



**CITY OF SOUTH PASADENA
CITY COUNCIL
HOUSING AUTHORITY - BOARD OF DIRECTORS**

AGENDA

**SPECIAL MEETING
WEDNESDAY, APRIL 19, 2023, AT 7:01 P.M.**

**AMEDEE O. "DICK" RICHARDS JR. COUNCIL CHAMBERS
1424 MISSION STREET, SOUTH PASADENA, CA 91030**

South Pasadena City Council/Board of Directors Statement of Civility

As your elected governing board, we will treat each other, members of the public, and City employees with patience, civility, and courtesy as a model of the same behavior we wish to reflect in South Pasadena for the conduct of all City business and community participation. The decisions made tonight will be for the benefit of the South Pasadena community and not for personal gain.

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

The South Pasadena City Council/Housing Authority Board of Directors Meeting, will be conducted in-person from the Amedee O. "Dick" Richards, Jr. Council Chambers, located at 1424 Mission Street, South Pasadena, CA 91030.

Public participation may be made as follows:

- In Person – Council Chambers, 1424 Mission Street, South Pasadena, CA 91030
- Live Broadcast via the City website – http://www.spectrumstream.com/streaming/south_pasadena/live.cfm
- Via Zoom – **Webinar ID: 825 9999 2830**
- Written Public Comment – written comment must be submitted by 12:00 p.m. the day of the meeting by emailing to ccpubliccomment@southpasadenaca.gov.
- Via Phone – +1-669-900-6833 and entering the Zoom Meeting ID listed above.

Meeting may be viewed at:

1. Go to the Zoom website, <https://zoom.us/join> and enter the Zoom Meeting information; or
2. Click on the following unique Zoom meeting link:
<https://us06web.zoom.us/j/82599992830> or
3. By calling: +1-669-900-6833 and entering the Zoom Meeting ID listed above; and viewing the meeting via http://www.spectrumstream.com/streaming/south_pasadena/live.cfm

CALL TO ORDER:

Mayor/Chair

Jon Primuth

ROLL CALL:

Mayor/Chair

Jon Primuth

Mayor Pro Tem/Vice Chair

Evelyn G. Zneimer

Councilmember/Authority Member

Jack Donovan

Councilmember/Authority Member

Michael A. Cacciotti

Councilmember/Authority Member

Janet Braun

PUBLIC COMMENT GUIDELINES

The City Council/Housing Authority Board of Directors welcomes public input. Members of the public may comment on a non-agenda subject under the jurisdiction of the City Council/Housing Authority Board of Directors or on an agenda item. Members of the public will have three minutes to address the City Council/Housing Authority Board of Directors, however, the Mayor/Chair and City Council/Authority Members may adjust the time allotted, as needed.

Public Comments received in writing will not be read aloud at the meeting, but will be part of the meeting record. Written public comments will be uploaded to the City website for public viewing under Additional Documents. When submitting a public comment, please make sure to include the following:

- 1) Name (optional), and
- 2) Agenda item you are submitting public comment on.
- 3) Submit by no later than 12:00 p.m., on the day of the City Council/Housing Authority Board of Directors meeting. Correspondence received after this time will be distributed the following business day.

PLEASE NOTE: The Mayor/Chair may exercise the Chair's discretion, subject to the approval of the majority of the City Council/Housing Authority Board of Directors, to adjust public comment time limit to less than three minutes, as needed.

Pursuant to State law, the City Council/Housing Authority Board of Directors may not discuss or take action on issues not on the meeting agenda, except that members of the City Council/Housing Authority Board of Directors or staff may briefly respond to statements made or questions posed by persons exercising public testimony rights (Government Code Section 54954.2). Staff may be asked to follow up on such items.

PUBLIC COMMENT**1. PUBLIC COMMENT**

Public Comment will be limited to three minutes per speaker for the agendized item only, and will be taken after staff presentation of the agendized item.

CONSENT CALENDAR**OPPORTUNITY TO COMMENT ON CONSENT CALENDAR**

Items listed under the Consent Calendar are considered by the City Manager to be routine in nature and will be enacted by one motion unless a public comment has been received or Councilmember requests otherwise, in which case the item will be removed for separate consideration. Any motion relating to an ordinance or a resolution shall also waive the reading of the ordinance or resolution and include its introduction or adoption as appropriate.

2. APPROVE AND AUTHORIZE EXECUTION OF LEASE AGREEMENT FOR 308 SAN PASCUAL AVENUERecommendation

It is recommended that the City Council, serving as the Board of Directors of the South Pasadena Housing Authority:

1. Approve the South Pasadena Housing Authority Public Housing 2023 Lease Agreement for the low to moderate income rental property at 308 San Pascual Avenue; and
2. Authorize and direct the City Manager, serving as the Executive Director of the South Pasadena Housing Authority, to enter into the lease agreement for the South Pasadena Housing Authority owned property at 308 San Pascual Avenue.

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE CITY COUNCIL MEETINGS

April 26, 2023	Joint Special Meeting with Mobility and Transportation Infrastructure Commission (State of Streets)	6:30 P.M.
April 29, 2023	Joint Special Meeting with Planning Commission (State of Housing) War Memorial Building, 435 Fair Oaks Avenue	9:00 A.M.
May 3, 2023	Joint Special Meeting with Library Board of Trustees (Library Study Session)	6:00 P.M.

