



Management Agent & Resident Services Provider Approval

PROPERTY NAME:	MANAGEMENT AGENT:
DATE:	RESIDENT SERVICES PROVIDER:
PROPERTY MANAGEMENT CONTACT: NAME: TITLE: ADDRESS: PHONE: EMAIL:	RESIDENT SERVICES CONTACT: NAME: TITLE: ADDRESS: PHONE: EMAIL:

Management Agent Requirements (includes Security)

1. Qualifications, Staffing Plan and Budget

- Organizational Chart
- Description of duties by position
- Specific staffing onsite including: positions, days worked and hours onsite
- Compliance staffing, policies and procedures
- Salaries and annual budget
- Evidence of successful management of a minimum of five projects over 40 units in size subject to affordable regulatory agreements. At least one of those projects must be within the six-county region represented by the Sacramento Area Council of Governments-*Provide list of properties*

2. Management Plan:

- Statement of Management Policy
 - Role and Responsibility and/or delegation of Authority to the Management Company

Note: A copy of an executed Management Agreement is required prior to lease up.
- Project Affordable Unit Schedule
 - Number by bedroom size and affordability level of assisted units.
- Marketing Plan
 - Identification of demographic groups underrepresented in the community.
 - Strategy for outreach to identified, underrepresented demographic groups including names of specific advertising, periodicals, community organizations, churches and businesses that will be used to attract eligible households.

- Equal Housing Opportunity logo (must be present on all marketing materials as well as on site).
- SHRA Affirmative Marketing Questionnaire

Waiting List Procedures

- Initial lease-up procedure. **Initial lease-up must include a lottery or similarly-equitable process for all income-restricted units and to build the initial waiting list.** Initial lease-up may not occur in advance of affirmative marketing.
- Copy of waiting list that must include: date/time of application submission, head of household name, unit size, household size, mailing address and phone number.
- Notification procedure (selection from list)
- Updating procedure (including purging, opening and closing)
- Notification of Non-eligibility
- Appeals process.

Tenant Selection Plan and Eligibility Screening:

- Applicant Screening Criteria
- Recertification procedures
- Eligibility documentation forms
- Record-keeping procedures
- Criminal Background Check Procedure (including screening company)
- Applicant Screening Report (SHRA form)

Inspection, Maintenance, and Repair Procedures

- In-house Inspection schedule
- Work Order system
- Move In/Move Out Inspection Policies
- Unit Refresh Schedule

Rent Collection Policies

Plan for Maintaining Adequate Accounting Records

Resident - Management Relations

Security Deposits

Grievance Procedures (including appeals)

- Non-payment of rent
- Lease Violation or House rules
- Processing tenant complaints

Pet policies

Section 504/Reasonable Accommodations

Live-in/Personal Care Attendants

3. Application

- The name and age of each person that will occupy the unit.
- All sources and amounts of current and anticipated annual income to be earned in the next twelve months. (Must provide a two year history).
- The current and anticipated student status of each applicant over the age of 23 during the twelve month certification period
- Felony conviction history for a prescribed number of years
- Sex offender lifetime registry
- The signature of the applicant and the date the application was completed.

Note: Screening information must be consistent with the tenant selection plan/policies.

4. Lease Agreement

- The signatures of all heads of household and date of signatures.
- The initial term of the lease must be for not less than one year unless mutually agreed upon by resident and Owner/Management.
- Security Deposit and any additional charges the resident may incur while residing at property (e.g., washer/dryer, parking, community room, storage, replacement key, lock-out charges, etc.)
- Assignment and sub-letting policies
- Alterations and improvements to residence
- Hazardous materials prohibitions
- Maintenance and Repair Rules
- Income eligibility and recertification requirement clause indicating the resident must comply with all requirements of the affordable housing program.
- Surrender of the Premises. The Owner must have specific language describing the steps taken to terminate or not renew a lease agreement.
- Inspection of Premises
- Pet rules and charges
- Attorney Fees
- Governing law citations

- Process for lease modifications
- Visitation and Guest Policy (may be incorporated into House Rule addendum)
 - Number of consecutive days a guest may stay overnight.
 - Maximum days a guest may stay overnight in unit during a 12-months period.
 - Guest rule violations (including those that may be cause for resident's eviction).
- Additional Provisions and Disclosures
 - Crime Free Lease Addendum
 - House Rules
 - Violence Against Women Act Addendum
 - Smoke free Addendum (where applicable)

Note: Leases must conform with the requirements at 24 CFR 92.253 (attached for reference).

