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YAKIMA HOUSING AUTHORITY

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Management Plan and Occupancy Policy for Nueva Primavera Apartments

(Latest Update 7-23-03)

OVERALL POLICY STATEMENT

The Yakima Housing Authority (YHA) shall manage the Apartments known as Nueva Primavera in full conformance with all applicable state, federal and local laws. Special efforts will be made to meet the reasonable needs of low-income tenants and population groups experiencing financial hardship or discrimination in the rental housing market.

Section 0.0 AUTHORITY

This authority is subject to HUD regulations and Washington State Landlord/Tenant Law.

0.1 Board of Commissioners of the Yakima Housing Authority (YHA)

The YHA Board of Commissioners shall have authority to:

- 0.1(a) Authorize expenditures from the Residual Receipts account.
- 0.1(b) Authorize transfers from the Replacement Reserve account.
- 0.1(c) Approve annual operating budgets and amendments to operating budgets based on fiscal performance during the budget year.
- 0.1(d) Approve any exception to these policies.
- 0.1(e) Sign for capital and operating expenditures in any amount.

0.2 Yakima Housing Authority Executive Director (ED)

The YHA Executive Director shall have authority to:

- 0.2(a) Approve the hiring and discharge of Nueva Primavera staff responsible for the management of the Nueva Primavera Apartments.
- 0.2(b) Maintain responsibility for the overall operations of the development.
- 0.2(c) Sign for capital and operating expenditures in any amount.
- 0.2(d) Be responsible for the procurement procedures necessary for purchases and contracts.

0.3 Housing Manager (HM)

Unless specifically excepted by the Executive Director, the HM of YHA shall have authority to:

- 0.3(a) Supervise and assist the staff in the implementation of lease-up procedures and daily management of the Nueva Primavera Apartments.
- 0.3(b) Sign for capital and operating expenditures of not more than \$1499.00.
- 0.3(c) Authorize any involuntary termination of tenancy.
- 0.3(d) Sign Residential Lease Agreements and Amendments.
- 0.3(e) Prepare monthly reports.

0.4 Assistant Housing Manager (AHM)

- 0.4(a) Assists the HM with duties as assigned and will act as HM in HM's absence.

0.5 Housing Facilitator (HF)

0.5(a) Assist with outreach, marketing and rental issues.

0.5(b) Process all rental applications and perform lease-up for all vacant units.

0.5(c) Perform annual and special inspections.

0.5(d) Perform as a general liaison to the tenants of Nueva Primavera.

0.5(e) Deal with the day to day management routine of Nueva Primavera, including delivering notices, answering tenant's questions, and working with the YHA accountants to monitor accounts receivables.

0.5(f) Deal directly with maintenance to perform inspections and process routine and move-out charges.

0.6 Receptionist

0.6(a) Assists the HM and HF with application intake, the processing of applicant and tenant calls, and directing calls to the appropriate parties.

0.6(b) Will place work orders for the maintenance department.

0.7 Accounting Staff

0.7(a) Responsible for bookkeeping, fiscal reporting, investments, ~~procurement~~, disbursements, physical inventory and general financial operations for Nueva Primavera.

0.8 Maintenance Staff

0.8(a) Responsible for the overall YHA preventative and on-going maintenance program.

0.8(b) Will assist the HF with special, annual, move-in and move-out inspections.

0.8(c) Will process and perform duties of all work orders.

0.8(d) Contract for services to address any emergency that may arise.

0.8(e) Maintenance Supervisor shall act as the Contracting Officer for procurement.

0.9 Resident Manager/Caretaker (RM)

(If applicable)
See Appendix #1

SECTION 1.0 FINANCIAL POLICIES

1.1 RENTS

1.1(a) **Due.** All rents shall be due and payable on or before the first day of each month.

1.1(b) **Late Rents.** Rent Payments received after the 5th day of the month in which they are due are subject to a late payment fee. The fee shall be \$25.00. If the 5th day of the month falls on a weekend or holiday, one more day is allowed for payments to be made, before being counted as delinquent. It is up to the Housing Manager to waive any late fees for special circumstances.

