical change to your housing unit,

You may ask for this kind of change, which is called a Reasonable Accommodation.

Your Request
If you can show that you have a disability or health problem that interferes with your use of our services, program, or housing, and if your request is reasonable, we will try to make the changes you request.

You can ask for this change by contacting the Building Manager or Tenant Services Manager. These staff can assist you in filling out a Reasonable Accommodation Request Form.

Our Response
We will give you an answer in 14 days, unless there is a problem getting the information we need, or unless you agree to a longer time. We will let you know if we need more information or verification from you or if we would like to talk with you about other ways to meet your needs. If we turn down your request, we will explain the reasons in writing and you can give us more information, if you think that will help. You may also appeal our decision and we will tell you how.

Confidentiality
All information you provide will be kept confidential and be used only to help you have an equal opportunity to enjoy our services and programs. It is illegal for us to deny you any services or retaliate against you because you made a Reasonable Accommodation Request.
Tenant/Client Request for a Reasonable Accommodation

The following tenant, applicant or client claims a physical or mental impairment that limits his or her ability to occupy our housing.

Name: ________________________________    Date: __________________

As a result of the disability, this person is requesting the following Reasonable Accommodation(s):

☐ A change in a policy, practice or procedure: (Please specify, e.g., a change in visitor procedures.)
☐ A physical change in the housing unit: (Please check needed accommodation(s).)
   ______ Addition of grab bars for bath/shower
   ______ Modification of the fire alarm system to accommodate visual impairment.
   ______ Modification of the fire alarm system to accommodate hearing impairment
   ______ Other (please explain): ________________________________
      __________________________________________________________________
      __________________________________________________________________

Verification of Need:
You MAY be asked to allow us to verify the need for this accommodation. If so, the information we obtain will be kept completely confidential and used solely to determine that the accommodation is needed.

Providing the Accommodation:
If we cannot provide this accommodation immediately, you will get an answer to this request within 14 days. If you do not agree with the response, you may appeal the decision to:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

(The above should indicate a governmental authority, such as the city’s Department of Human Services, that would review appeals by tenants for denials of requests for reasonable accommodation by housing providers.)
Verification of Need for a Reasonable Accommodation Request
Cover Letter [Place on Agency Letterhead]

______________________ (date)

Dear______________________.

On the back of this page is a form signed by _______________________________(tenant’s name) asking you to verify his or her disability and the need for a reasonable accommodation.

State and federal laws require entities, such as ourselves, to make reasonable changes to policies, practices, procedures and/or physical changes to housing units if such changes are necessary to enable a person with a disability to have equal access to, and enjoyment of, the housing. Please note that such changes must be necessary as a result of the person’s disability.

Please indicate on the form whether you believe that this individual has a disability (as defined in the question) and whether the accommodation requested is necessary and will achieve its purpose. Please also feel free to add any additional information or suggestions that would be helpful in making the right accommodation for this person. But, note: **This form should not be used to discuss the person’s diagnosis or any other information that is not directly relevant to the request for an accommodation.**

Please return the form to:

(Building Manager name
________________________________
________________________________(address)

If you have any questions, please feel free to call the Building Manager at______________.

Thank you very much for your assistance.

Sincerely,

[sender]
Verification of Need for a Reasonable Accommodation Request

Applicant/Client Name: ____________________________________________________________
Address: ________________________________________________________________________
Phone:  _________________________________________________________________________

I have requested the accommodation below and ask that you fill out the following certification.

Signed: ______________________________________________ Date: ______________________

Certification:
The individual who has signed above has requested the following reasonable accommodation(s):
Please indicate here:

a) Do you believe the individual has a physical or mental impairment that limits a major life activity?
   Yes    No

b) Do you believe the accommodation is necessary and will achieve its stated purpose?
   Yes    No    Cannot Verify

c) Is there any other information that would be helpful in making the right accommodation for this person?

________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________

___________________________    ___________________________
Date         Signature

___________________________
Title of Physician or Professional

___________________________
Address

___________________________
Phone
Response to a Request for Reasonable Accommodation

Dear ___________________________ [fill in tenant name]:

You requested the following change or reasonable accommodation(s): [describe request]

________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________

☐ We have granted your request.

☐ We have denied your request because:

☐ You do not meet the definition of a person with a disability and we are not required to provide a reasonable accommodation.

☐ We think the accommodation you requested is not reasonable because:

☐ You do not need this accommodation in order to enjoy or participate equally in our program.

☐ It will cost too much money and/or is more work than our staff can do (an undue financial and/or administrative burden).

☐ It will change the fundamental nature of our program.

☐ Based on the documentation you provided, we do not believe the accommodation you requested is likely to enable you to participate in or complete our program.

Reasons:
We decided this because [give reason in clear, simple language].

We used these facts to deny your request [give facts in clear, simple language].

To make this decision we [list documents or records reviewed, people spoken with, and other aspects of investigative process].

If you have questions, please feel free to contact the Operations Manager/Property Supervisor at [insert phone #].