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

City Council meeting agenda packets, any agenda related documents, and additional documents are available online for public viewing on the City’s website:

www.southpasadenaca.gov/CityCouncilMeetings2023


Regular meetings are live streamed via the internet at:

http://www.spectrumstream.com/streaming/south_pasadena/live.cfm

AGENDA NOTIFICATION SUBSCRIPTION

If you wish to receive an agenda email notification please contact the City Clerk’s Division via email at CityClerk@southpasadenaca.gov or call (626) 403-7230.

ACCOMMODATIONS

 The City of South Pasadena wishes to make all of its public meetings accessible to the public. If special assistance is needed to participate in this meeting, please contact the City Clerk’s Division at (626) 403-7230 or cityclerk@southpasadenaca.gov. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities. Notification at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

CERTIFICATION OF POSTING

*I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **April 19, 2023**, on the bulletin board in the courtyard of City Hall located at 1414 Mission Street, South Pasadena, CA 91030, and on the City website as required by law, on the date listed below.*

04/13/2023	/S/
Date	Mark Perez, Deputy City Clerk



Housing Authority Agenda Report

ITEM NO. 2

DATE: April 19, 2023

FROM: Arminé Chaparyan, City Manager *AC*
and Executive Director of the South Pasadena Housing Authority

PREPARED BY: Angelica Frausto-Lupo, Community Development Director
Leah Demarest, Senior Management Analyst for Housing Programs

SUBJECT: **Approve and Authorize Execution of Lease Agreement for 308 San Pascual Avenue**

Recommendation

It is recommended that the City Council, serving as the Board of Directors of the South Pasadena Housing Authority:

1. Approve the South Pasadena Housing Authority Public Housing 2023 Lease Agreement for the low to moderate income rental property at 308 San Pascual Avenue; and
2. Authorize and direct the City Manager, serving as the Executive Director of the South Pasadena Housing Authority, to enter into the lease agreement for the South Pasadena Housing Authority owned property at 308 San Pascual Avenue.

Executive Summary

The South Pasadena Housing Authority owns one residential unit at 308 San Pascual Avenue, which is leased to tenants at an affordable rate. The South Pasadena Housing Authority's 2021 lease agreement for the residential rental of the property at 308 San Pascual Avenue has expired. Staff has drafted a new lease agreement for the Housing Authority to enter into with the existing tenants ("lessee"). The proposed lease agreement contains the following changes from the previous lease agreement:

- Addition of a sixth household member;
- An increase in monthly rent from \$900 to \$945; and
- New contact information for the Housing Authority.

If approved, the new monthly rent amount will provide an increase of \$540 in annual revenue to the City's Housing Authority account from the monthly rent.

Background

The South Pasadena Housing Authority ("lessor") was established in April 2011 to assume the rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the dissolved Community Redevelopment Agency of South Pasadena ("CRA"). In March 2012, the City, as successor agency to the CRA, conveyed

by quitclaim deed the real property located at 308 San Pascual Avenue (“property”) to the lessor. The property contains a two-bedroom single-family home.

In June 2013, City Council, sitting as Board of Directors of the lessor, approved a lease agreement for rental of the property to a low- to moderate-income household with lessee. The lease agreement was entered into shortly thereafter by the lessee and the lessor and was effective July 1, 2013.

From 2014 through 2021, the lessor subsequently entered into a new 12-month lease agreement with the lessee. The most recent lease agreement expired on August 1, 2021, causing the lessee’s occupancy to become month-to-month. The lessee has expressed a desire to continue to occupy the property, and staff has verified the lessee’s continued income-eligibility.

Analysis

The proposed 12-month lease agreement (“Lease Agreement”) will be effective May 1, 2023. The City Attorney and City Council, in closed session on March 1, 2023, have reviewed the terms and conditions.

The Lease Agreement uses the same form of previous lease agreements and includes three material changes:

First, in Section 1(B), a sixth member of the lessee’s household has been added. The property is occupied by the lessee and their four children. Staff confirmed that the occupancy is consistent with Los Angeles County Development Authority’s continued occupancy standards, which set a maximum occupancy in a two-bedroom unit for an existing renter household at six persons.

Second, in Section 2(BA), the monthly rent has been increased from \$900 to \$945. Staff reviewed the lessee’s 2021 tax returns to determine the lessee’s continued income-eligibility to rent the property. The lessee’s 2021 adjusted gross income qualifies them as a Very Low-Income household, according to the 2022 Income Limits published by the California Department of Housing and Community Development (“HCD”). Per California Health & Safety Code Section 50053, an affordable rent, including a reasonable utility allowance, for a Very Low-Income household for a two-bedroom unit shall not exceed \$1,025 per month. A lower rent is included in the Lease Agreement to minimize the cost burden on the lessee and, in turn, support the lessee’s housing stability.

The maximum allowable rent calculation entails a two-step process: 1) determination of household income level based on HCD’s 2022 Income Limits and 2) calculation of maximum allowable rent using the Area Median Income in HCD’s 2022 Income Limits “adjusted for family size appropriate for the unit” and applicable percentages as defined in Health and Safety Code Section 50053. The calculation is as follows.

1. Determination of household income level based on HCD’s 2022 Income Limits.

The Income Limit for a 6-person household with a Very Low Income is \$69,100. As previously mentioned, the lessee’s adjusted gross income qualifies them as a Very Low-Income household.

2. Calculation of rent using the Area Median Income in HCD’s 2022 Income Limits “adjusted for family size appropriate for the unit” and applicable percentages defined in Health and Safety Code Section 50053.

