

**Repl Plan A**

FEB 12 2009

**PLAN A**

**2009**

**CITY OF CHANDLER  
HOUSING AND REDEVELOPMENT DIVISION  
SCATTERED SITE SENIOR  
HOUSING PROGRAM PLAN**

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- Exhibit 3: SSSHP Pet Policy

## Chapter 1

### THE SCATTERED SITE SENIOR HOUSING PROGRAM

The City of Chandler Housing and Redevelopment Division (COCHRD) is committed to creating and professionally managing innovative housing options for families. COCHRD further recognizes that there is a need for affordable housing for the elderly. The Scattered Site Senior Housing Program (SSSHP) was designed to help address that need. On January 17, 2008, City Council of the City of Chandler adopted Ordinance No. 3992 authorizing the acquisition of four (4) scattered site senior housing units within the City of Chandler to be leased pursuant to the SSSHP.

This plan has been approved by the Public Housing Authority Commission and the City Council of the City of Chandler to implement SSSHP. The purpose of the SSSHP is to provide decent, safe, and sanitary housing, in good repair, at a below market rent, to persons who are at least 55 years old making 50 to 80 percent of area median income. COCHRD screens applicants for SSSHP eligibility and, if they are found eligible, will, based on the priority provisions set forth in this plan, offer to lease a scattered site senior housing unit to the applicant. COCHRD will administer the SSSHP in accordance with the Arizona Residential Landlord and Tenant Act, any applicable Declarations of Covenants, Conditions and Restrictions (CC&Rs) and Homeowners Association (HOA) Rules applicable to the housing unit being leased and the terms of the executed lease and this plan.

## Chapter 2

### ELIGIBILITY

#### PART I: DEFINITIONS

##### **Applicant**

An *applicant* is an elderly or near elderly person who, either alone or in conjunction with a co-applicant, family member or spouse, submits an application to participate in the SSSHP.

##### **Tenant**

*Tenant* is an adult applicant who execute a lease pursuant to the SSSHP. A tenant does not include a live-in aide or foster adult. Tenants are responsible for the actions of any live-in aide, foster adult or guest.

##### **Elderly Persons**

An *elderly person* is a person who is at least 62 years of age at the time that a SSSHP application is submitted.

##### **Near Elderly Persons**

A near elderly person is a person who is 55 years of age at the time that a SSSHP application is submitted.

##### **Household**

*Household* means a maximum of two (2) people who are identified in a SSSHP lease who live in a scattered site senior housing unit. Live-in aides, while not deemed to be a tenant under this plan, will be considered to be members of the household and will count toward the maximum of two people permitted in a scattered site senior housing unit.

##### **Live-In Aide**

*Live-in aide* means a person who resides with an elderly or near elderly tenant who: (1) is determined by COCHRD to be essential to the care and well-being of the elderly or near elderly tenant; (2) is not obligated to support the tenant; and (3) would not be living in the unit except to provide the necessary support services to the tenant. Relatives of a tenant may be approved as live-in aides if they meet all of the criteria defining a live-in aide.

## **PART II: BASIC ELIGIBILITY CRITERIA**

### **AGE ELIGIBILITY**

All applicants, except a spouse, family member, or a live-in aide to be included as part of the household, must be elderly or near elderly at the time the SSSHP lease is executed.

### **INCOME ELIGIBILITY**

The combined annual income of all would-be tenants identified in an application must be within 50 to 80 percent of area median income at the time the SSSHP lease is executed. Area median income is based on estimations of median family income in a particular area or county, with adjustments for household size, included in annual reports prepared by the United States Department of Housing and Urban Development (HUD).

All income generated by all of the would-be tenants shall be included by COCHRD in determining income eligibility. Income includes, without limitation, wages and related compensation, money derived from self employment, investment income, alimony, payments received in lieu of earnings, and periodic payments. Examples of periodic payments are social security and welfare assistance, annuity payments, lottery winnings, disability death benefits, and payments from insurance policies, retirement accounts or pensions.

### **NO CONFLICT OF INTEREST**

No applicant shall be directly related to a City of Chandler employee or council member, or have any direct affiliation with any business, property or person who receives benefits under a program administered by COCHRD at the time that the SSSHP lease is executed.

### **CONDUCT**

COCHRD may deny an application if it determines that an applicant or, as applicable, a live-in aide:

- (i) Has any history of unsuitable past performance in meeting financial obligations, including rent, within the past five (5) years. COCHRD may consider the existence of mitigating factors, such as loss of employment or other financial difficulties, when evaluating an applicant's failure to meet prior financial obligations.
- (ii) Has any history of disturbance of neighbors, destruction of property, or living or housekeeping habits within the past five (5) years which did, or may, adversely affect the health, safety, or welfare of others.
- (iii) Has been evicted, or has had a lease terminated, within the past five (5) years.
- (iv) Has made misrepresentations within the past five (5) years, or has not provided information or documentation requested by COCHRD relating to eligibility including,

without limitation, a failure to provide a written consent executed by each member of the household identified in the application permitting COCHRD to verify the information provided as part of the application process.

## **Chapter 3**

### **APPLICATIONS, PROSPECT LIST AND TENANT SELECTION**

#### **PART I: THE APPLICATION PROCESS**

##### **APPLYING FOR ASSISTANCE**

Applicants must apply for admission to the SSSHP using the application form attached hereto as Exhibit 1, which exhibit is hereby incorporated herein by this reference. All applications submitted must be complete in order to be accepted by COCHRD for processing. Application forms may be obtained at COCHRD offices during normal business hours or by requesting that a form be mailed. At least 20 days before it accepts applications, COCHRD will publish a notice in a local newspaper of general circulation, and/or in other suitable media outlets, setting forth the dates and times that it will start accepting applications. Applications may be hand-delivered to COCHRD offices or sent by mail and will be time and date stamped by COCHRD upon receipt. Applications received prior to the date set forth in COCHRD's notice will not be accepted. Applicants are responsible for keeping all contact and household composition information in the application submitted current.

##### **INITIAL REVIEW OF APPLICATION**

COCHRD will conduct an initial review of each application received for completeness and general compliance with eligibility criteria. A final review of the application will be required before COCHRD offers a scattered site senior housing unit pursuant to that application. If COCHRD can determine from the information provided that an applicant is ineligible for the SSSHP, COCHRD will send written notification of the ineligibility determination to the applicant(s) within ten (10) business days of receiving a complete application.

##### **PROSPECT LIST**

COCHRD will maintain a prospect list to determine which application will be the first to be further evaluated for potentially entering into a SSSHP lease when a scattered site senior housing unit becomes available for leasing. There are two tiers to the prospect list. The first tier is for applications where at least one applicant is elderly. The second tier is for applications where the older applicant is near elderly. COCHRD will use its best efforts to place applications meeting basic eligibility requirements on the applicable prospect list based on the time and date that a complete application is received. It must be noted, however, that no applicant has a right or entitlement to have an application listed on the prospect list, or to have any particular priority position on the prospect list. The prospect list will be closed, and further applications will not be accepted or processed, on the day after 50 complete applications are on the prospect list. The prospect list may be reopened at any time after there are 25 or fewer complete applications on the prospect list, subject to the notice provisions set forth earlier regarding the acceptance of applications.

## **PART II: TENANT SELECTION**

### **SELECTION METHOD**

When a scattered site senior housing unit becomes available for leasing, COCHRD will go to the top of the first tier of the prospect list to identify the first eligible application. If there are no eligible applications on the first tier of the prospect list, COCHRD will go to the top of the second tier of the prospect list to identify the first eligible application. COCHRD will not initiate any selection procedures until the later of the day after there are at least five (5) applications on the first tier of the prospect list or twenty (20) days from the date that COCHRD began accepting applications.