Next Steps:
If you disagree with this decision, you may appeal to:

If you are still unhappy with the results, you may appeal to:

____________________________________________________________  ________
Signature of Building Manager or Operations Manager/Property Supervisor   Date

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Incident Report/Tenant Complaint Form

Complete this form to report any security/safety or House Rule violations, injuries, medical emergencies, Police and Fire Dept. visits or emergencies and general tenant concerns. Be as complete and accurate as possible. (Remember: who, what, when, how.)

Your Name: ________________________________________  Today’s Date: ___________________
Date of Incident: ________  Time of Incident: ____________  Location of Incident: ____________

Incident Narrative (continue on 2nd page if needed)
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________

Who was involved?  Relationship  Badge/I.D.#
1. ______________________________________________________
2. ______________________________________________________
3. ______________________________________________________
4. ______________________________________________________
5. ______________________________________________________

<table>
<thead>
<tr>
<th>For Office Use Only</th>
<th>(Sign at bottom)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management action taken:</td>
<td></td>
</tr>
<tr>
<td>Management Signature</td>
<td>Title</td>
</tr>
</tbody>
</table>
No-Visit List

To: ______________________________________
__________________________________________
__________________________________________ (date)

Dear Tenant:

Please be advised that your unit has been placed on a No-Visit list. This action was taken for one or more of the following reasons:

- Violence on the premises.
- Threats to harm a tenant or employee.
- Police visits to investigate activities in your unit.
- Your actions have placed the property and/or tenants in danger.
- Significant and ongoing disregard for the House Rules.

This is a serious matter.

To be considered for removal from this list, you must meet with the building manager and the operations manager at the Operations Office. I encourage you to prepare for that meeting by understanding the actions that resulted in your placement on the No-Visit List, and by understanding what you need to do differently in the future.

We strongly encourage you to contact the Support Services staff at your building so that you can obtain assistance in stabilizing this situation. You may wish for Support Services staff to participate in any meeting that you schedule with Property Management regarding this issue.

Please contact the building manager at your earliest convenience to schedule a meeting to review your placement on the No-Visit list.

Operations Manager

Cc: Support Services
    Tenant File
Notice of Failure To Pay Rent

To: ______________________

___________________________

___________________________ (date)

Dear Tenant:

This letter is to remind you that your rent is due and payable on the 1st day of each month, and late if paid after the 5th day of the month. To date, we have not received your full monthly rent payment.

Please understand that failure to pay rent is the most frequent cause for tenants to lose their housing, and we are concerned about the balance due from you.

Presently, you have an amount due of $________________________. Please pay this amount immediately. If you need assistance, please visit with our staff in the Support Services offices, or with the building manager immediately to see if you are eligible for a payment plan. If you are not eligible, you may still qualify for outside assistance that may ensure your timely rent payment.

Sincerely,

Building Manager

Cc: Tenant Services
    Tenant File
Final Notice of Failure To Pay Rent
Prior To Legal Action

To: ______________________

________________________
________________________
________________________ (date)

Dear Tenant:

This letter is to inform you that you have failed to pay rent in a timely manner for the unit you rent from our organization. Continued failure to pay the rent due or arrange for a payment plan (if eligible) will cause the organization to pursue legal action to reclaim possession of the rental unit.

We urge you to visit immediately with the Support Services staff and the building manager to arrange for a payment plan or to seek guidance in identifying agencies that may assist you with your rent payment.

If you fail to comply with rent payment requirements, the next notice you receive from us will be a 3-Day Notice to Pay Rent or Quit, and failure to comply with that notice will result in immediate legal action to terminate your tenancy.

Please contact your building manager or Support Services staff immediately to resolve this issue.

Sincerely,

Building Manager

Cc: Tenant Services
Tenant File
Three Day Notice to Pay Rent or Quit

TO: ____________________________________________________ DOES 1 to 10,
And to all other persons and occupants in possession:

YOU ARE HEREBY NOTIFIED that rent is now due and payable on the premises held and
occupied by you, being those premises situated in the City and County of San Francisco, State of
California, commonly known as [insert address of property, # ________].

Your account is delinquent in the amount of $_____________ being the rent for the periods:

FROM ______________________ THROUGH ______________________ AMOUNT

YOU ARE HEREBY required to pay said rent in full within three (3) days or remove and deliver
up possession of the above-mentioned premises, or legal proceedings will be instituted against you
to recover possession of said premises, to declare forfeiture of the lease or rental agreement under
which you occupy said premises, and to recover rents and damages together with court costs and
attorney’s fees.

AS REQUIRED by law, you are hereby notified that a negative credit report reflecting on your
credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your
credit obligations.

PAYMENTS must be made to Owner/Agent at the following address: [insert address of property],
Manager’s Office, San Francisco, California 94109.

The telephone number for the above address is [insert phone # of Mgr.s office].

PAYMENTS MADE IN PERSON may be delivered to Owner/Agent between the hours of 9:00
AM and 5:00 PM on the following days of the week: Monday through Friday.