5. SHRA-Required Forms (TCAC versions are accepted for LIHTC projects)

- Agency Income Calculation Sheet (AICS) or other Agency approved version
- Housing Composition Summary (HCS) Questionnaire and Certification or TCAC versions

6. Security Plan

- N/A Less than 100 units
- Roving vehicular and/or foot security patrols operating ten-hour shifts from approximately 7:30 pm to 5:30 am.
- Security company on call 24 hours/day, 7 days per week, including holidays
- Electronic report service and incident reports
- Completed Security Questionnaire approved by SHRA

Note: Any changes to the security plan must be approved by SHRA.

Resident Service Provider Requirements

- Contractual agreement or memorandum of understanding between owner and service provider
- Organizational chart
- Annual budget
- Agency Resident Services Questionnaire
- Needs assessment procedure/questionnaire
- Staffing Level (number per position)
- Staffing Qualifications
- Mission Statement
- Program Description
- Portfolio of Current Projects

Additional information required for Special Needs or Permanent Supportive Housing:

- A description of the population to be served and its service needs
- A description of the services to be provided, including the names of the agencies responsible for providing the services and evidence of the providers' capability and experience
- A description of the manner in which services will be provided (how, when, where, and how often)
- A plan for funding the services accompanied by

*A detailed Letters of Intent from service providers and/or funding sources indicating specific commitments to fund or provide the supportive services.

*If the applicant is a service provider using its own funds, a letter indicating its capability and commitment should be included

Note: All proposed management agents and resident service providers new to SHRA must also provide three project-related references.

§92.253 Tenant protections and selection.

(a) *Lease.* There must be a written lease between the tenant and the owner of rental housing assisted with HOME funds that is for a period of not less than 1 year, unless by mutual agreement between the tenant and the owner a shorter period is specified. The lease must incorporate the VAWA lease term/addendum required under §92.359(e), except as otherwise provided by §92.359(b).

(b) *Prohibited lease terms.* The lease may not contain any of the following provisions:

(1) *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;

(2) *Treatment of property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;

(3) *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;

(4) *Waiver of notice.* Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;

(5) *Waiver of legal proceedings.* Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

(6) *Waiver of a jury trial.* Agreement by the tenant to waive any right to a trial by jury;

(7) *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;

(8) *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses; and

(9) *Mandatory supportive services.* Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

(c) *Termination of tenancy.* An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds, except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing or failure to follow any required transitional housing supportive services plan; or for other good cause. Good cause does not include an increase in the tenant's income or refusal of the tenant to purchase the housing. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.

(d) *Tenant selection.* An owner of rental housing assisted with HOME funds must comply with the affirmative marketing requirements established by the participating jurisdiction pursuant to §92.351(a). The owner must adopt and follow written tenant selection policies and criteria that:

(1) Limit the housing to very low- income and low-income families;

(2) Are reasonably related to the applicants' ability to perform the obligations of the lease (i.e., to pay the rent, not to damage the housing; not to interfere with the rights and quiet enjoyment of other tenants);

(3) Limit eligibility or give a preference to a particular segment of the population if permitted in its written agreement with the participating jurisdiction (and only if the limitation or preference is described in the participating jurisdiction's consolidated plan).

(i) Any limitation or preference must not violate nondiscrimination requirements in §92.350. A limitation or preference does not violate nondiscrimination requirements if the housing also receives funding from a Federal program that limits eligibility to a particular segment of the population (e.g., the Housing Opportunity for Persons with AIDS program under 24 CFR part 574, the Shelter Plus Care program under 24 CFR part 582, the Supportive Housing program under 24 CFR part 583, supportive housing for the elderly or persons with disabilities under 24 CFR part 891), and the limit or preference is tailored to serve that segment of the population.

(ii) If a project does not receive funding from a Federal program that limits eligibility to a particular segment of the population, the project may have a limitation or preference for persons with disabilities who need services offered at a project only if:

(A) The limitation or preference is limited to the population of families (including individuals) with disabilities that significantly interfere with their ability to obtain and maintain housing;

(B) Such families will not be able to obtain or maintain themselves in housing without appropriate supportive services; and

(C) Such services cannot be provided in a nonsegregated setting. The families must not be required to accept the services offered at the project. In advertising the project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible persons with disabilities who may benefit from the services provided in the project.

(4) Do not exclude an applicant with a certificate or voucher under the Section 8 Tenant-Based Assistance: Housing Choice Voucher Program (24 CFR part 982) or an applicant participating in a HOME tenant-based rental assistance program because of the status of the prospective tenant as a holder of such certificate, voucher, or comparable HOME tenant-based assistance document.

(5) Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable;

(6) Give prompt written notification to any rejected applicant of the grounds for any rejection; and

(7) Comply with the VAWA requirements prescribed in §92.359.

[61 FR 48750, Sept. 16, 1996, as amended at 67 FR 61756, Oct. 1, 2002; 78 FR 44674, July 24, 2013; 81 FR 80803, Nov. 16, 2016]