### **NOTIFICATION OF SELECTION FOR FURTHER EVALUATION**

COCHRD will notify the applicant(s) by first class mail when its application is selected from the prospect list for further evaluation. The notice will inform the applicant(s) of the date, time and location of an interview and the documents or information that should be brought by the applicant(s) to the interview. If a notification letter is returned unopened to COCHRD, the application will be removed from the prospect list without further notice.

### **INTERVIEW**

During the interview, COCHRD will verify that all information provided in the application remains current and will use the additional information and documentation obtained during the interview to verify eligibility for the SSSHP. Applicant(s) who are disruptive, unruly or uncooperative during the interview may be denied participation in the SSSHP even if the applicant(s) are otherwise eligible for participation.

Any required documents or information that the applicant(s) are unable to provide at the interview must be provided within two (2) business days of the interview. If the required documents and information are not provided, the applicant(s) will be sent a notice of denial and COCHRD will notify the applicant(s) from the next application on the prospect list in accordance with the "selection method" referenced earlier.

If the applicant(s) are unable to attend a scheduled interview, the applicant(s) must contact the COCHRD twenty-four (24) hours in advance of the interview to schedule a new interview date to remain eligible. An interview may only be rescheduled once. If the applicant(s) do not attend a scheduled interview, do not schedule a new interview as provided herein, or seek to reschedule an interview more than once (or more than seven (7) days after the original interview date), the application will be removed from the prospect list without further notice and COCHRD will notify the applicant(s) from the next application on the prospect list in accordance with the "selection method" referenced earlier..

## **UNIT OFFER**

Once the applicant(s) have been verified as eligible through the interview process, the applicant(s) will be shown the scattered site senior housing unit(s) available for lease and will be provided the following documents:

- A copy of the SSSHP form lease
- A copy of the CC & R's
- HOA information and related forms
- A copy of this plan
- Copy of the SSSHP Pet Policy

To remain eligible, the applicant(s) must execute a SSSHP lease for the scattered site senior housing unit offered within four (4) days or being shown the available unit(s). At lease signing, COCHRD will provide the following items and discuss the following matters:

- House keys
- Gate access card
- Garage door opener
- Applicable deposits and other charges
- Review and explanation of lease provisions
- Unit maintenance and work orders

A copy of the executed lease will be provided to the tenant and COCHRD will retain the original. If a lease is not timely executed as provided herein, COCHRD will notify the applicant(s) from the next application on the prospect list in accordance with the "selection method" referenced earlier.

## **Chapter 4**

### **LEASE**

#### **LEASE TERM**

COCHRD will use the lease form attached hereto as Exhibit 2, which exhibit is hereby incorporated herein by this reference. No lease entered pursuant to this plan shall be for a term that exceeds one (1) year.

#### **SURVIVOR RIGHTS**

All adult members of the household will execute the lease, but only the tenants will be afforded survivor rights to the premises. A tenant may remain a tenant even after a co-tenant dies or vacates the premises so long as the remaining, or surviving, tenant complies with all lease terms.

#### **CONTINUED SSSHP ELIGIBILITY**

Tenant satisfaction of SSSHP eligibility criteria is of relevance only at lease inception or lease renewal. If a tenant's circumstances change during a lease term in a manner that would make the tenant ineligible for a new lease under the SSSHP, that tenant may, nonetheless, still finish the lease term provided that tenant complies with all lease terms.

#### **LEASE RENEWAL**

A current tenant of a scattered site senior housing unit will have priority over other applicants to lease that unit for a new lease term at the expiration of the current lease. In order to retain such priority, an existing tenant must notify COCHRD of his/her desire to renew the lease for that unit no less than sixty (60) days, and no more than ninety (90) days, prior to the expiration of the tenant's current lease. Upon receipt of such notice, COCHRD will notify tenant of the time and date for an interview to determine continued eligibility. The selection process will thereafter occur as set forth in Chapter 3.

## **Chapter 5**

### **PROGRAM ADMINISTRATION**

#### **ESTABLISHING AFFORDABLE RENT**

Rent for leases entered in 2009 will be set at a monthly rate of \$750.00. This rent amount is deemed affordable for tenants establishing income eligibility pursuant to the SSSHP. It is anticipated that monthly rent will thereafter be adjusted annually based on the average percentage change to the monthly rent rate for the City of Chandler market, as determined using Hendricks & Partners or a similar data resource. Any adjustment to the monthly rent rate that is less than ten percent (10%) of the monthly rent rate previously set, or that is consistent with the average rent change percentage for the City of Chandler market for the period in question, will not require further City Council approval.

#### **ESTABLISHING SECURITY DEPOSIT AND PET FEES**

The security deposit required for leases entered in 2009 will be \$500.00. COCHRD may adjust the amount of security deposit required without further City Council approval so long as said amount is not more than seventy-five percent (75%) of the monthly rent being charged. Additional deposits and/or fees may be applicable for tenants with pets pursuant to the SSSHP Pet Policy.

#### **RECORDS RETENTION**

COCHRD will comply with the City of Chandler's Planning and Development records retention schedule.

#### **RIGHTS GRANTED**

The adoption of the SSSHP and this implementation plan is not intended to, and does not, grant any rights to any applicant or any other persons. Rather, the implementation and continuation of the SSSHP and this plan is completely discretionary. The only rights granted to any person under the SSSHP are those set forth in the leases granted hereunder in favor of a tenant, and all tenant rights expire with the expiration of the lease.

#### **REASONABLE ACCOMMODATIONS**

Upon request, COCHRD will attempt to provide reasonable accommodations for applicants and members of a household who have disabilities.

## **PET POLICY**

The provisions of the SSSHP Pet Policy, attached hereto as Exhibit 3 and incorporated herein by this reference, are hereby adopted and deemed to be a part of this plan.

## **PLAN CHANGES**

Ministerial or purely administrative changes to this plan may be made by COCHRD staff upon approval by the City Attorney. All other amendments or changes to this plan shall require the approval of the City Council of the City of Chandler, but not the Public Housing Authority Commission.



**Chandler • Arizona**  
*Where Values Make The Difference*

Add # 10

FEB 12 2009

**MEMORANDUM**

**Planning and Development –Council Memo No. HD09-01**

**DATE:** FEBRUARY 11, 2009

**TO:** CITY COUNCIL

**THRU:** W. MARK PENTZ, CITY MANAGER  
JEFF KURTZ, ACTING PLANNING AND DEVELOPMENT DIRECTOR 

**FROM:** KURT KNUTSON, HOUSING MANAGER 

**SUBJECT:** ALTERNATIVE PROVISIONS PROPOSED TO THE CITY OF CHANDLER  
SCATTERED SITE SENIOR HOUSING PROGRAM PLAN, PENDING  
ACTION, RESOLUTION NO. 4257, ON THE FEBRUARY 12, 2009 COUNCIL  
AGENDA, ITEM (10)

At the February 9, 2009 Study Session, the Scattered Site Senior Housing Program Plan was discussed. Based on comments that were received at the meeting, staff developed an alternative Scattered Site Senior Housing Plan that provides a selection preference to Chandler residents and changes the overall selection process from first come, first served, to a lottery selection.

The redline copy of the plan outlining the changes is attached for your review.

Possible Alternative Motion:

Motion to (1) adopt Resolution No. 4257 authorizing the City of Chandler Housing & Redevelopment Scattered Site Senior Housing Program Plan and to (2) substitute the revised Plan (B) for the original Plan (with the preference for Chandler residents and a lottery system for selection for the Plan as was adopted by PHAC) and to (3) direct staff to present the new substituted plan to PHAC for approval.