ADVICE regarding this notice is available from the San Francisco Residential Rent
Stabilization and Arbitration Board, 25 Van Ness Avenue, Suite 320, San Francisco, California
94102.
THIS NOTICE COMPLIES with San Francisco Administrative Code Chapter 37.9(a) Subsection (1) in that the tenants have failed to pay the rent to which the landlord is lawfully entitled under the rental agreement between the tenants and the landlord.

DATED: __________________________

[insert building manager name]
Property Manager or Owner
[insert Landlord organization name],
A California non-profit corporation
Proof of Service

I, ________________________________, say: I am, and was at the time the herein mentioned service took place, over the age eighteen years and doing business in the county where said services occurred.

My business address is:
[insert building address]

Telephone # [insert building manager’s office phone #]

I served the:
_____ 3 - day notice to pay rent or quit
_____ 3- day notice to quit
_____ 3 - day notice to perform covenant
_____ 30 - day notice to perform covenant
_____ 30 - day notice to quit
_____ 30 - day notice to change terms of tenancy
_____ 60 - day notice to change terms of tenancy
_____ Notice of belief of abandonment

On defendant
(Name) _____________________________________________
______ by personally handing a copy to defendant on (date) ____________
______ by leaving a copy with (name or description) ____________________
   a person of suitable age or discretion on (date) : ___________ and mailing a copy to defendant at
   his place of residence on (date) : __________ because defendant cannot be found at residence or
   place of business.
   ______ by posting a copy on the premises on (date): _________ and mailing a copy to the
   defendant at the premises on (date) : __________ because defendants residence and usual place of
   business cannot be ascertained;

______ because no person of suitable age or discretion can be found

______ (Not for a 3-day notice) by sending a copy by CERTIFIED OR REGISTERED MAIL
Addressed to defendant on (date) : __________ at San Francisco, Ca.

Signature:___________________________________________________
Past-Due Rent Payment Pledge

I,_____________________________________ (tenant’s name), agree to the following payment schedule to ensure payment of my delinquent rent. The total delinquent rent due is $________________. The payment schedule is as follows:

<table>
<thead>
<tr>
<th>Date Due</th>
<th>Amount Due</th>
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<tbody>
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</tbody>
</table>

I further understand that the above-listed payments are in addition to my regular rent payment.

If any single payment stated above is late, all unpaid sums shall immediately become due and payable.

This document has been read to me and I fully understand my obligations.

Recommended by:

Support Staff signature Date

Accepted by:

Tenant signature Date

Approved by:

Building Manager signature Date

Cc: Support Services Supervisor
Tenant file
Notice of Belief of Abandonment
California Civil Code Section 1951.3

To:____________________________________________________________DOES 1 to 10,

And to all other persons and Occupants in Possession

This notice is given pursuant to Section 1951.3 of the Civil Code concerning the real property
leased by you at_____________________________________________
San Francisco, California. The rent on this property has been due and unpaid for 14 consecutive
days and the lessor/landlord believes that you have abandoned the property.

The real property will be deemed abandoned within the meaning of Section 1951.2 of the Civil
Code and your lease will terminate on _____________________, 2003,
Unless before such date the undersigned receives at the address indicated below a written notice
from you stating both of the following:

(1) Your intent not to abandon the real property.
(2) An address at which you may be served by certified mail in any action for
unlawful detainer of the real property.

You are required to pay the rent due and unpaid on this real property as required by the lease,
and your failure to do so can lead to a court proceeding against you.

Dated: _______________________________  By:  _________________________________
Property Manager for Landlord
Address
Telephone Number
New Tenant File Checklist

Tenant Name: _________________________________ Unit #: ____________________________
Building Name: ________________________________ Move-In date: ______________________

All of the following documents must be in the new tenant’s file when the building manager moves
the new tenant into the building. If you (building manager) do not have everything, please get it
within 24 hours from Intake Coordinator and/or Support Services.

- Application
- Certification of Homelessness
- Letter of Disability (where applicable)
- Proof of Income
- Copy ID and SS card (BC and SS cards for families)
- Final Screening document
- Consent Form
- Request for Rental Agreement
- Rental Agreement
- Demographics form (complete with tenant at move-in)
- Emergency medical information
- Copy of Unlawful Detainer report
- Lead Information notice (affidavit of service in file)
### Exhibit 6-N:
**Apartment Condition Checklist**