Health and Safety Code Section 50053 provides that for Very Low-Income households, “affordable rent,’ including a reasonable utility allowance,” shall not exceed “the product of 30 percent times 50 percent of the area median income adjusted for family size appropriate for the unit.” For projects with no federal assistance, household size is set at number of bedrooms in unit plus one. For projects with federal assistance, household size may be set by multiplying 1.5 by the number of bedrooms in unit. The family size appropriate for a two-bedroom unit is a family of three persons. According to HCD’s 2022 Income Limits, the median income in Los Angeles County for a 3-person household is \$82,000. The product of 30% times 50% of \$82,000 is \$12,300. The not-to-exceed affordable monthly rent, including a “reasonable utility allowance,” for a Very Low-Income household in a two-bedroom unit is \$12,300 divided by 12 months, or \$1,025.

As has been the custom in previous lease agreements, in Section 2(C), the security deposit to be given by lessee to lessor at the time lessee signs the Lease Agreement is in the amount of the increase in monthly rent: \$45.00. Staff served the tenants by mail a written Notice of Rent Adjustment on March 27, 2023 per section 5(A)(3) of the previous lease agreement.

Finally, in Section 15, the lessor’s contact information was changed to include a single point of contact for both rent payment/lease changes matters and maintenance issues. This contact is the Housing Authority, in care of Leah Demarest, Senior Management Analyst for Housing Programs.

Fiscal Impact

The Lease Agreement will provide an increase of \$540 in annual revenue to the City’s Housing Authority account from the monthly rent.

Key Performance Indicators and Strategic Plan

This item aligns with Strategic Plan priority 5, Plan for Affordable Housing to Comply with State Mandates and Respond to Community Needs.

Commission Review and Recommendation

This item was not reviewed by a commission or board.

Attachment: Proposed Lease Agreement for 308 San Pascual Avenue

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ATTACHMENT 1

Proposed Lease Agreement

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information and otherwise provide false, incomplete or misleading information is a material breach of this Lease Agreement and the discovery that any such information is false or that information was misrepresented may result in termination of this Lease and/or retroactive rent charges or other action deemed appropriate under Federal, State and/or local law.

- E. Resident acknowledges that the Residence is not a security complex. Management makes no representations or warranty that the Residence is secure from theft or any other criminal act perpetrated by any other person.

2. PAYMENTS OF RENT DUE UNDER THIS LEASE

- A. Beginning May 1, 2023, the monthly rent (“Rent”) shall be \$945.00. Rent shall be paid on or before the first day of each calendar month. The amount due shall be less the \$100 Utility Allowance described in Paragraph 3A. applied as a credit against Resident’s monthly Rent payment for each month for which the Utility Allowance is applicable.

If Rent is not paid in full by the fifth (5th) business day of each calendar month, Resident shall pay to the Management a late rent charge of twenty-five dollars (\$25.00) due two weeks after receiving the notice. Management shall collect a fee in the amount charged the HA by the bank anytime a check is not honored for payment. For security reasons, Management shall not accept cash payment of rent.

- B. Residents who fail to pay monthly rent by the fifth (5th) business day of each calendar month are delinquent. Being delinquent in rent payment more than three (3) times during the twelve (12) month term of this Lease shall be a material breach of this Lease, unless any such delinquency is outside the control of the Resident and is documented by Resident to the satisfaction of Management.
- C. At the time that Resident signs this Lease, he/she will give Management a “Security Deposit” of \$45.00; this amount shall be retained during any renewal of the Lease. After this Lease terminates, Management has the right to apply such amounts from the Security Deposit as are reasonably necessary to remedy damages suffered or cost incurred by Management due to any of the following: Resident's nonpayment of rent or any other charges, damage to the Residence caused by Resident, Resident's household members or guests or visitors, and which exceeds normal wear and tear, and Management's expenses in cleaning the Residence. Within twenty-one (21) days after the Resident vacates the Residence, the refundable amount (if any) of the Security Deposit will be returned and, unless the full Security Deposit is returned, a written itemization of costs, charges or expenses or damages incurred and the disposition of the Security Deposit will be mailed to Residents' forwarding address. If Resident fails to provide a forwarding address, Management shall hold any refund in trust for Resident, without interest. If such costs, charges or expenses or damages exceed the amount of the Security Deposit, Resident will immediately pay the difference and shall remain obligated for such excess charges, expenses or damages after any termination of the Lease.

3. UTILITIES AND APPLIANCES

_____ Resident’s initials _____ HA initial

- A. It is the responsibility of the Resident to obtain utilities in his/her own name with the local utility supplier. Resident's failure to retain utility service is a material breach of this Lease.

Management shall provide Resident with an allowance in a monthly amount equal to \$100 ("Utility Allowance") for the following utilities paid directly by the Resident to the utility supplier:

Electricity Gas Heat Water Trash Removal

Management does not provide appliances; it is the responsibility of the Resident to provide their own cooking range and Refrigerator. The resident is responsible for the maintenance and upkeep of such appliance(s) in a safe working order. Failure to maintain such appliance(s) in this manner is a material breach of the Lease.

The \$100/month Utility Allowance shall be applied as a credit against the Rent owed under Paragraph 2.A.

4. OTHER CHARGES

- A. Resident shall pay other reasonable charges ("Other Charges") beyond normal wear and tear for repair or damage to the Residence or for unauthorized alteration to the Residence caused by Resident, other household members or guests. Other Charges shall be billed to Resident and will specify damaged items, corrective action taken and cost of labor and/or materials to correct damages. Any unauthorized alteration to the Residence caused by Resident shall constitute a material breach of the Lease.
- B. Management will accept payments of Other Charges separately from payments of rent owed by Resident. The failure of Resident to pay Other Charges when due will constitute a material breach of the Lease. Other Charges will be due and payable the first day of the second calendar month following the calendar month in which the Other Charges are incurred.