**Plan B**

**2009**

**CITY OF CHANDLER  
HOUSING AND REDEVELOPMENT DIVISION  
SCATTERED SITE SENIOR  
HOUSING PROGRAM PLAN**

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**EXHIBITS**

Exhibit 1: Application for Scattered Site Senior Housing .....  
Exhibit 2: Scattered Site Senior Housing Lease Agreement .....  
Exhibit 3: SSSHP Pet Policy .....

## Chapter 1

### THE SCATTERED SITE SENIOR HOUSING PROGRAM

The City of Chandler Housing and Redevelopment Division (COCHRD) is committed to creating and professionally managing innovative housing options for families. COCHRD further recognizes that there is a need for affordable housing for the elderly. The Scattered Site Senior Housing Program (SSSHP) was designed to help address that need. On January 17, 2008, City Council of the City of Chandler adopted Ordinance No. 3992 authorizing the acquisition of four (4) scattered site senior housing units within the City of Chandler to be leased pursuant to the SSSHP.

This plan has been approved by the Public Housing Authority Commission and the City Council of the City of Chandler to implement SSSHP. The purpose of the SSSHP is to provide decent, safe, and sanitary housing, in good repair, at ~~an affordable below market~~ rent, to persons who are at least 55 years old making 50 to 80 percent of area median income. COCHRD screens applicants for SSSHP eligibility and, if they are found eligible, will, based on the priority and lottery provisions set forth in this plan, offer to lease a scattered site senior housing unit to the applicant. COCHRD will administer the SSSHP in accordance with the Arizona Residential Landlord and Tenant Act, any applicable Declarations of Covenants, Conditions and Restrictions (CC&Rs) and Homeowners Association (HOA) Rules applicable to the housing unit being leased and the terms of the executed lease and this plan.

## Chapter 2

### ELIGIBILITY

#### PART I: DEFINITIONS

##### **Applicant**

An *applicant* is an elderly ~~or near-elderly~~ person who, either alone or in conjunction with a co-applicant, family member or spouse, submits an application to participate in the SSSHP.

##### **Tenant**

*Tenant* is an adult applicant who execute a lease pursuant to the SSSHP. A tenant does not include a live-in aide or foster adult. Tenants are responsible for the actions of any live-in aide, foster adult or guest.

##### **Elderly Persons**

An *elderly person* is a person who is at least fifty-five (55) ~~62~~ years of age at the time that a SSSHP application is submitted.

##### **Chandler Resident ~~Near-Elderly Persons~~**

A Chandler resident *near-elderly person* is a person who can establish that he or she has resided within the City of Chandler for at least one (1) year at the time that a SSSHP application is submitted. ~~is 55-61 years of age at the time that a SSSHP application is submitted.~~

##### **Household**

*Household* means a maximum of two (2) people who are identified in a SSSHP lease who live in a scattered site senior housing unit. Live-in aides, while not deemed to be a tenant under this plan, will be considered to be members of the household and will count toward the maximum of two people permitted in a scattered site senior housing unit.

##### **Live-In Aide**

*Live-in aide* means a person who resides with an elderly ~~or near-elderly~~ tenant who: (1) is determined by COCHRD to be essential to the care and well-being of the elderly ~~or near-elderly~~ tenant; (2) is not obligated to support the tenant; and (3) would not be living in the unit except to provide the necessary support services to the tenant. Relatives of a tenant may be approved as live-in aides if they meet all of the criteria defining a live-in aide.

## **PART II: BASIC ELIGIBILITY CRITERIA**

### **AGE ELIGIBILITY**

All applicants, except a spouse, family member, or a live-in aide to be included as part of the household, must be elderly ~~or near-elderly~~ at the time the SSSHP lease is executed.

### **INCOME ELIGIBILITY**

The combined annual income of all would-be tenants identified in an application must be within 50 to 80 percent of area median income at the time the SSSHP lease is executed. Area median income is based on estimations of median family income in a particular area or county, with adjustments for household size, included in annual reports prepared by the United States Department of Housing and Urban Development (HUD).

All income generated by all of the would-be tenants shall be included by COCHRD in determining income eligibility. Income includes, without limitation, wages and related compensation, money derived from self employment, investment income, alimony, payments received in lieu of earnings, and periodic payments. Examples of periodic payments are social security and welfare assistance, annuity payments, lottery winnings, disability death benefits, and payments from insurance policies, retirement accounts or pensions.

### **NO CONFLICT OF INTEREST**

No applicant shall be directly related to a City of Chandler employee or council member, or have any direct affiliation with any business, property or person who receives benefits under a program administered by COCHRD at the time that the SSSHP lease is executed.

### **CONDUCT**

COCHRD may deny an application if it determines that an applicant or, as applicable, a live-in aide:

- (i) Has any history of unsuitable past performance in meeting financial obligations, including rent, within the past five (5) years. COCHRD may consider the existence of mitigating factors, such as loss of employment or other financial difficulties, when evaluating an applicant's failure to meet prior financial obligations.
- (ii) Has any history of disturbance of neighbors, destruction of property, or living or housekeeping habits within the past five (5) years which did, or may, adversely affect the health, safety, or welfare of others.
- (iii) Has been evicted, or has had a lease terminated, within the past five (5) years.
- (iv) Has made misrepresentations within the past five (5) years, or has not provided information or documentation requested by COCHRD relating to eligibility including,

without limitation, a failure to provide a written consent executed by each member of the household identified in the application permitting COCHRD to verify the information provided as part of the application process.

## Chapter 3

# APPLICATIONS, LOTTERYPROSPECT LIST AND TENANT SELECTION

### PART I: THE APPLICATION PROCESS

#### APPLYING FOR ASSISTANCE

Applicants must apply for admission to the SSSHP using the application form attached hereto as Exhibit 1, which exhibit is hereby incorporated herein by this reference. All applications submitted must be complete in order to be accepted by COCHRD for processing. Application forms may be obtained at COCHRD offices during normal business hours or by requesting that a form be mailed. ~~At least 20 days before it accepts applications,~~ COCHRD will publish a notice in a local newspaper of general circulation, and/or in other suitable media outlets, setting forth the dates ~~and time~~ that it will ~~start~~ accepting applications. Applications may be hand-delivered to COCHRD offices or sent by mail and will be time and date stamped by COCHRD upon receipt. ~~Applications received prior to the date set forth in COCHRD's notice will not be accepted.~~ Applicants are responsible for keeping all contact and household composition information in the application submitted current.

#### INITIAL REVIEW OF APPLICATION

COCHRD will conduct an initial review of each application received for completeness and general compliance with eligibility criteria. A final review of the application will be required before COCHRD offers a scattered site senior housing unit pursuant to that application. If COCHRD can determine from the information provided that an applicant is ineligible for the SSSHP, COCHRD will send written notification of the ineligibility determination to the applicant(s) within ten (10) business days of receiving a complete application.