**Tenant’s Name:** ________________________________________________________________

**Apartment Number:** _______________

**Apartment Size:** _______________

**Date of Move-In:** _______________  **Inspector:** ___________________________________

**Date of Move-Out:** _______________

<table>
<thead>
<tr>
<th>Item</th>
<th>Move-In Condition</th>
<th>Move-Out Condition</th>
<th>Cost of Repair/Replacement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entry Area/Door</td>
<td></td>
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</tr>
<tr>
<td>Front Door Lock</td>
<td></td>
<td></td>
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<tr>
<td><strong>Demonstrate lock. Have tenant lock and unlock door.</strong></td>
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<tr>
<td>Smoke Detectors</td>
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<tr>
<td><strong>Show the tenant the detector. Make sure they understand it only detects smoke and that the unit should not be tampered with for any reason.</strong></td>
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<tr>
<td>Heat Detector</td>
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<tr>
<td><strong>Detects heat and flames and will activate at 135 degrees Fahrenheit</strong></td>
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<tr>
<td>Sprinkler</td>
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<tr>
<td>Walls</td>
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<tr>
<td>Lights/Globe</td>
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<td></td>
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<tr>
<td>Phone/Intercom</td>
<td></td>
<td></td>
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<tr>
<td><strong>If applicable. Demonstrate the use of the phone service. The phone is the property of the project. Tenants can request phone service at their own expense.</strong></td>
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<tr>
<td>Windows</td>
<td></td>
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<tr>
<td><strong>Open and close the windows. Lock and unlock the windows. If appropriate: Washing the windows is the tenant’s responsibility</strong></td>
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<tr>
<td>Screens</td>
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<tr>
<td><strong>Screens should not be removed</strong></td>
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<tr>
<td>Blinds</td>
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<tr>
<td><strong>Demonstrate how to brighten and darken room and raise and lower blinds. Windows should not be left open when blinds are down.</strong></td>
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<tr>
<td>Kitchen Sink</td>
<td></td>
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<tr>
<td><strong>Demonstrate how to use hot and cold water and explain energy-efficient faucets (if applicable). Food and garbage should not be disposed of in the sink. Clean sink with detergent and water and use Comet on stains.</strong></td>
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<tr>
<td>Cabinets/Stove/Cook Top</td>
<td></td>
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<tr>
<td><strong>Turn the oven on and off, turn each burner on and off.</strong></td>
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<tr>
<td>Refrigerator</td>
<td></td>
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<tr>
<td><strong>Make sure it is working. Show tenant the different compartments. Temperature dial should be set at “normal.” Energy efficiency dial should be “off” in the winter and “on in the summer.</strong></td>
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<tr>
<td>Countertops</td>
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<tr>
<td>Clean with soft Scrub or another gentle cleanser – do not use Comet or Ajax</td>
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<td>--------------------------------------------------</td>
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<tr>
<td>Backsplash</td>
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<tr>
<td>Clean the surface with a cleanser like Fantastic</td>
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<tr>
<td>GFI Outlet</td>
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<tr>
<td><strong>These help protect against electrical shock. Demonstrate how to reset the outlet.</strong></td>
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<tr>
<td>Regular Outlets</td>
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<tr>
<td>Unit Floor</td>
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<tr>
<td>Remind tenant to vacuum carpet or to clean vinyl tile floors with a regular floor cleaner</td>
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<tr>
<td>Closets/Wardrobe</td>
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<tr>
<td><strong>Discuss whether there is access to additional storage in the building</strong></td>
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<tr>
<td>Furnishings</td>
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<tr>
<td><strong>See attached list.</strong></td>
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<tr>
<td>Bathroom Door</td>
<td></td>
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<tr>
<td>Bathroom Door Lock</td>
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<tr>
<td><strong>Demonstrate the locking mechanism</strong></td>
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<tr>
<td>Bathroom Floor</td>
<td></td>
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<tr>
<td><strong>Discuss surface material and cleaning instructions</strong></td>
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<tr>
<td>Tub/Shower</td>
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<tr>
<td><strong>Turn the water on/off and demonstrate the use of the hot and cold water. The tub stopper is not removable.</strong></td>
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<tr>
<td>Sink</td>
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<tr>
<td><strong>Explain the energy-efficient faucets</strong></td>
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<tr>
<td>Toilet</td>
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<tr>
<td><strong>Flush the toilet. If appropriate, explain the low water level in the toilet.</strong></td>
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<tr>
<td>Medicine Cabinet</td>
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<tr>
<td>Shelves</td>
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<tr>
<td>TP Dispenser</td>
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<tr>
<td>Bathroom Walls</td>
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<tr>
<td>Bathroom Windows</td>
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<tr>
<td>Bathroom Screen</td>
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<tr>
<td>Exhaust Fan</td>
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<tr>
<td><strong>The fan is hooked up to the light switch – remind tenant to leave in on for approximately 15 minutes after bathing but not for several hours</strong></td>
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<td>Bedroom One</td>
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<td>Door</td>
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<td>Door Lock</td>
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<td>Walls</td>
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<td>Window</td>
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<tr>
<td>Window Lock</td>
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<td>Items</td>
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<td>Screens</td>
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<td>Ceiling</td>
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<td>Ceiling Light</td>
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<td>Closet</td>
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<td>Bedroom Two</td>
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<td>Closet</td>
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<td>Bedroom Three</td>
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<td>Door Lock</td>
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<td>Bedroom Four</td>
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<td>Closet</td>
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<td>Other (describe)</td>
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<td>Other (describe)</td>
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<tr>
<td>Other (describe)</td>
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</tbody>
</table>

I understand that the above-listed items are supplied for my use by ____________________ (project name) during my tenancy at their properties. These items remain the property of________________ (project name) upon termination of my lease. I agree to be responsible for any damages to these items beyond normal wear and tear. I acknowledge that I have received an orientation to
the areas/items above. I also understand that all costs are estimates and I will be charged the actual replacement cost to the owner.