5. REDETERMINATION OF RENT AND OCCUPANCY

- A. (1) About once a year, or more frequently as requested by Management, Resident, who elects to pay income-based rent, must provide Management, upon Management's request, with a true and complete written verification of all family income including anticipated income from all sources, family composition, and any other information deemed pertinent by Management, which will be reviewed by Management to determine whether the rent being paid should be changed and/or if Resident is still eligible for continued occupancy in the Residence. If family composition changes requiring a change in unit size, Resident agrees to transfer to an appropriate size dwelling unit based on family composition upon one transfer offer by Management. If Resident refuses or fails to transfer to an appropriate size dwelling unit based on family composition (except for good cause refusal as set forth in Admissions and Continued Occupancy Policy), such refusal shall be a material breach and Management

_____ Resident's initials _____ HA initial

may terminate the Lease. Each review and redetermination of rent and occupancy in the Residence (“Regular Review”) will be made in accordance with approved Admissions and Continued Occupancy Policy available in Management's Office and incorporated herein by reference, subject to the current applicable Los Angeles County Income Limits and Affordable Housing Costs.

(2) Management may begin processing the Regular Review prior to making a determination of whether or not to renew Resident's Lease. Management's action to begin the Regular Review shall not be deemed a waiver by Management of its right to refuse renewal of a Resident's Lease in accordance with Section 1A herein.

(3) Any rent adjustment required as a result of the Regular Review will be effective thirty (30) days after service on Resident of a Notice of Rent Adjustment as provided in subparagraph D below. The Resident may ask for an explanation stating the specific grounds of Management’s determination. If Resident does not agree with the determination, the tenant shall have the right to request a hearing under Management’s grievance procedure. The Regular Review will occur on or about the same date or dates each calendar year during Resident's occupancy. If Resident or Resident's household does not provide Management the written verification as to all items requested as described above, or execute authorization to release such items, within ten (10) days of Management's request, or if Resident or Resident's household misrepresents any material fact or omits or fails to state any material fact therein, then Resident will have materially breached this Lease.

B. Interim Rent Redetermination

(1) The monthly rent described in Section 2 of this Lease as adjusted pursuant to the latest Regular Review described in subparagraph (A) above, will remain constant for the period between Regular Reviews, unless during such a period any of the following "Changes in Circumstance" occur:

- (a) There is a loss of head of household (Resident) due to death, abandonment, separation, divorce or other continuing circumstances. In such event the Lease shall terminate and a new Lease shall be executed by a responsible, residual adult family member deemed legally eligible by the accepted Admissions and Continued Occupancy Policy (a copy of which is on file in Management's office and which is incorporated herein by reference), and Management.
- (b) There is a loss of any person(s) other than head of household, whose name is listed in Section 1 (A), as a “Resident”.
- (c) There is an addition of a member of the household who is 18 years of age or older, by marriage, remarriage, cohabitation or otherwise, and the additional member is added to the Lease in accordance with Management's policy.
- (d) Resident can show a change in his/her family circumstances (such as decrease in income) or other similar circumstances which will create a hardship to the Resident in relation to the prompt payment of the rent. In the event the monthly rent payment is

_____ Resident’s initials _____ HA initial

decreased because of a verifiable hardship to Resident, Resident must promptly report to management any increases in family income which occur, and the monthly rent will be appropriately adjusted.

- (e) There is an additional source of income for any eligible family member or an addition of a family member to the household.

A TRUE AND COMPLETE STATEMENT OF ALL CHANGES DESCRIBED IN SUBPARAGRAPHS (a), (b) (c) (d) AND (e) ABOVE MUST BE REPORTED TO MANAGEMENT WITHIN TEN (10) CALENDAR DAYS OF THEIR OCCURRENCE AND ANY FAILURE BY RESIDENT TO DO SO OR ANY MISREPRESENTATION OF ANY SUCH CHANGES WILL BE A MATERIAL BREACH OF THE LEASE.

(2) If, upon verification of a Change in Circumstances, Management determines that Resident's monthly rent does not conform to regulatory requirements, an adjustment in the monthly rent will be made. Interim adjustments in the monthly rent will be effective as follows:

- (a) Any decrease in rent will be effective on the first day of the calendar month following the month in which a Change in Circumstances was reported. If the reduction in income is reported after the HA's cut-off date for the following month's rent set-up, Management will charge the resident the former, higher rent, subject to a credit when the circumstances of reduction are verified.
- (b) Any increase in rent will be effective on the first day of the second calendar month following the month in which the Change in Circumstance occurred.
- (c) No interim increase or decrease in rent will be made until all the information for making the determination has been verified by Management.

C. Retroactive Rent

If the Resident or a member of his/her household misrepresents facts, omits any pertinent information, or fails to inform Management of information it requires for an annual reexamination or interim rent adjustment and these failures result in a lower rent than should have been charged, Management, in its sole discretion, may terminate the Lease for a material breach and/or may make the rent increase retroactive to the date it would have been effective. Any resulting retroactive rent must be paid by the Resident according to the terms of the Repayment Agreement. In addition to collecting the retroactive rent and/or terminating the Lease Agreement, Management may pursue any additional actions allowable under Federal, State or local law.