#### LOTTERYPROSPECT LIST

COCHRD will maintain ~~two (2) lists of applications. a prospect list to determine which application will be the first to be further evaluated for potentially entering into a SSSHP lease when a scattered site senior housing unit becomes available for leasing. There are two tiers to the prospect list. The first listtier is for applications where at least one applicant is a Chandler residentelderly. The second listtier is for applications where no the older applicant is a Chandler resident. COCHRD will stop accepting applications, on the later of twenty (20) days after it starts accepting applications and the day after fifteen (15) complete applications have been submitted. After closing the application process, COCHRD will conduct a lottery to determine the order in which the applications submitted will be further evaluated for entering into a SSSHP lease. A new application process will start each time a scattered site senior housing unit becomes available. near elderly. COCHRD will use its best efforts to place applications meeting basic eligibility requirements on the applicable prospect list based on the time and date that a complete application is received. It must be noted, however, that no applicant has a right or entitlement to~~

~~have an application listed on the prospect list, or to have any particular priority position on the prospect list. The prospect list will be closed, and further applications will not be accepted or processed, on the day after 50 complete applications are on the prospect list. The prospect list may be reopened at any time after there are 25 or fewer complete applications on the prospect list, subject to the notice provisions set forth earlier regarding the acceptance of applications~~

## **PART II: TENANT SELECTION**

### **SELECTION METHOD**

~~When a scattered site senior housing unit becomes available for leasing, COCHRD will use the lottery system go to the top of the first tier of the prospect list to identify the order in which it will consider the applications submitted. COCHRD will assign a number to each of the applications received and conduct two (2) random drawings, or lottery selections, of those numbers. The first drawing will be for those applications in which at least one applicant is a Chandler resident. All numbers will be picked, and ranked based on when picked in the lottery, from the first list. A second drawing will be for those applications in which no applicant is a Chandler resident and will proceed in the same manner as the first drawing. Applications from the second drawing will be further evaluated only after all of the applications from the first drawing have been exhausted. first eligible application. If there are no eligible applications on the first tier of the prospect list, COCHRD will go to the top of the second tier of the prospect list to identify the first eligible application. COCHRD will not initiate any selection procedures until the later of the day after there are at least five (5) applications on the first tier of the prospect list or twenty (20) days from the date that COCHRD began accepting applications.~~

### **NOTIFICATION OF SELECTION FOR FURTHER EVALUATION**

~~COCHRD will notify the applicant(s) by first class mail when its application is selected from the prospect list for further evaluation. The notice will inform the applicant(s) of the date, time and location of an interview and the documents or information that should be brought by the applicant(s) to the interview. If a notification letter is returned unopened to COCHRD, the application will be eliminated from consideration and the applicant(s) from the next application, based on lottery rankings, will be notified. removed from the prospect list without further notice.~~

### **INTERVIEW**

~~During the interview, COCHRD will verify that all information provided in the application is remains current and accurate and will use the additional information and documentation obtained during the interview to verify eligibility for the SSSHP. Applicant(s) who are disruptive, unruly or uncooperative during the interview may be denied participation in the SSSHP even if the applicant(s) are otherwise eligible for participation.~~

~~Any required documents or information that the applicant(s) are unable to provide at the interview must be provided within two (2) business days of the interview. If the required documents and information are not provided, the applicant(s) will be sent a notice of denial and COCHRD will notify the applicant(s) from the next application, based on lottery ranking, on the prospect list in~~

accordance with the “selection and notification provisions method” referenced earlier.

If the applicant(s) are unable to attend a scheduled interview, the applicant(s) must contact the COCHRD twenty-four (24) hours in advance of the interview to schedule a new interview date to remain eligible. An interview may only be rescheduled once. If the applicant(s) do not attend a scheduled interview, do not schedule a new interview as provided herein, or seek to reschedule an interview more than once (or more than seven (7) days after the original interview date), the application will be eliminated from consideration~~removed from the prospect list~~ without further notice and COCHRD will notify the applicant(s) from the next application, based on lottery ranking, on the prospect list in accordance with the “selection and notification provisions method” referenced earlier..

## UNIT OFFER

Once the applicant(s) have been verified as eligible through the interview process, the applicant(s) will be shown the scattered site senior housing unit(s) available for lease and will be provided the following documents:

- A copy of the SSSHP form lease
- A copy of the CC & R's
- HOA information and related forms
- A copy of this plan
- Copy of the SSSHP Pet Policy

To remain eligible, the applicant(s) must execute a SSSHP lease for the scattered site senior housing unit offered within four (4) days or being shown the available unit(s). At lease signing, COCHRD will provide the following items and discuss the following matters:

- House keys
- Gate access card
- Garage door opener
- Applicable deposits and other charges
- Review and explanation of lease provisions
- Unit maintenance and work orders

A copy of the executed lease will be provided to the tenant and COCHRD will retain the original. If a lease is not timely executed as provided herein, COCHRD will notify the applicant(s) from the next application, based on lottery ranking, on the prospect list in accordance with the “selection and notification provisions method” referenced earlier.

## Chapter 4

### LEASE

#### LEASE TERM

COCHRD will use the lease form attached hereto as Exhibit 2, which exhibit is hereby incorporated herein by this reference. No lease entered pursuant to this plan shall be for a term that exceeds one (1) year.

#### SURVIVOR RIGHTS

All adult members of the household will execute the lease, but only the tenants will be afforded survivor rights to the premises. A tenant may remain a tenant even after a co-tenant dies or vacates the premises so long as the remaining, or surviving, tenant complies with all lease terms.

#### CONTINUED SSSHP ELIGIBILITY

Tenant satisfaction of SSSHP eligibility criteria is of relevance only at lease inception or lease renewal. If a tenant's circumstances change during a lease term in a manner that would make the tenant ineligible for a new lease under the SSSHP, that tenant may, nonetheless, still finish the lease term provided that tenant complies with all lease terms.

#### LEASE RENEWAL

A current tenant of a scattered site senior housing unit ~~may enter into a new will have priority over other applicants to lease for that unit for a new lease term~~ at the expiration of the current lease ~~to the extent that COCHRD elects to lease that unit under this plan~~. In order to retain such ~~preference priority~~, an existing tenant must notify COCHRD of his/her desire to ~~enter a new~~ ~~renew~~ the lease for that unit no less than sixty (60) days, and no more than ninety (90) days, prior to the expiration of the tenant's current lease. Upon receipt of such notice, COCHRD will notify tenant of the time and date for an interview to determine continued eligibility. The selection process will thereafter occur as set forth in Chapter 3.

## **Chapter 5**

### **PROGRAM ADMINISTRATION**

#### **ESTABLISHING AFFORDABLE RENT**

Rent for leases entered in 2009 will be set at a monthly rate of \$750.00. This rent amount is deemed affordable for tenants establishing income eligibility pursuant to the SSSHP. It is anticipated that monthly rent will thereafter be adjusted annually based on the average percentage change to the monthly rent rate for the City of Chandler market, as determined using Hendricks & Partners or a similar data resource. Any adjustment to the monthly rent rate that is less than ten percent (10%) of the monthly rent rate previously set, or that is consistent with the average rent change percentage for the City of Chandler market for the period in question, will not require further City Council approval.

#### **ESTABLISHING SECURITY DEPOSIT AND PET FEES**

The security deposit required for leases entered in 2009 will be \$500.00. COCHRD may adjust the amount of security deposit required without further City Council approval so long as said amount is not more than seventy-five percent (75%) of the monthly rent being charged. Additional deposits and/or fees may be applicable for tenants with pets pursuant to the SSSHP Pet Policy.

#### **RECORDS RETENTION**

COCHRD will comply with the City of Chandler's Planning and Development records retention schedule.

#### **RIGHTS GRANTED**

The adoption of the SSSHP and this implementation plan is not intended to, and does not, grant any rights to any applicant or any other persons. Rather, the implementation and continuation of the SSSHP and this plan by COCHRD is completely discretionary. The only rights granted to any person under the SSSHP are those set forth in the leases granted hereunder in favor of a tenant, and all tenant rights expire with the expiration of the lease.

#### **REASONABLE ACCOMMODATIONS**

Upon request, COCHRD will attempt to provide reasonable accommodations for applicants and members of a household who have disabilities.

## **PET POLICY**

The provisions of the SSSHP Pet Policy, attached hereto as Exhibit 3 and incorporated herein by this reference, are hereby adopted and deemed to be a part of this plan.

## **PLAN CHANGES**

Ministerial or purely administrative changes to this plan may be made by COCHRD staff upon approval by the City Attorney. All other amendments or changes to this plan shall require the approval of the City Council of the City of Chandler, but not the Public Housing Authority Commission.