Agree: __________________________________________________________

(Tenant Signature)

Date: __________________________________

Apartment Number: _______________________

1 Modified from a sample format used by Lakefront SRO, Chicago Illinois
Exhibit 6-O: Sample File Maintenance System

Side 1: Current Year and Current Lease

Current Lease
Lease Addendum (where applicable)
Release of Information (HUD forms)
Subsidy Rider (where applicable)
50059 (current annual and all current interim)
Income Verification
Medical Expense Documentation
Banking Statements
Low-Income Lease Rider
Zero Income Verification (where applicable)
Tenant Certification
Capital Assets/Students
Lease Addendum for Drug-Free Housing
Family Responsibility Lease Addendum (where applicable)
Moderate Rehab Lease Addendum (where applicable)

Side 2: One-Time Documents (move-in documents)

Tenant Profile Form
Air Conditioner Rider
Telephone Rider
Unit Inspection Form
Furnishings Form
Initial Notice of Annual Recertification
Building Rules
Audit Checklist
Section 8 Housing Assistance Payments Form

Sides 3 and 4: Old Recertifications and Leases

Oldest on bottom, most recent on top
Staple each year’s information together, separate from the other years.

Side 5: Internal Property Management Papers

Billing Notices
Adjustments to File
Security Interest Forms

Side 6: Applicant Information (application documents)

Tenant Application
Picture ID  
Birth Certificate  
Social Security Card  
Tenant Alien Card and Information (where applicable)  
Declaration of Citizenship (where applicable)  
Marriage License/Divorce Papers (where applicable)  
Medical Card  
Homelessness Verification  
Things You Should Know Form  
Income Verifications (employers, etc.)  
Previous Landlord Verifications  
HUD 9887A form  
Credit Check  
Tenant Screening Sheet  

Suggestions for Organizing Tenant Files

1. Staple lease packets together for old recerts before putting into the middle of the folder. This way we know which forms go together.  
2. If the tenant’s copy of the forms come to Occupancy, return them to the tenant.  
3. Don’t put duplicates of forms in the files.  
4. Fold up long forms so nothing sticks out over the end of the file. Not only does this look better but the forms last longer and are more legible, and the unit numbers are visible.

1 Adapted from the file maintenance system used by Lakefront SRO.
Exhibit 6-P:
Safety Tips for Management Staff and Tenants

(Reprinted with permission by The National Center for Housing Management, Inc.)

Safety Tips for Management Staff

Bathroom

- Install well-anchored grab-rails for toilets, bathtubs and showers (for disabled tenants).
- Insulate electric pull chains.
- Ensure electrical outlets are ground default.

Stairways, Halls and Entrances, Doors and Windows

- Light all stairways and halls adequately.
- Provide railings and banisters (not too broad or close to the wall) and keep them in good repair.
- Fasten rugs and carpeting securely.
- Use non-skid tread on stairs.
- Keep stairways and halls free of toys, brooms, pails and all other loose articles.
- Paint top and bottom steps in easily seen colors, or put brightly colored tap on their edges.
- Remove raised doorsills (or, if removal isn’t practical, treat them like top and bottom steps in a stairway and use bright colors to make them highly visible).
- Replace window, door and other glass with plastic or safety glass (even if not required by building and housing codes).

Outside the Building

- Keep all walks and stairs free of ice, snow and wet leaves.
- Keep walks, stairs and yards free of broken glass, rusty wire and other dangerous litter.
- In all areas where people walk—both lawns and walkways—keep shrubs and trees trimmed to avoid cuts, scratches, and head and eye injuries.
- Fill lawn holes.
- If you use clotheslines, either keep them folded up when they’re not in use or keep the lines above people’s heads.

Attic, Utility Room, Basement and Garage

- Throw trash out regularly—don’t let rubbish and inflammable litter accumulate.
- Provide adequate lighting.
- Provide metal containers for ashes.
- Store all sharp tools out of the reach of children.
- Open garage doors whenever running a gasoline motor inside.
- Keep all ladders in good repair.
- Install regulator on central water heater.
- Protect all electric circuits with proper-size fuses.
- Keep flashlight handy to inspect gas meter, fuse box or oil heater.
- Keep all power tools lubricated and free of dust, sawdust, etc.
- Store paints, oil cleaners and wash and polish cloths in tightly capped metal cases, away from heat.
- Don’t keep paint or oily rags after use—they can ignite spontaneously.