D. Notice

Management will mail or deliver a "Notice of Rent Adjustment" to Resident at the Residence in accordance with Section 11 of this Lease in the event that the monthly rent payment is increased or decreased pursuant to Section 5.

_____ Resident's initials _____ HA initial

E. Confidentiality of Record

All records and information given by Resident to Management shall remain confidential and shall not be disclosed except insofar as the Management is authorized by California Health & Safety Code section 34217, the Privacy Act of 1974: Amendment to an existing system of records; Enterprise Income Verification HUD/PIH-5 or any other Federal and State Law to make disclosures to third parties or government agencies or as requested by Resident or the Resident's authorized representative.

6. RESIDENT'S OBLIGATIONS

Violation of this section may result in termination of this Lease. Resident agrees:

- A. To refrain from, and to assure that household members and guests refrain from creating or maintaining a threat to the health and safety of other Residents, Management's employees, or the public, or engaging in illegal or offensive behavior, including but not limited to: (i) committing a crime that subjects a Resident or any household member to a lifetime sex offender registration requirement imposed by any State sex offender registration program; (ii) being in possession of an unregistered or illegal gun or other firearm on the Housing Development premises; (iii) shooting guns or other firearm on the Housing Development premises; (iv) threatening others with a gun or other firearm, knives or weapons; (v) verbal threats of criminal activity; or (vi) lighting, exploding, storing or possessing firecrackers, explosives or flammable or combustible materials or fluids on the Housing Development premises. Resident understands and acknowledges that committing any of the acts described in this subparagraph (A) is a material breach of this Lease and that Management may proceed with termination of the Lease for any such violation on three (3) days' notice.

_____ Resident's Initials

- B. To refrain from and to assure household members and guests refrain from engaging in drug-related criminal activity on or off the Housing Development premises. Resident expressly acknowledges and agrees that the illegal manufacture, sale, distribution or use of, or possession with the intent to manufacture, sell, distribute or use, a controlled substance is a drug-related criminal activity. Resident is not permitted to grow marijuana, cannabis, or hemp plants inside the leased premises or on any part of the Housing Development premises. Resident further expressly acknowledges and agrees being on or off the Housing Development premises and having an illegal controlled substance in his/her system is in violation of this subparagraph (B). Resident understands and acknowledges that committing any of the above acts described in this subparagraph (B) is a material breach of this Lease, and that Management may proceed with termination of the Lease for any such violation on three (3) days' notice.

_____ Resident's Initials

- C. To refrain from and to assure household members and guests refrain from engaging in violent criminal activity on or off the Housing Development premises. Resident expressly

_____ Resident's initials _____ HA initial

acknowledges and agrees that the commission of such violent criminal activity creates a threat to the health and safety of other Residents, Management's employees, and the public. A violation of his subparagraph (C) is a material breach of this Lease, and Management may proceed with termination of the Lease for any such violation on three (3) days' notice.

_____ Resident's Initials

- D. To refrain from and to assure household members and guests refrain from abusing alcohol in a way that interferes with his/her neighbors' right to peaceful enjoyment of their residences and the public areas.

_____ Resident's Initials

- E. To refrain from and to assure household members and guests refrain from illegal or other activity which impairs the physical or social environment of the Housing Development.
- F. To conduct himself/herself and to assure household members and guests conduct themselves in a manner that will not disturb his/her neighbors' peaceful enjoyment of their residences and the public areas, and will be conducive to maintaining the Housing Development in a decent, safe and sanitary condition.
- G. To immediately notify Management in writing if a member of the household is no longer residing in the Residence. Resident shall continue to be responsible for the actions of said household member until Management has been notified in writing of the change and the household member is removed from the Lease.
- H. To refrain from and to assure household members or guests refrain from interfering with the job responsibilities of authorized vendors, service personnel or representatives of Management.
- I. To physically occupy the dwelling unit as the Resident's primary place of Residence. Although a Resident continues to pay rent and utilities, a resident may not be absent from the Premises for longer than 90 consecutive days, or 120 days if the absence is due to verified medical reasons without losing his/her rights to tenancy to the Premises. A Resident who plans to be or is absent from his/her unit for longer than 90 days must inform Management to avoid lease termination. A Resident may request in writing to have a longer absence approved. The HA has full discretion of approval, and will make determinations on a case by case basis.
- J. Not to assign this Lease or to sublet or transfer possession of all or any room of the Residence.
- K. Not to give accommodations to paid boarders or lodgers.
- L. To use the Residence solely as a private dwelling for Resident and Resident's household members and not to use, or permit its use, for any other purpose, except for a home

_____ Resident's initials _____ HA initial

occupation if authorized in writing by Management. Authorization for a home occupation shall be in the sole discretion of Management pursuant to the standards set forth in the Admissions and Continued Occupancy Policy. Resident may provide reasonable accommodations for Resident's guests, foster children or live-in caretaker for a member of Resident's household, except that Resident must obtain written permission of Management prior to giving accommodations to foster children or live-in caretaker. Resident is responsible for foster children and/or live-in caretakers who shall refrain from drug-related criminal activity and/or violent criminal activity or other activity which impairs the physical or social environment of the Housing Development or which disturbs his/her neighbors' peaceful enjoyment of their residences and the public areas.