1.1(c) **Non-payment of Rent.** Non-payment of rent shall be defined as failure to pay rent when it is due. In the event of non-payment the HF shall make every reasonable attempt to contact the tenant and arrange for special payment to be made within that same month. The HM will however, still authorize the HF to issue a Notice to Pay Rent or Vacate (legal notice) to protect the interest of the Yakima Housing Authority.

1.1(d) **Rent Collection.** Payment in cash is not allowed. No rent collection or exchange of money shall take place between the tenant and the HF. The tenants will receive a rent statement around the 20th of the month prior to the rent due. In that statement YHA will provide the tenant with an envelope which is addressed to a U.S. Bank Lock Box account. The tenants will mail their payment in that envelope so that a representative of U.S. Bank may directly apply their payment to the appropriate bank account of YHA. If necessary there is also a locked drop box located at the YHA office at 810 N. 6th Avenue, Yakima, WA 98902 for the tenant to place their payment. If payment is made at the office drop box, a \$10.00 handling fee will be charged and the YHA accounting department will deposit those funds within 24 hours of receipt.

1.1(e) **NSF Checks.** All NSF checks shall be subject to a \$25.00 processing fee, payable immediately. Receipt of more than three (3) NSF checks shall result in an amendment to the Residential Lease Agreement requiring payment of rent by Money Order or Cashier's Check only.

1.1(f) **Pro Rations.** Tenants taking occupancy on a date other than the first of the month shall pay a prorated amount based on the date of move-in prior to taking occupancy. Their second month's rent shall be paid in full on the first of the month.

1.2 SECURITY DEPOSITS

1.2(a) **Deposit Required.** All tenants shall pay a Security Deposit prior to taking occupancy of an apartment. The HF may approve receipt of half of that deposit upon move-in, allowing the tenant to pay the balance within the next sixty (60) calendar days.

1.2(b) **Pets.** There are no pets allowed at Nueva Primavera.

1.2(c) **Trust Account.** YHA shall deposit all Security Deposits, with U.S. Bank, in a segregated interest-bearing account and maintain proper records showing Security Deposits as contingent liabilities. All interest earned on Security Deposits shall accrue solely for the benefit of the owner.

1.2(d) **Refunds.** Within fourteen (14) days following vacation of a rental unit, or the day in which YHA learns of abandonment, the tenant will receive notice explaining whether or not they are entitled to either (1) a full refund of Security Deposit, or (2) a partial refund of Security Deposit. The notice will include a full accounting of costs incurred in correcting other than normal wear and tear.

1.3 DISBURSEMENTS

1.3(a) YHA shall be responsible for all disbursements in accordance with these policies.

1.4 RESERVES

1.4(a) **Replacement Reserve.** The YHA shall contribute at least annually to a Replacement Reserve in the amount necessary to provide for the replacement and/or upgrading of major systems and equipment at or before obsolescence. Replacement reserve funds shall be used only for this purpose.

1.5 BUDGETS

1.5(a) Annual Budget. Before the beginning of each Fiscal Year, the ED shall prepare budget reports consisting of the following materials:

- Year-to-date expenses by line item.
- Estimated increases in costs by line item.
- Projected new budget, including income and expenses for following Fiscal Year.

1.5(b) **Budget Approval.** The Annual Operating Budget for the Nueva Primavera Apartments shall be reviewed and approved by the YHA Board of Commissioners. Any changes required and increases in rent, management fees, or level of reserves shall be approved by the Board of Commissioners.

1.6 FINANCIAL REPORTS

1.6(a) **Periodic and YTD Reports.** The YHA accounting department shall prepare a YTD income and expense report for the Nueva Primavera Apartments at least monthly. Those reports can be reviewed by the Board of Commissioners at any time and/or can be requested for monthly Board Meetings.

SECTION 2.0 RESIDENTIAL LEASE AGREEMENT

2.1 FORM

2.1(a) **Legal Form.** All tenants shall receive the same standard Residential Lease Agreement, together with the Rules and Regulations of the specific property for their signature.

2.1(b) **Authority.** The HM shall sign all Residential Lease Agreements on behalf of YHA.

2.1(c) **Lease Agreement Copies.** YHA shall issue copies of the signed Residential Lease Agreement to the tenant. The original is to be kept on file in the Tenant Files at the Yakima Housing Authority office.