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#10  
FEB 12 2009

**MEMORANDUM**                      **Planning and Development –Council Memo No. HD08-22**

**DATE:**            JANUARY 27, 2009

**TO:**                CITY COUNCIL

**THRU:**            W. MARK PENTZ, CITY MANAGER  
JEFF KURTZ, ACTING PLANNING AND DEVELOPMENT DIRECTOR  
KURT KNUTSON, HOUSING MANAGER

**FROM:**            LORRAINE TROW, HOUSING ADMINISTRATIVE SUPERVISOR

**SUBJECT:**        RESOLUTION NO. 4257 AUTHORIZING THE CITY OF CHANDLER  
HOUSING & REDEVELOPMENT SCATTERED SITE SENIOR HOUSING  
PROGRAM PLAN

**RECOMMENDATION:**

Staff, Housing and Human Services Commission (HHSC) recommend that City Council adopt Resolution No. 4257 authorizing the City of Chandler Housing and Redevelopment Scattered Site Senior Housing Program Plan.

**BACKGROUND:**

The City of Chandler Housing and Redevelopment Division is committed to continue to create and professionally manage innovative housing options for low-income families in the City of Chandler. The City of Chandler Housing and Redevelopment Division (COCHRD) recognizes that tough economic times are impacting seniors and there is a need for affordable housing for seniors. The Scattered Site Senior Housing program was designed to help a few income qualified seniors to maintain their quality of life. The intent of this program is to assist senior families with managing their housing costs in a senior designated community by offering a below market affordable rent. Income qualified for this program is defined as seniors that make between 50-80 percent of area median income.

**DISCUSSION:**

On January 17, 2008, City Council of the City of Chandler adopted ordinance number 3992 authorizing the acquisition of four senior scattered site residential properties within the City of Chandler to be leased to qualified, senior families that make between 50-80 percent of area median income. A total of four properties were purchased in adult, 55+ senior communities. Two properties were purchased in Solera and two properties were purchased in Springfield.

On December 3, 2008 a neighborhood meeting was held at the Solera Community Center to outline the Senior Scattered site program and answer residents' questions about the senior designated, affordable housing program. On December 17, 2008 a similar neighborhood meeting was held at the Springfield Community Center to provide the Springfield community with same information. In addition, staff provided handouts and staff contact information to each of the residents in attendance and their community's Board of Directors.

The City of Chandler Housing and Redevelopment Division created a written policy called the Scattered Site Senior Housing Program Plan that is consistent with the Arizona Residential and Tenant Act. The program plan is the written statement of policies used to carry out the housing program in accordance with applicable state law and local laws. The City of Chandler Housing and Redevelopment Division will review and update the program plan at least once a year, and more often if needed, to reflect changes in state law, our operations, or when needed to ensure staff consistency in operation.

Applicable state and local laws govern all issues related to the scattered site senior housing program not addressed in the program plan. The policies in the program plan have been designed to ensure compliance with the applicable state law.

Since the City of Chandler Housing and Redevelopment Division owns the scattered site senior houses, we become the management agency. The City of Chandler Housing and Redevelopment Division must comply with all of the legal and management responsibilities of a landlord in addition to administering the program in accordance with the Arizona Residential and Tenant Act and the Scattered Site Senior Housing Program Plan.

Key factors to the program are as follows:

- The Scattered Site Senior Housing program is not a HUD subsidized housing program. The program is self-sustaining through the rents collected;
- The Scattered Site Senior Housing program consists of four-two bedroom homes located in designated housing for older persons communities in Chandler;
- The maximum number of persons in a home is two;
- Seniors must be income qualified (50-80% of area median income).
- Priority will be given to seniors who are 62 years of age or older;
- Housing will be provided on a 'first come, first served' basis according to date and time of the application;
- Tenants must comply with Lease obligations, HOA rules or CC&Rs, whichever is most restrictive;
- One-year lease with the option to renew if it is mutually agreed upon;
- Initial rent is \$750 per month with lessee paying all utilities.

#### FINANCIAL IMPLICATIONS:

The costs to implement this program are derived from rent and other available resources. This investment also furthers our core mission to develop affordable housing while generating potential non-HUD revenue as a future income source.

Memo No. HD08-22  
City Council  
Page Three

PROPOSED MOTION:

Move approval of Resolution No. 4257 authorizing the City of Chandler Housing and Redevelopment Scattered Site Senior Housing Program Plan and supporting documents.

Attachments: Resolution No. 4257  
City of Chandler Housing and Redevelopment Scattered Site Senior Housing  
Program Plan and supporting documents

**RESOLUTION NO. 4257**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING THE CITY OF CHANDLER HOUSING & REDEVELOPMENT DIVISION SCATTERED SITE SENIOR HOUSING PROGRAM PLAN.**

**WHEREAS**, the City of Chandler Housing and Redevelopment Division (COCHRD) recognized that there was a need for affordable housing for the elderly and designed the Scattered Site Senior Housing Program (SSSHP) to help address that need;

**WHEREAS**, on January 17, 2008, City Council of the City of Chandler adopted Ordinance No. 3992 authorizing the acquisition of four (4) scattered site senior housing units within the City of Chandler to be leased pursuant to the SSSHP;

**WHEREAS**, COCHRD developed the Scattered Site Senior Housing Program Plan (the SSSHP Plan), incorporating lease forms and other supporting documents, to implement and manage the SSSHP; and

**WHEREAS**, the SSSHP Plan has been approved by the Public Housing Authority Commission of the City of Chandler.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Chandler as follows:

Section 1. That the SSSHP Plan, in the form attached hereto, including the documents incorporated therein, is hereby approved.

Section 2. That the staff of COCHRD is directed to perform all acts necessary to give effect to this Resolution.

**PASSED AND ADOPTED** by the City Council of the City of Chandler, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

CERTIFICATION

**I HEREBY CERTIFY** that the above and foregoing Resolution No. 4527 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, and that a quorum was present thereat.

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY

**CITY OF CHANDLER  
HOUSING AND REDEVELOPMENT DIVISION  
SCATTERED SITE SENIOR  
HOUSING PROGRAM PLAN**



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**Final Draft 2008**

**Recommendation approved by the Housing and Redevelopment Committee: December 10, 2008**  
**Approved by the Public Housing Authority Commission on:**

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**THE SCATTERED SITE SENIOR HOUSING PROGRAM**

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**EXHIBITS**

- Exhibit 1: Application for Scattered Site Senior Housing
- Exhibit 2: Scattered Site Senior Housing Lease Agreement
- Exhibit 3: Scattered Site Senior Housing Pet Policy

## Chapter 1

### THE SCATTERED SITE SENIOR HOUSING PROGRAM

The City of Chandler Housing and Redevelopment Division (COCHRD) is committed to creating and professionally managing innovative housing options for families. COCHRD further recognizes that there is a need for affordable housing for the elderly. The Scattered Site Senior Housing Program (SSSHP) was designed to help address that need. On January 17, 2008, City Council of the City of Chandler adopted Ordinance No. 3992 authorizing the acquisition of four (4) scattered site senior housing units within the City of Chandler to be leased pursuant to the SSSHP.

This plan has been approved by the Public Housing Authority Commission and the City Council of the City of Chandler to implement SSSHP. The purpose of the SSSHP is to provide decent, safe, and sanitary housing, in good repair, at a below market rent, to persons who are at least 55 years old making 50 to 80 percent of area median income. COCHRD screens applicants for SSSHP eligibility and, if they are found eligible, will, based on the priority provisions set forth in this plan, offer to lease a scattered site senior housing unit to the applicant. COCHRD will administer the SSSHP in accordance with the Arizona Residential Landlord and Tenant Act, any applicable Declarations of Covenants, Conditions and Restrictions (CC&Rs) and Homeowners Association (HOA) Rules applicable to the housing unit being leased and the terms of the lease and this plan.