- M. To promptly obtain Management's written approval for the presence of any person not identified in Section 1 B as a member of Resident's household who occupies the residence for over ten (10) consecutive days or a total of fourteen (14) days within a twelve (12) month period.
- N. To refrain from the use of the unit address for any purpose by a non-household member.
- O. To abide by and to assure household members or guests abide by all necessary and reasonable rules and regulations established for the benefit and well-being of the Housing Development in which the Residence is located, which rules and regulations will be available in Management's office and are incorporated into this Lease by this reference. Such rules and regulations may be modified from time to time as provided in Section 15.
- P. To comply with all obligations imposed upon Residents by applicable provisions of Federal and State law and local building and housing codes, which materially affect health and safety.
- Q. No animal, pet, or antenna/satellite dish shall be kept on or about the premises without the prior written consent of Management. HA acknowledges one English Bulldog and one Teacup Yorkshire Terrier will be kept on premise.
- R. To keep the Residence and such other areas including rear yards and/or patios as may be assigned to the Resident for his/her exclusive use, in a clean, sanitary and safe condition, comply with housekeeping standards and to promptly notify Management whenever repairs to his/her Residence are required.
- S. To allow Management upon advance notification pursuant to Section 10 to enter the Residence in order to complete fumigation for the control of vermin and/or roaches, or to perform repairs, maintenance or other services such as painting or rehabilitation work. Resident further agrees to have the Residence prepared on said date and time for repairs, maintenance or other services and/or work.
- T. To dispose of all garbage, rubbish and other waste from the Residence in a sanitary and safe manner in the receptacles and trash bins owned by Resident.

_____ Resident's initials _____ HA initial

- U. To use only in a reasonable and safe manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning.
 - V. To refrain from and to assure household members and guests refrain from defacing, painting, damaging, destroying or removing any part of the Residence or Housing Development.
 - W. To make no major repairs, alterations or additions, including but not limited to changing locks and installing security bars, doors or safety devices without the prior written consent of Management, which consent Management may withhold at its sole discretion and to make no repairs at the cost of Management as permitted by California Civil Code Section 1942 without first giving Management notice and a reasonable time to commence repairs as provided by California Civil Code Section 1942. Any repairs made by Resident will be in accordance with California Civil Code Section 1942.
 - X. To pay reasonable charges (other than for ordinary wear and tear) for the repair of damages to the Residence, Housing Development, buildings, facilities or common areas which are caused by Resident, his/her household members and guests according to the Schedule of Other Charges referred to in Section 4A (if applicable.)
 - Y. To maintain Resident-paid utilities, if applicable, by paying promptly for such services to avoid shut-off and to refrain from tampering with utility meter devices.
 - Z. To not display on or about the Residence or Housing Development any advertisements for goods or services without the prior written approval of Management, which approval may be withheld at Management's sole discretion
 - AA. To refrain from parking vehicles which habitually leak oil or other hazardous substances in HA parking areas as this creates a safety hazard; to refrain from conducting major vehicle repairs in HA parking areas or other HA premises; and to refrain from leaving inoperable vehicles in the parking areas for greater than 72 hours.
 - BB. To park only in areas designated for Resident's parking.
 - CC. To be able to abide by the terms of the Lease or be assisted in doing so with available resources, so as not to be a safety or health hazard to themselves or Management.
- _____ Resident's Initials
- DD. To refrain from and assure household members or guests refrain from obstructing any passageway, sidewalk, or the parking lot in front of the house.
 - EE. To return unit keys to the management office by 5:00 p.m. the day a resident permanently vacates their unit. Residents who fail to return their unit keys before the 5:00 p.m. deadline will incur a charge equal to one day's rent.

_____ Resident's Initials

_____ Resident's initials _____ HA initial

- FF. To comply with the HA's pest control procedures and to immediately report the presence of water leaks, bed bugs, roaches or other similar pests.
- GG. To safely and in a sanitary manner dispose of personal property with bed bugs, roaches or other similar pests.
- HH. To refrain from smoking in unit, on porch, or premises since unit is located in a Public Park pursuant to South Pasadena Municipal Code.

7. MANAGEMENT'S OBLIGATIONS

Management agrees:

- A. To maintain the Residence and the Housing Development in a decent, safe and sanitary condition.
- B. To comply with requirements of applicable building and housing codes and U.S. Department of Housing and Urban Development regulations materially affecting health and safety.
- C. To make necessary repairs to the Residence.
- D. To keep building in a clean and safe condition.
- E. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilation and other facilities, supplied or required to be supplied by Management.
- F. To supply running water, reasonable amounts of hot water and reasonable amounts of heat as required by seasonal weather conditions.
- G. To notify the Resident of any proposed adverse action by Management. Such adverse action, includes, but is not limited to, a proposed lease termination or imposition of charges for maintenance and repair. When Management is required to afford the Resident the opportunity for a hearing under the grievance procedure concerning a proposed adverse action, the notice of proposed adverse action shall inform the Resident of the right to request such hearing. In the case of a lease termination, a notice of lease termination in accordance with Section 11, shall constitute adequate notice of proposed adverse action. In the case of a proposed adverse action other than a proposed lease termination, Management shall not take the proposed action until the time for the Resident to request a grievance hearing has expired, or if a hearing was timely requested by the Resident, the grievance process has been completed.
- H. To verify the Los Angeles County Income Limits and Affordable Housing Costs on an annual basis for use in the Regular Review of Resident's income eligibility and resulting rent adjustment in accordance with Section 5 above.