2.1(d) **Tenant Files.** The HF shall be responsible for maintaining up to date and orderly files on each tenant of the building. Each tenant file shall consist of the following materials:

- ✓ Tenant Housing Application
- ✓ Tenant Verification of Income
- ✓ Apartment Inspection Report
- ✓ Smoke Alarm Inspection Report
- ✓ Residential Lease Agreement
- ✓ Addenda to Residential Lease Agreement
- ✓ Copies of Maintenance Records
- ✓ Copies of Correspondence
- ✓ Incident Reports, as applicable

All tenant files shall be confidential. Any tenant may inspect his/her file during business hours at the Yakima Housing Authority office.

2.1(e) **Addenda and Attachments.** Any change to an existing Residential Lease Agreement must be made in writing as an Addendum to the existing agreement. Any change to an existing Agreement initiated by YHA shall require at least thirty days notice but not the written consent of the tenant.

2.2 ESTABLISHING TENANCY

2.2(a) **Documentation.** Before any new tenant begins occupancy of the apartment, the following documents will have been provided and/or completed:

- ✓ YHA Application
- ✓ Release of Information
- ✓ Income and Assets Verification
- ✓ Handicapped/Disability Verification (if applicable)
- ✓ Signed Copies: Residential Lease Agreement and Rules and Regulations (See Appendix #2)
- ✓ Unit Inspection Sheet (See Appendix #3)
- ✓ Credit Check
- ✓ Criminal Background Check
- ✓ Landlord Reference Verifications
- ✓ Home visit form (if applicable)

2.2(b) **Home visits.** YHA will conduct a home visit for all applicants interested in renting at Nueva Primavera. A uniform "home visit report" will be used for all applicants to help determine suitability for tenancy. YHA does reserve the right to skip the home visit if the applicant's current unit is too far away or if the applicant is staying with or living with family members while looking for a permanent residence.

Applicants will not be accepted if poor housekeeping habits have caused damage and destruction to the current unit or have the potential to cause future problems with infestation or health hazards. YHA will take into consideration, however, whether or not damage was done prior to the applicant's move-in or if damage is due to a neglectful landlord. YHA will also take into consideration any applicant that may request a reasonable accommodation that will permit him/her to successfully live and care for his/ her unit here at Nueva Primavera.

2.2(c) **Process.** YHA will obtain and verify information with respect to each applicant as allowed by local, state, and federal laws. Sources of information may include, but are not limited to, the applicant (by means of interviews

or home visits), landlords, employers, credit bureaus, social workers, parole officers, court records, drug treatment centers, clinics physicians, or police departments where warranted by the particular circumstances.

Relevant information respecting habits or practices to be considered may include, but shall not be limited to:

- (i) An applicant's past performance in meeting financial obligations, especially rent.
- (ii) A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety, or welfare of other tenants.
- (iii) A history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of other tenants.
- (iv) Any history whatsoever involving drugs, including the use, manufacture or sale of any illegal substance

2.3 TERMINATION OF AGREEMENTS

2.3(a) **Voluntary Termination.** Any tenant who intends to vacate his/her YHA unit must provide written notice to the HF at least twenty days in advance of vacating the unit. The HF will expect to receive the keys from the tenant on the day in which the unit is to be vacated. If the tenant wishes to be present during the move-out inspection they need to let the HF know of their wishes previous to the day of vacancy. If tenant vacates, after proper notice, rent will be prorated for the month vacated. Tenants who vacate without 20-day notice will be charged for 20 days rent.

2.3(b) **Involuntary Termination.** YHA shall have just cause, as defined by the local, state and federal laws, prior to initiating any termination of a Residential Lease Agreement.

2.3(c) **Authority.** Only the HM or ED may authorize the involuntary termination of any Residential Lease Agreement and then only if appropriate documentation exists demonstrating just cause to pursue termination and internal efforts to avoid the action.

2.3(d) **Process.** Effort shall be made to avoid involuntary termination. Except in the case of illegal or life threatening situations, no effort to terminate a Residential Lease Agreement shall be authorized without a genuine and documented effort by YHA to communicate with the tenant in question. The goal of such communication shall be to solve the problem leading toward termination. Such efforts may include any or all of the following actions.