## **Chapter 2**

### **ELIGIBILITY**

#### **PART I: DEFINITIONS**

##### **Applicant**

An *applicant* is an elderly or near elderly person who, either alone or in conjunction with a co-applicant, family member or spouse, submits an application for the SSSHP.

##### **Tenant**

*Tenant* is an adult applicant who execute a lease pursuant to the SSSHP. A tenant does not include a live-in aide. Tenants are responsible for the actions of any live-in aide, or guest.

##### **Elderly Persons**

An *elderly person* is a person who is at least 62 years of age at the time that a SSSHP application is submitted.

##### **Near-Elderly Persons**

A *near-elderly person* is a person who is 55-61 years of age at the time that a SSSHP application is submitted.

##### **Household**

*Household* means a maximum of two (2) people who are identified in a SSSHP lease who live in a scattered site senior housing unit. Live-in aide, while not deemed to be a tenant under this plan, will be considered to be members of the household and will count toward the maximum of two people permitted in a scattered site senior housing unit.

##### **Live-In Aide**

*Live-in aide* means a person who resides with an elderly or near elderly tenant who: (1) is determined by COCHRD to be essential to the care and well-being of the elderly or near elderly tenant; (2) is not obligated to support the tenant; and (3) would not be living in the unit except to provide the necessary support services to the tenant. Relatives of a tenant may be approved as live-in aides if they meet all of the criteria defining a live-in aide.

#### **PART II: BASIC ELIGIBILITY CRITERIA**

##### **AGE ELIGIBILITY**

All applicants, except a spouse or family member of an elderly or near elderly applicant, must be

elderly or near elderly at the time the SSSHP lease is executed.

## **INCOME ELIGIBILITY**

The combined annual income of all would-be tenants identified in an application must be within 50 to 80 percent of area median income at the time the SSSHP lease is executed. Area median income is based on estimations of median family income in a particular area or county, with adjustments for household size, included in annual reports prepared by the United States Department of Housing and Urban Development (HUD).

All income generated by all of the would-be tenants shall be included by COCHRD in determining income eligibility. Income includes, without limitation, wages and related compensation, money derived from self-employment, investment income, alimony, payments received in lieu of earnings, and periodic payments. Examples of periodic payments are social security and welfare assistance, annuity payments, lottery winnings, disability death benefits, and payments from insurance policies, retirement accounts or pensions.

## **NO CONFLICT OF INTEREST**

No applicant shall be directly related to a City of Chandler employee or council member, or have any direct affiliation with any business, property or person who receives benefits under a program administered by COCHRD at the time that the SSSHP lease is executed.

## **CONDUCT**

COCHRD may deny an application if it determines that an applicant or, as applicable, a live-in aide:

- (i) Has any history of unsuitable past performance in meeting financial obligations, including rent, within the past five (5) years. COCHRD may consider the existence of mitigating factors, such as loss of employment or other financial difficulties, when evaluating an applicant's failure to meet prior financial obligations.
- (ii) Has any history of disturbance of neighbors, destruction of property, or living or housekeeping habits within the past five (5) years, which did, or may, adversely affect the health, safety, or welfare of others.
- (iii) Has been evicted, or has had a lease terminated, within the past five (5) years.
- (iv) Has made misrepresentations within the past five (5) years, or has not provided information or documentation requested by COCHRD relating to eligibility including, without limitation, a failure to provide a written consent executed by each member of the household identified in the application permitting COCHRD to verify the information provided as part of the application process.

## **Chapter 3**

### **APPLICATIONS, PROSPECT LIST AND TENANT SELECTION**

#### **PART I: THE APPLICATION PROCESS**

##### **APPLYING FOR ASSISTANCE**

Applicants must apply for admission to the SSSHP using the application form attached hereto as Exhibit 1, which exhibit is hereby incorporated herein by this reference. All applications submitted must be complete in order to be accepted by COCHRD for processing. Application forms may be obtained at COCHRD offices during normal business hours or by requesting that a form be mailed. At least 20 days before it accepts applications, COCHRD will publish a notice in local newspapers of general circulation, and in other suitable media outlets, setting forth the date and time that it will start accepting applications. Applications may be hand-delivered to COCHRD offices or sent by mail and will be time and date stamped by COCHRD upon receipt. Applications received prior to the date set forth in COCHRD's notice will not be accepted. Applicants are responsible for keeping all contact and household composition information in the application submitted current.

##### **INITIAL REVIEW OF APPLICATION**

COCHRD will conduct an initial review of each application received for completeness and general compliance with eligibility criteria. A final review of the application will be required before COCHRD offers a scattered site senior housing unit pursuant to that application. If COCHRD can determine from the information provided that an applicant is ineligible for the SSSHP, COCHRD will send written notification of the ineligibility determination to the applicant(s) within ten (10) business days of receiving a complete application.

##### **PROSPECT LIST**

COCHRD will maintain a prospect list to determine which application will be the first to be further evaluated for potentially entering into a SSSHP lease when a scattered site senior housing unit becomes available for leasing. There are two tiers to the prospect list. The first tier is for applications where at least one applicant is elderly. The second tier is for applications where the older applicant is near elderly. COCHRD will use its best efforts to place applications meeting basic eligibility requirements on the applicable prospect list based on the time and date that a complete application is received. It must be noted; however, that no applicant has a right or entitlement to have an application listed on the prospect list, or to have any particular priority position on the prospect list. The prospect list will be closed, and further applications will not be accepted or processed, on the day after 50 complete applications are on the prospect list. The prospect list may be reopened at any time after there are 25 or fewer complete applications on the prospect list, subject to the notice provisions set forth earlier regarding the acceptance of applications

## **PART II: TENANT SELECTION**

### **SELECTION METHOD**

When a scattered site senior housing unit becomes available for leasing, COCHRD will go to the top of the first tier of the prospect list to identify the first eligible application. If there are no eligible applications on the first tier of the prospect list, COCHRD will go to the top of the second tier of the prospect list to identify the first eligible application. COCHRD will not initiate any selection procedures until the later of there being at least five (5) applications on the first tier of the prospect list or twenty (20) days from the date that COCHRD began accepting applications.

### **NOTIFICATION OF SELECTION FOR FURTHER EVALUATION**

COCHRD will notify the applicant(s) by first class mail when its application is selected from the prospect list for further evaluation. The notice will inform the applicant(s) of the date, time and location of an interview and the documents or information that should be brought by the applicant(s) to the interview. If a notification letter is returned unopened to COCHRD, the application will be removed from the prospect list without further notice.

### **INTERVIEW**

During the interview, COCHRD will verify that all information provided in the application remains current and will use the additional information and documentation obtained during the interview to verify eligibility for the SSSHP. Applicant(s) who are disruptive, unruly or uncooperative during the interview may be denied participation in the SSSHP even if the applicant(s) are otherwise eligible for participation.

Any required documents or information that the applicant(s) are unable to provide at the interview must be provided within two (2) business days of the interview. If the required documents and information are not provided, the applicant(s) will be sent a notice of denial and COCHRD will notify the applicant(s) from the next application on the prospect list in accordance with the "selection method" referenced earlier.

If the applicant(s) are unable to attend a scheduled interview, the applicant(s) must contact the COCHRD twenty-four (24) hours in advance of the interview to schedule a new interview date to remain eligible. An interview may only be rescheduled once. If the applicant(s) do not attend a scheduled interview, do not schedule a new interview as provided herein, or seek to reschedule an interview more than once (or more than seven (7) days after the original interview date), the application will be removed from the prospect list without further notice and COCHRD will notify the applicant(s) from the next application on the prospect list in accordance with the "selection method" referenced earlier.