_____ Resident's initials _____ HA initial

8. HAZARDOUS DEFECTS

Resident agrees to take every precaution to prevent fires, to not store gasoline, solvent, paper, cardboard or other flammable or combustible materials or substances in the Residence, and to supervise his/her children to ensure they do not play with matches or lighters, and agrees to promptly notify Management of the existence of any of the foregoing conditions in the Residence and, upon Resident's knowledge thereof and if applicable, in the surrounding Residences and common areas of the Housing Development. In the event the Residence is damaged such that conditions are created which are hazardous to the life, health or safety of the occupants of the Residence:

- A. Resident shall immediately notify Management of the damage.
- B. Management shall be responsible for repair of the Residence within a reasonable time, provided that if the damage was caused by Resident, a member(s) of his/her household or Resident's guest(s), the reasonable cost for repairs will be charged to Resident and Management may terminate the Lease.
- C. Management will offer standard alternative living accommodations, if available, when necessary repairs cannot be made within a reasonable time. However, if the damage was caused by Resident, a member(s) of his/her household or Resident's guest (s), and Management elects to terminate the Lease, Management shall not be required to offer alternative accommodations. If Management discovers the damage was caused by Resident, a member(s) of his/her household or Resident's guest(s) after Resident has moved into the alternative accommodations, Management may terminate the Resident's lease and demand Resident to vacate the alternative accommodations.
- D. Rent will be reduced in proportion to the seriousness of the damage and loss in the value of the Residence as a dwelling in the event repairs are not made by Management within a reasonable time or alternative accommodations are not provided when required (except that rent will not be reduced if Resident rejects the alternative living accommodations or if the damage was caused by Resident, a member of Resident's household or a guest).

9. INSPECTIONS

Prior to the time that the Resident begins to live in the Residence, and prior to the time Resident vacates the Residence, a representative of Management and Resident (or his/her representative) will inspect the Residence, unless Resident has vacated the Residence without notice to Management, in which case Management may perform an inspection without prior notice to Resident.

WITH RESPECT TO THE PRE-OCCUPANCY INSPECTION: Resident will be given a written statement of the condition of the Residence and the appliance(s) and/or furniture provided with the Residence, which will be signed by Management and Resident. Management will keep a copy of the inspection report in the Resident's file folder. If Resident disputes the inspection statement and decides not to occupy the Residence, Management will refund all rent and deposits

_____ Resident's initials _____ HA initial

paid in advance to Resident. Resident has the right to request an amendment to the inspection statement within seven (7) days after taking possession of the Residence if defects are discovered which existed prior to occupancy and were not noted during the original inspection and which did not occur as a result of any fault of the Resident, a member of his/her household or guest.

WITH RESPECT TO THE PRE-TERMINATION INSPECTION: Resident will be given a statement of the condition of the Residence, the appliances, and/or furniture, and/or any other charges to be paid by Resident pursuant to Section 4.

10. ENTRY OF PREMISES DURING TENANCY

A. Resident Obligations

- (1) Resident agrees that the duly authorized agent, employee, or contractor of the HA shall be permitted to enter the Residence during reasonable hours for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for re-leasing. Resident also agrees that the HA, or its duly authorized agent, employee, or contractor may take photographs inside the residence while conducting official HA business.
- (2) When Resident calls to request maintenance on the Residence, the HA shall attempt to provide such maintenance at a time convenient to the Resident. If Resident is absent from the dwelling unit when the HA comes to perform maintenance, the Resident's request for maintenance shall constitute permission to enter.

B. HA Obligations

- (1) The HA shall give the Resident at least 48 hours written notice that the HA intends to enter the unit. The HA shall enter only at a reasonable time.
- (2) The HA may enter the Residence at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- (3) Should the Resident and all adult members of the household be absent from the Residence at the time of entry, the HA shall leave in the Residence a written statement specifying the date, time, and purpose of entry prior to leaving the Residence.

11. NOTICES

A. Any notice required or desired to be given by Management to Resident will be sufficient if:

Delivered in writing to Resident personally; or

Delivered in writing personally to any member of the Resident's family of suitable age and discretion living in the Residence; or

Sent by first-class mail, postage prepaid, properly addressed to the Resident at the Residence; or in the case of notice per Section 11 of any proposed changes in rules, regulations, procedure or schedules, Management may, as an alternative to any of the notices provided in (1), (2), or (3) above, post such notice in at least three (3) conspicuous places within the structure or building in which the Residence is located, as well as in a conspicuous place in the Management Office.

Any notice to Management from Resident must be in writing, and must either be delivered or

_____ Resident's initials _____ HA initial

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sent by first-class, postage pre-paid mail which is properly addressed to:

South Pasadena Housing Authority
c/o Housing Division - Community Development Department
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

- B. Notices given as provided above shall be deemed effective on the date personally delivered or posted or mailed.

12. TERMINATION OF LEASE/NONRENEWAL OF LEASE

- A. This lease may be terminated by Resident at any time by giving thirty (30) days written notice to Management in the manner specified in Section 11. Resident agrees to leave Residence in clean and good condition, reasonable wear and tear excepted, and to return the keys to Management when Resident vacates the Residence. If Resident fails to give proper notice, Resident will be responsible for payment of thirty (30) days rent from the date notice is given, or keys are returned, or the date the vacant unit is discovered by Management. If Resident transfers to another Management operated dwelling unit, unpaid rent balance and/or other charges under this Lease must be paid prior to effective date of new Lease. Exceptions may be made at the sole discretion of Management.
- B. This Lease shall terminate upon the death of the Resident.
- C. This Lease shall terminate upon the expiration date stated herein, without an approved new lease or lease extension, or upon abandonment of the Residence by Resident.
- D. If Management desires to terminate the Lease because of Resident's material breach of this Lease, Management shall give Resident written notice of breach and termination of the Lease, which notice will require that the Resident vacate the premises in the time shown as follows:
 - (1) Three days' notice to pay rent or vacate in the case of failure to pay rent.
 - (2) Three (3) days if Resident, a member of his/her household or a guest engaged in any activity which creates or maintains a threat to the health or safety of other residents, Management's employees, or the public, in the Residence and/or the Housing Development. Violation of sections 6 (A), (B), (C) or (E) shall be deemed activity, which creates such a threat to the health or safety of other residents, Management's employees, or the public.
 - (3) Thirty (30) days in all other cases.
- E. Any notice of termination given to Resident shall state reasons for the termination, and except as provided in Section 12 (G) herein, shall inform Resident of his/her right to a hearing in accordance with the grievance procedure referred to in Section 13.