- (i) A personal attempt to contact the tenant in order for the tenant to rectify the situation.
- (ii) A notice of infraction, making the tenant aware of what needs to be rectified
- (iii) A hand delivered "comply or vacate", with copy mailed, explaining the impending termination.
- (iv) A personal visit to the tenant in question by the Resident Manager.
- (v) A personal appointment made with the HF and HM.

2.3(e) **Legal Considerations.** YHA shall approve standard form legal documents, as prepared by competent legal counsel for use in any termination process. After termination has been initiated, all communication with the tenant shall be through the HM and in writing. Copies of all communication shall be kept on file with YHA.

2.3(f) **Accountability for Property Following Death.** As soon as possible following confirmation of death of a single-occupant tenant, relatives (or other party the deceased may have designated) shall be requested to arrange removal of the deceased's personal property. In the event a search of the premises is involved by other than authorized relatives (usually this would be by the Coroner, Medical Examiner's Office, or Police Department), the HF shall be present at all times during the search to insure accountability for the deceased's property.

SECTION 3.0 MARKETING AND APPLICANT APPROVAL

GOAL STATEMENT: The Program shall make every effort to minimize income losses due to vacancies and shall rent any vacant apartment to a qualified tenant for occupancy on the soonest possible date following vacation by a departing tenant.

3.1 MARKETING

3.1(a) **Affirmative Marketing.** YHA shall affirmatively market units available for rent. The Affirmative Marketing Housing list will be periodically updated. (See form HUD-935.2 in Appendix #4)

3.1(b) **Advertising.** All ads shall indicate that YHA provides housing subject to the Federal Fair Housing Act.

3.1(c) **Waiting List.** The HF shall keep a waiting list according to date and time of application. If there is no need for a waiting list, applicants will be leased-up on a first come, first served basis.

3.2 APPLICATION AND VERIFICATION

3.2(a) **Application.** Nueva Primavera is a privately owned, multi-family housing development built with numerous funding sources. Income verification is necessary for all applicants since YHA is required to target income-specific families, even though there is no subsidy granted on behalf of the families from any source. Sixteen units are designated for families earning between 0%-30% of the area median income, seventeen units are designated for families earning between 31% and 50% of the area median income and the remainder of the units are targeted to help families who earn over 51% of the area median income. Two units are also set aside for families who meet a definition of "homeless". Included in Nueva is also a singly detached home that YHA may rent to tenants who earn between 81% and 100% of the area median income. Applications can be obtained from the YHA office. All applications shall be processed, and waiting lists shall be maintained and updated in the YHA office.

All prospective tenants shall be required to complete a standard YHA Housing Application and sign a Release of Information. A prospective tenant shall provide all information necessary for the HF to approve or deny the application.

The HF shall perform a credit and criminal check and will check landlord references in order to approve all new tenants.

SECTION 4.0 SECURITY

4.1 KEYS

4.1(a) **Master Keys.** YHA will master-key all buildings. Master keys will be issued or checked out only to the HM, HF, RM and maintenance personnel approved by the YHA Executive Director. Master keys will be stamped "Do Not Duplicate" and other copies will be kept at the YHA office, in the safe.

4.1(b) **All Other Keys.** Copies of all front door, garbage bins, storage areas and other common area keys will be kept at the YHA office. All duplicates of unit specific keys will be kept by the HF at the YHA office in an approved, locked location. At the time of move-in, the tenant receives two keys to their apartment and a mail key. If keys are lost they can be replaced for a fee of \$8.00.

4.2 EMERGENCIES

4.2(a) **Trespassing.** The RM is specifically authorized and directed to phone the Yakima Police Department if there is any suspicion of foul play or unwanted/unwarranted strangers on the property.

4.2(b) **Response.** No YHA staff will interfere, including the RM, in any physical dispute occurring in areas of the building rented to tenants. If, in their best judgement, any activity in any part of the building or property presents a security or bodily risk to any resident, person or the property, the Yakima Police Department shall be immediately notified. At no time shall any YHA staff place themselves in harm's way as part of their job duties or performance.