### **UNIT OFFER**

Once the applicant(s) have been verified as eligible through the interview process, the applicant(s) will be shown the scattered site senior housing unit(s) available for lease and will be provided the

following documents:

- A copy of the SSSHHP form lease
- A copy of the CC & R's
- HOA information and related forms
- A copy of this plan
- A copy of the SSSHHP Pet Policy

To remain eligible, the applicant(s) must execute a SSSHHP lease for the scattered site senior housing unit offered within three (3) days of being shown the available unit(s). At lease signing, COCHRD will provide the following items and discuss the following matters:

- House keys
- Gate access card
- Garage door opener
- Applicable deposits and other charges
- Review and explanation of lease provisions
- Unit maintenance and work orders

A copy of the executed lease will be provided to the tenant and COCHRD will retain the original. If a lease is not timely executed as provided herein, COCHRD will notify the applicant(s) from the next application on the prospect list in accordance with the "selection method" referenced earlier.

## **Chapter 4**

### **LEASE**

#### **LEASE TERM**

COCHRD will use the lease form attached hereto as Exhibit 2, which exhibit is hereby incorporated herein by this reference. No lease entered pursuant to this plan shall be for a term that exceeds one (1) year.

#### **SURVIVOR RIGHTS**

All adult members of the household will execute the lease, but only the tenants will be afforded survivor rights to the premises. A tenant may remain a tenant even after a co-tenant dies or vacates the premises so long as the remaining, or surviving, tenant complies with all lease terms.

#### **CONTINUED SSSHP ELIGIBILITY**

Tenant satisfaction of SSSHP eligibility criteria is of relevance only at lease inception or lease renewal. If a tenant's circumstances change during a lease term in a manner that would make the tenant ineligible for a new lease under the SSSHP, that tenant may, nonetheless, still finish the lease term provided that tenant complies with all lease terms.

#### **LEASE RENEWAL**

A current tenant of a scattered site senior housing unit will have priority over other applicants to lease that unit for a new lease term at the expiration of the current lease. In order to retain such priority, an existing tenant must notify COCHRD of his/her desire to renew the lease for that unit no less than sixty- (60) days, and no more than ninety - (90) days, prior to the expiration of the tenant's current lease. Upon receipt of such notice, COCHRD will notify tenant of the time and date for an interview to determine continued eligibility. The selection process will thereafter occur as set forth in Chapter 3.

## **Chapter 5**

### **PROGRAM ADMINISTRATION**

#### **ESTABLISHING BELOW MARKET RENT**

Rent for leases entered in 2009 will be set at a monthly rate of \$750.00. It is anticipated that monthly rent will thereafter be adjusted annually based on the average percentage change to the monthly rent rate for the City of Chandler market, as determined using Hendricks & Partners or a similar data resource. Any adjustment to the monthly rent rate that is less than ten percent (10%) of the monthly rent rate previously set, or that is consistent with the average rent change percentage for the City of Chandler market, will not require further City Council approval.

#### **ESTABLISHING SECURITY DEPOSIT AMOUNT**

The security deposit required for leases entered in 2009 will be \$500.00. COCHRD may adjust the amount of security deposit required without further City Council approval so long as said amount is not more than seventy-five percent (75%) of the monthly rent being charged.

#### **RECORDS RETENTION**

COCHRD will comply with the City of Chandler's Planning and Development records retention schedule.

#### **RIGHTS GRANTED**

The adoption of the SSSHP and this implementation plan is not intended to, and does not, grant any rights to any applicant or any other persons. Rather, the implementation and continuation of the SSSHP and this plan is completely discretionary. The only rights granted to any person under the SSSHP are those set forth in the leases granted hereunder in favor of a tenant, and all tenant rights expire with the expiration of the lease.

#### **REASONABLE ACCOMMODATIONS**

Upon request, COCHRD will attempt to provide reasonable accommodations for applicants and members of a household who have disabilities.

## **PET POLICY**

COCHRD will use the SSSHP Pet Policy attached hereto as Exhibit 3, which exhibit is hereby incorporated herein by this reference.

## **PLAN CHANGES**

Ministerial or purely administrative changes to this plan may be made by COCHRD staff upon approval by the City Attorney. All other amendments or changes to this plan shall require the approval of the City Council of the City of Chandler, but not the Public Housing Authority Commission.



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## Scattered Site Senior Housing Program Application

Date of Application: \_\_\_\_\_

<b>TENANT #1 INFORMATION</b>				
FIRST NAME		LAST NAME		MIDDLE/MAIDEN NAME
SOCIAL SECURITY #		SEX	AGE	DATE OF BIRTH (DOB)
ADDRESS	PO BOX/STREET		APT/UNIT #	
	CITY/STATE/ZIP			
DRIVERS LICENSE #			DRIVERS LICENSE STATE	
TELEPHONE NUMBERS	HOME	CELL	WORK	MESSAGE
Marital Status			Spouse's Name	
Bank Name/Phone #			Bank Name/Phone #	
Account #			Account #	
<b>OTHER INFORMATION</b>				
<u>YES</u> <input type="checkbox"/>	<u>NO</u> <input type="checkbox"/>	Have you ever used a name other than the one you are using now? If yes, please explain:		
<input type="checkbox"/>	<input type="checkbox"/>	Have you ever filed for Bankruptcy? If yes, court and case number:		
<input type="checkbox"/>	<input type="checkbox"/>	Are you party to any lawsuit? If yes, please describe:		
<input type="checkbox"/>	<input type="checkbox"/>	Are there any judgments against you? If yes, please describe:		
<input type="checkbox"/>	<input type="checkbox"/>	Have you ever been evicted from a rental unit? If yes, please explain:		
<input type="checkbox"/>	<input type="checkbox"/>	Do you own any real estate? If yes, please explain:		

INCOME INFORMATION					
EMPLOYER NAME	ADDRESS	JOB TITLE	EMPLOYER'S PHONE NUMBER	RATE/HOUR	HOURS/WEEK/MONTHLY
				\$	
OTHER SOURCES OF INCOME:				\$	
				\$	

TENANT #2 INFORMATION					
FIRST NAME		LAST NAME		MIDDLE/MAIDEN NAME	
SOCIAL SECURITY #		SEX	AGE	DATE OF BIRTH (DOB)	
DRIVERS LICENSE #			DRIVERS LICENSE STATE		
TELEPHONE NUMBERS	HOME	CELL	WORK	MESSAGE	
Marital Status			Spouse's Name		
Bank Name/Phone #			Bank Name/Phone #		
Account #			Account #		
OTHER INFORMATION					
<u>YES</u> <input type="checkbox"/>	<u>NO</u> <input type="checkbox"/>	Have you ever used a name other than the one you are using now? If yes, please explain:			
<input type="checkbox"/>	<input type="checkbox"/>	Have you ever filed for Bankruptcy? If yes, court and case number:			
<input type="checkbox"/>	<input type="checkbox"/>	Are you party to any lawsuit? If yes, please describe:			
<input type="checkbox"/>	<input type="checkbox"/>	Are there any judgments against you? If yes, please describe:			
<input type="checkbox"/>	<input type="checkbox"/>	Have you ever been evicted from a rental unit? If yes, please explain:			
<input type="checkbox"/>	<input type="checkbox"/>	Do you own any real estate? If yes, please explain:			

<b>INCOME INFORMATION</b>					
EMPLOYER NAME	ADDRESS	JOB TITLE	EMPLOYER'S PHONE NUMBER	RATE/HOUR	HOURS/WEEK/MONTHLY
				\$	
OTHER SOURCES OF INCOME:				\$	
				\$	