_____ Resident's initials _____ HA initial

- F. Management may terminate this Lease prior to its expiration or refuse to renew this Lease only for good cause which includes, but not limited to (i) Resident's violation of any material term of the Lease, (ii) violation of Resident's obligations as described in Section 6 of this Lease, (iii) repeated violation of any terms, material or non-material, of this Lease.
- G. Resident shall not be entitled to use the grievance procedure in the case of termination of this Lease or eviction of Resident under the unlawful detainer laws of the State of California due to any criminal activity that threatens the health, safety or right to peaceful enjoyment of other Residents or Management's employees or for any drug-related criminal activity as defined in and set forth in Section 6 herein.

13. GRIEVANCE PROCEDURE

- A. Except as provided in Section 12 (G) herein, all grievances arising under this Lease shall be processed and attempted to be resolved pursuant to the grievance procedure which is in effect at the time of such grievance or appeal. This grievance procedure shall be available in the Management office and is incorporated herein by this reference.
- B. Resident shall be provided a reasonable opportunity, prior to hearing or trial, to examine any relevant documents, records or regulations directly related to the adverse action.
- C. Management shall be provided a reasonable opportunity, prior to hearing or trial, to examine any relevant documents, records or regulations directly related to the adverse action.

14. RESIDENT’S RIGHTS UNDER VIOLENCE AGAINST WOMEN ACT (VAWA)

- A. Being a victim of domestic violence, dating violence, or stalking, engaged in by a member of the Resident’s household or any guest or other person under the Resident’s control is not by itself a cause for termination under Paragraph 6 of this Lease Agreement.
- B. Criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of the tenancy, if the tenant, or immediate member of the tenant’s family is a victim of that domestic violence, dating violence, or stalking.
- C. The HA may remove a member of the household from the lease, without regard to whether the member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a resident or authorized member and who engages in criminal acts of physical violence against the Resident or other authorized members or against others, without evicting, removing, terminating assistance to or otherwise penalizing the victim of such violence who is also a resident or authorized member.
- D. The HA maintains the right to evict Resident or authorized member of the Resident’s household, including a victim of domestic violence, for any violation of this Lease not premised on the act or acts of domestic violence in question.

_____ Resident’s initials _____ HA initial

- E. The HA maintains the authority to terminate if it can demonstrate that the Resident, authorized members of the Resident’s household, any guest or other person under the Resident’s control, are causing an actual and imminent threat to other Residents, Management employees, against of management, or persons residing in the immediate vicinity of the Premises.
- F. Once the HA is notified, Management retains authority to honor court orders relating to the rights of access to or control of the property, including civil protection orders (i) issued to protect the victim and (ii) issued to address the distribution or possession of property among the family members in cases where a family breaks up.

15. CONTACT:

Rent payment/lease changes and maintenance issues

South Pasadena Housing Authority
 c/o Leah Demarest, Senior Management Analyst for Housing Programs
 Community Development Department
 City of South Pasadena
ldemarest@southpasadenaca.gov
 (626) 372-8755

After hours emergencies

Dispatch, South Pasadena Police Department
 (626) 403-7297

16. MODIFICATIONS OR CHANGES

Modification of this Lease shall be by written rider executed by both parties, except for changes in rent made pursuant to Section 5 or changes or amendments set forth below. Management may, from time to time, make changes or amendments in the Utility Allowance, Schedule of Other Charges, and any and all other rules, regulations, schedules or procedures (including grievance procedures) herein or affecting the Lease and any and all such changes and amendments (subject to compliance with the notice procedure specified below) shall become part of this Lease. Prior to any change or amendment becoming effective Management shall provide at least thirty (30) days written notice to Resident setting forth the proposed change or amendment, the reasons therefore, and providing Resident an opportunity to make written comments. This notice shall be served on Resident as set forth in Section 11.

17. NO WAIVER

Notwithstanding any conduct or custom on the part of Management, the failure of Management to enforce any of Management's rights under this Lease Agreement shall not be construed as having created a custom in any way contrary to the specific terms of this Lease or as having in any way modified this Lease or as having constituted a waiver of any of Management's rights or obligations under this Lease.

(Signatures on the Following Page)

_____ Resident’s initials _____ HA initial

IN WITNESS WHEREOF the parties hereto have executed this Lease as of the day and year first above written.

“SOUTH PASADENA HOUSING AUTHORITY”

By: _____
Arminé Chaparyan, Executive Director

Date: _____

“RESIDENT”

By: _____


Date: _____

By: _____


Date: _____

The following adult members of the household as set forth in Section 1(B) have reviewed and acknowledge their receipt of this Lease.

(Occupants)

(Date)

I (We) have been provided a copy of this Lease in a language other than English.

Declined

_____ Resident's Initials

_____ Resident's initials _____ HA initial

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