**Throughout the Home and the Development**
- Keep a good first-aid kit available.
- Make sure fire extinguishers are readily available, properly charged and ready to use.
- Mark poisons and keep them out of children’s reach.
- If any windows are less than 30 inches from the floor, put guardrails in front of them to keep things and people from falling out.
- Put nonskid pads under all rugs (except wall-to-wall carpeting), especially small ones, such as runners and throw rugs.
- Keep electric cords clear of passageways.
- When unplugging an electrical cord, always hold the plug itself; never pull the wire.
- Unplug lamps before changing bulbs.
- Don’t overload wiring with too many appliances on one outlet.
- When a fuse or circuit breaker blows, correct the cause of the overload; never just bypass the system.
- Inspect all flues, pipes and chimneys regularly.
- Use nonflammable, flame-resistant or flame-retardant fabrics in rugs, draperies and furniture coverings.

**Safety Tips for Tenants**

**Kitchen**
- Keep the floors clean and dry at all times.
- Keep handles of cooking utensils turned inward on the stove.
- Use a sturdy ladder when reaching into high cabinets.
- Keep matches in a metal container and away from children.
- Keep curtains secure to prevent them from blowing near the stove.
- Keep electrical appliances away from sinks.
- Keep knives and scissors sheathed and away from small children.
- Store cleaning fluids and strong washing compounds out of the reach of children.
- When grease spills on stoves and floors, clean it up immediately.

**Bathroom**
- Use nonskid mats in shower and tub and on floor.
- Store and dispose of razor blades in closed containers.
- Provide a sturdy stool for small children using the sink.
- Avoid using electrical appliances near anything wet.
- Clean out medicine cabinets regularly. Label all medicines clearly.
Stairways, Halls and Entrances, Doors and Windows

- Light all stairways and halls adequately.
- Fasten rugs and carpeting securely.
- Use nonskid tread on stairs.
- Keep stairways and halls free of toys, brooms, pails and all other loose articles.
- Use gates at the head and foot of stairways to protect small children (in houses or apartments with more than one floor).
- Paint top and bottom steps in easily seen colors, or put brightly colored tape on their edges.

Outside the Building

- If you have clotheslines, either keep them folded up when they’re not in use, or keep the lines above people’s heads.

Bedroom

Living Room

- Arrange furniture to allow for passage in the dark.
- Keep all chairs and other furniture in good repair.
- Provide ashtrays for cigarettes.

Attic, Utility Room, Basement and Garage

- Throw trash out regularly—don’t let rubbish and inflammable litter accumulate.
- Store all sharp tools out of the reach of children.
- Open garage doors whenever running a gasoline motor inside.
- Keep all ladders in good repair.
- Keep all power tools lubricated and free of dust, sawdust, etc.
- Store paints, oil cleaners, and wash and polish cloths in tightly capped metal cases, away from heat.
- Don’t keep paint or oily rags after use—they can ignite spontaneously.

Throughout the Home

- Keep a good first-aid kit available.
- Make sure home fire extinguishers are readily available, properly charged and ready to use.
- Make sure smoke detectors are properly operating.
- Mark poisons and keep them out of the reach of children.
- Put nonskid pads under all area rugs, especially small ones, like runners or throw rugs.
- Keep electrical cords clear of passageways.
- Keep electrical outlets covered if small children are present in the home.
- When unplugging an electrical cord, always hold the plug itself; never pull the wire.
• Unplug lamps before changing a bulb.
• Do not overload wiring with too many appliances on one outlet.
• When a fuse or circuit breaker blows, correct the cause of the overload; never just bypass the system.
• Leave room for air to circulate around TVs and radios.
• Never leave an iron unattended or put it away while still warm.
• Use nonflammable, flame-resistant or flame-retardant fabrics in rugs, draperies and furniture coverings.
Home Health Care Provider
Physician’s Response Form

Physician’s Name: ______________________
Address: __________________________________
________________________________________
________________________________________

Date: _________________________________

Re: Patient Name: ______________________
Property: ________________________
Address: _______________________

Dear Property Manager:

I have reviewed the medical condition of the above-listed patient. It is my professional opinion, hereby certified by my signature below, that the patient’s medical condition requires and would substantially benefit from the attendance of a Home Health Care Provider. I believe that this type of support will continue to enable my patient to safely maintain an independent living situation.

Specifically, I believe that the patient requires and would benefit from the attendance of a Home Health Care Provider for the following number of nights per month:______________ .

___________________________________________
(Physician’s Signature - required)

___________________________________________
(Physician’s Phone Number . required)
Home Health Care Provider
Authorization Agreement

Property Name: _________________________________
Re: Tenant _________________________________
Unit # _________________________________
Address _________________________________

Effective, __________________________ (date), I shall provide Home Health Care services to the
above-listed tenant at the above-listed residence.

Per medical documentation submitted by the tenant, I am authorized to spend________ nights per
month in the unit as a Home Health Care Provider. I have provided documentation of my
employment in this capacity.

I understand that I must immediately notify the building manager, terminate this agreement, and
vacate the premises if my employment as a Home Health Care Provider to the above-named tenant
ends for any reason, including the tenant no longer requiring such services.

I agree to abide by the House Rules and any other regulations that govern behavior on the property.

I understand that I in no way establish tenancy. I understand that failure to abide by the terms of this
agreement will result in Management terminating the agreement and requiring my immediate exit
from the premises.

________________________________   ________________________________
Signature        Date

_____________________________ Name of Home Health Care Provider
_____________________________ Social Security Number
_____________________________ Date of Birth

_______________________________________   ________________________________
Manager’s Signature      Date

(Manager: verify medical documentation, agency employment of Home Health Care Provider.
Attach copies of these documents and Home Health Care Provider’s Social Security and
Governmental I.D. cards)

cc: Tenant File, Support Services, Operations Manager
Pet Agreement  
[Addendum to Rental Agreement]

This agreement forms a part of the Rental Agreement dated ________________ by and between 
the Landlord and ______________________________ (tenant head of household).

Tenant(s) desires to keep a pet named ___________________________ and 
described as a ___________________________________________ in the 
dwelling he/she occupies under the 
Rental Agreement referred to above, and because this agreement specifically prohibits the keeping 
of pets without the Landlord’s permission, the tenant(s) agrees to the following terms and 
conditions in exchange for this permission:

1. Tenant agrees to keep his/her pet under control at all times.
2. Tenant agrees to keep the pet on a leash or in a cage. and in the direct control of the owner at all 
times while the pet is in common areas (hallways, elevators, stairways, etc.)
3. Tenant agrees not to leave the pet unattended for any unreasonable period.
4. Tenant agrees to dispose of their pet’s droppings properly and quickly.[All cat litter will be 
placed in a plastic bag and securely tied before putting it in the garbage chute.]
5. Tenant agrees to keep pet from causing discomfort or annoyance to others and will immediately 
remedy any complaints made through the Landlord or Landlord’s Agent.
6. Tenant agrees to pay immediately for any damages, loss, or expense caused by their pet, and will 
add an additional $___________ to his/her Security Deposit, any of which may be used for 
cleaning or repairs when tenants vacate.[This added deposit will be returned to tenant within 
30 days after that he/she no longer keeps this pet, with the subtraction of any amount required to 
cover damages or loss sustained by the property.]
7. Tenant agrees to remove his/her pet’s offspring from the premises within six (6) weeks after 
birth. Tenant agrees to inform building manager immediately upon pet giving birth to offspring.
8. Tenant agrees and understands that this agreement and terms permit them to keep ONLY the one 
pet named and described above. No other pets will be kept for any period of time without the 
express written permission of the owner.
9. Tenant agrees to provide proof of vaccination (for cats . FVRCP; for dogs. rabies & DHOPP; or 
as modified by local law). Tenant will provide initial proof of vaccination prior to executing the 
Pet Addendum to the Lease, and annually thereafter to the building manager.
10. Tenant agrees and understands that Landlord or Landlord’s Agent reserves the right to revoke 
permission to keep the pet should tenant break the conditions of this agreement.

Dated: _________________ Signed: ____________________________ (Head of Tenant Household)

Dated: _________________ Signed: ____________________________ (Landlord’s agent)
Unit Transfer Request Form

Name of Tenant: ____________________________________
Current Unit/Address: ________________________________
Date of Application for Transfer:________________________

Notes:

We do not transfer tenants from one building to another. All transfers must occur within the building you currently reside in.
Transfer requirements include: current in rent, security deposit paid in full, unit in good condition, and no recent House Rule or rental agreement violations.

Is this transfer for medical reasons?______________. If yes, provide medical documentation.

Is this transfer due to changes in household size?______________. If yes, describe changes:

Where do you want to transfer to? Please be as specific as possible regarding building floor, side of the building (front/back, east/west, etc.), or specific unit numbers or unit type:
________________________________________________________________________________
________________________________________________________________________________

Reason for Transfer:
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________

Tenant’s Signature: ________________________________________________
Building Manager’s Sign-off: __________________________________________
Building Manager’s Comments:________________________________________

Cc: Support Services
    Tenant File
    Operations Manager/Director of Property Management
Parking Lot Agreement

I,________________________________________, hereby agree to abide by the terms and conditions set forth in this Agreement. I understand violation of these terms and conditions will subject my vehicle to towing at my own expense.

I agree to pay a fee of $_______. 00 per month for use of one parking space in the rear parking lot of the________________________________________ Residence. I will pay the fee by the fifth day of the month.

Spaces are to be used for parking purposes of operable vehicles only. No maintenance work is to be performed in the lot spaces or anywhere in the parking lot. Vehicles in the lot must not be used for housing. Subletting of the space is not permitted. Parking area security concerns should be reported to the building management immediately. Immediate re-closure of the gate is mandatory.

I agree to deposit $35.00 for use of the electronic parking gate opener. I understand that if I fail to return the gate opener, or if the gate opener is damaged upon return, I will forfeit my deposit in full. The deposit may also be used to cover any costs for damage repair to the gate or mechanical opening devices.

I have been assigned to use parking space #________________________

This agreement is subject to immediate termination by either the lessor or lessee, without prior warning.

Vehicle Make:__________________________ Model:_______________________________
Year:_________________________________ License Plate Number: ___________________
Color(s):________________________________

Release of Liability:

I hereby release the Landlord from any liability for my vehicle when it is parked in the parking area. This release includes any loss and/or damage to the vehicle itself and/or possessions.

Tenant Signature ___________________________________  Date _____________________

Owner/Agent Signature ______________________________  Date _____________________

(Manager: Verify proof of registration and insurance. File a copy of this Agreement and those documents in the tenant’s file. Provide a copy of this Agreement and all documents to the operations manager.)
Notice of Vacancy

Owner: ________________________________

Owner/Agent#: ________________________________

Tenant Name: ________________________________

Tenant Address: ________________________________

Date Tenant Vacated: ________________________________

30-Day Notice Given? □ Yes □ No

Eviction? □ Yes □ No

Surrender of Premises? □ Yes □ No

Abandoned? □ Yes □ No

Deceased? □ Yes □ No

_________________________________________   ____________________
Owner/Agent Signature        Date

___________________________________________
Owner/Agent Telephone
Move-Out Data Sheet

Tenant Name: _____________________________________
Building: _________________________________________ Unit #: ______________________

Date Notice Received: ______________________________
Date Tenant Vacated: ______________________________

Forwarding Address: ______________________________________________________________
_______________________________________________________________________________

Reason for Leaving our Housing:_____________________________________________________
________________________________________________________________________________

CHARGES to TENANT: (List all charges for damage beyond normal wear and tear that should be applied to former tenant’s account.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Work to Do</th>
<th>Charge Key</th>
<th>Charge to Tenant (mgr fill in)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cleaning</td>
<td>Heavy</td>
<td>$135</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Medium</td>
<td>$75</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Light</td>
<td>$35</td>
<td></td>
</tr>
<tr>
<td>Painting</td>
<td>Entire Unit</td>
<td>$135</td>
<td>$</td>
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<tr>
<td></td>
<td>Touch-up</td>
<td>$45</td>
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</tr>
<tr>
<td>Carpet</td>
<td>Replacement</td>
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<td>$</td>
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<tr>
<td></td>
<td>Cleaning</td>
<td>$45</td>
<td></td>
</tr>
<tr>
<td>Sink</td>
<td>Repair</td>
<td>$45</td>
<td>$</td>
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<tr>
<td></td>
<td>Replacement</td>
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<tr>
<td>Stove</td>
<td>Repair</td>
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<td>$</td>
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<tr>
<td></td>
<td>Replacement</td>
<td>$250</td>
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<tr>
<td>Refrigerator</td>
<td>Repair</td>
<td>$45</td>
<td>$</td>
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<tr>
<td></td>
<td>Replacement</td>
<td>$250</td>
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<tr>
<td>Walls</td>
<td>Patching</td>
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<td>$</td>
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<tr>
<td>Floor Tiling</td>
<td>Repair</td>
<td>$90</td>
<td>$</td>
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<tr>
<td>Windows</td>
<td>Replacement</td>
<td>$100 per</td>
<td>$</td>
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<td></td>
<td>window</td>
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<td></td>
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<tr>
<td>Unit door lock</td>
<td>Replace cylinder</td>
<td>$25</td>
<td>$</td>
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<tr>
<td>Other (1)</td>
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<tr>
<td>Other (2)</td>
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</table>

Prepared by: _________________________________________ Date: _______________________
(building manager sign here)

Cc: Tenant File
Finance Manager (within 72 hours of Vacancy)
Unsanitary Conditions

To: _____________________________
_______________________________
_______________________________
_______________________________ (date)

Dear Tenant:

We are very concerned about the condition of your housing unit. Recent pest control visits have indicated that you are accumulating debris and creating a health and sanitation hazard for yourself and other tenants.

This situation must be corrected quickly.

Please visit me in my office immediately so that we can address this problem together. I also strongly encourage you to contact our Support Services staff. They are available to help you with this issue.

We want to work with you to restore your unit to a decent condition. Please contact us today.

Sincerely,

Building Manager

Cc:  Support Services
     Tenant File
Tenant Maintenance Charge-Back

Date: ____________________________________________

Tenant Name: _____________________________________

Address: _________________________________________ Unit #: __________________

Our Maintenance Team and/or outside vendors have completed repairs to your unit and/or to other areas of the premises which were caused by your actions and are beyond normal wear and tear.

Therefore, these repairs - material and labor - will be billed to your account in the following amount.

<table>
<thead>
<tr>
<th>Repair</th>
<th>$ Parts</th>
<th>$ Labor</th>
<th>Total Cost</th>
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</table>

Total Cost $______________

Please contact the building manager to arrange for immediate payment (or a payment plan) for these charges.

Thank you,

[insert organization name, address]

cc: Finance Manager