<b>LIVE IN AIDE INFORMATION</b>			
FIRST NAME	LAST NAME	MIDDLE/MAIDEN NAME	
SOCIAL SECURITY #	SEX	AGE	DATE OF BIRTH (DOB)
DRIVERS LICENSE #	DRIVERS LICENSE STATE		
TELEPHONE NUMBERS	HOME	CELL	WORK MESSAGE
OTHER INFORMATION			
<u>YES</u> <input type="checkbox"/>	<u>NO</u> <input type="checkbox"/>	Have you ever used a name other than the one you are using now? If yes, please explain:	

<b>LANDLORD REFERENCES</b>				
List three (3) of your most recent landlords.				
NAME AND ADDRESS	TELEPHONE #	RENT \$	DATES YOU LIVED THERE FROM: TO:	REASON FOR LEAVING

<b>OTHER INFORMATION:</b> List the name, phone number and address of two friends or relatives that we can contact if we are unable to reach you in case of an emergency.	
CONTACT NAME	CONTACT NAME
PHONE NUMBER	PHONE NUMBER
ADDRESS	ADDRESS

<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>	Do you have any pets you would like to occupy the residence? If yes, how many and what kind? (Note: this provision does not imply pets are allowed)
--	---------------------------------------	--

By your signature hereon, you agree that the information disclosed by you herein is true, complete and accurate to the best of your knowledge, and you agree that the information disclosed by you herein is material to the potential Lessor's decision with respect to granting or denying your application to enter into a lease.

Signed Tenant #1: \_\_\_\_\_ Date: \_\_\_\_\_  
Signed Tenant #2: \_\_\_\_\_ Date: \_\_\_\_\_  
Signed Live In Aide: \_\_\_\_\_ Date: \_\_\_\_\_

### EQUAL OPPORTUNITY COMPLIANCE

The following information is being requested to comply with equal opportunity requirements and to assure that no discrimination occurs. Your answer will not affect your selection for the program. Please check the appropriate box.

Race of the head of household:  White (Caucasian)  Black  Pacific Islander  
 American Indian  Asian

Ethnicity of the head of the household:  Hispanic  Non-Hispanic

**CONSENT TO CREDIT**  
**AND**  
**CRIMINAL HISTORY CHECK**

I/We, \_\_\_\_\_, the undersigned applicant(s) authorize landlord, The City of Chandler Housing and Redevelopment Division or his/her/their agent to order and review my/our credit and criminal history and investigate the accuracy of the information contained in the application. I/We further authorize all banks, employers, creditors, credit card companies, references, and any and all other persons to provide to Landlord any and all information concerning my/our credit.

Signed Tenant #1: \_\_\_\_\_ Date: \_\_\_\_\_

Signed Tenant #2: \_\_\_\_\_ Date: \_\_\_\_\_

Signed Live In Aide: \_\_\_\_\_ Date: \_\_\_\_\_



# SCATTERED SITE SENIOR HOUSING LEASE AGREEMENT

This Residential Lease Agreement (hereinafter "Lease") is entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Lessor: City of Chandler Housing and Redevelopment Division, (hereinafter referred to as "Landlord"), and the Lessee(s): \_\_\_\_\_. All Lessees (hereinafter referred to collectively as "Tenant"), are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

**1. GRANT OF LEASE:** Landlord does hereby Lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the personal residence located in Maricopa County, Arizona, with address of:

\_\_\_\_\_  
including the following items of personal property:

Washer/Dryer  Refrigerator  Range/Oven  Microwave  Other: \_\_\_\_\_

**2. NATURE OF OCCUPANCY:** As a special consideration and inducement for the granting of this Lease by the Landlord to the Tenant, the personal residence described above shall be used and occupied only by the Tenant or others whose names and ages are set forth below:

\_\_\_\_\_

**3. TERM OF LEASE:** This Lease shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and extend until its expiration on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, unless the Lease is terminated early due to a breach, renewed or extended pursuant to the terms herein.

**4. SECURITY DEPOSIT:** Upon execution of this Lease, Tenant shall deposit the sum of \_\_\_\_\_ to be held by Landlord as a security deposit for reasonable cleaning of, and repair of damages to, the premises upon the expiration or termination of this Lease, or other reasonable damages resulting from a default by Tenant. Tenant shall be liable to Landlord for all damages to the Leased premises upon the termination of this Lease, ordinary wear and tear excepted. Tenant is not entitled to interest on the security deposit. Tenant may not apply the security deposit to any rent due under this Lease. If Landlord sells or assigns the Leased premises, Landlord shall have the right to transfer Tenant's security deposit to the new owner or assignee to hold under this Lease, and upon so doing Landlord shall be released from all liability to Tenant for return of said security deposit.

As per Arizona Code § 33-1321, upon termination of the Lease Agreement, Landlord may apply the security deposit to the payment of all rent, and subject to a Landlord's duty to mitigate, all charges as specified in the signed Lease agreement, or as provided in Arizona law, including the amount of damages which the Landlord has suffered by reason of the Tenant's noncompliance with Arizona Code § 33-1341. Within fourteen (14) days, excluding Saturdays, Sundays or other legal holidays, after termination of the Lease Agreement and delivery of possession, and demand by the Tenant, the Landlord shall provide the Tenant an itemized list of all deductions together with the amount due and payable to the Tenant, if any. Unless other arrangements are made in writing by the Tenant, the Landlord shall mail, by regular mail, to the Tenant's last known place of residence

**5. RENT PAYMENTS:**

- a. Tenant agrees to pay rent unto the Landlord during the term of this Lease in equal monthly installments of \_\_\_\_\_, said installment for each month being due and payable on or before the 1st day of the month, the first full rent payment under this Lease being due on the 1st day of \_\_\_\_\_, 20\_\_\_\_.
- b. Tenant agrees that if rent is not paid in full on or before the fifth day of the month, Tenant will pay a late charge of \$25.00 as allowed by applicable Arizona law. Payment of late charge does not preclude the Landlord seeking eviction for the failure to timely pay rent.

- c. The prorated rent from the commencement of this Lease to the first day of the following month is \$ \_\_\_\_\_, which amount shall be paid at the execution of this Lease.
- d. Tenant agrees that rent shall be paid in lawful money of the United States by (indicate those that apply):  
[ ] cash, [ ] personal check, [ ] money order, [ ] cashier's check, [ ] other \_\_\_\_\_.
- e. When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and a returned check fee of \$25.00 will be charged to the family.
- f. Rent payments shall be made payable to *City of Chandler Housing Division* and mailed or delivered to the following address: *Boyer Building, Utility Office, 1<sup>st</sup> Floor, 55 N. Arizona Place, Chandler, Arizona 85225*. All notices from Tenant to Landlord under this Lease and applicable Arizona law shall be mailed to City of Chandler Housing Division, Mail Stop 101, PO Box 4008, Chandler, AZ 85244-4008 or hand delivered to the City of Chandler Housing Division at 265 East Buffalo Street, Chandler, AZ 85225.
- g. Tenant agrees that rent monies will not be considered paid until Landlord or Landlord's agent receives the rent monies, either by mail or by delivery to the above address. Tenant placing rent monies in the mail is not sufficient for rent to be considered paid, and rent will be considered unpaid until actual receipt thereof.
- h. If there are multiple Tenants signed to this Lease, all such Tenants are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

#### **6. MAINTENANCE COSTS:**

Tenant shall pay a charge for the cost of maintenance services or repairs incurred by damage to the Residence, beyond normal wear and tear, caused by intentional or negligent acts (either of omission or commission) of Tenant, any of Tenant's household members or by any guest. The charge for such service or repair shall be the actual cost to the City of Chandler Housing Division for the labor and materials needed to complete the work. If overtime work is required, those charges will apply.

#### **7. CONSEQUENCES OF BREACH BY TENANT:**

- a. As per Arizona Code § 33-1368, 33-1368B, 33-1377, a Tenant may not withhold rent for any reason. If rent is unpaid when due and the Tenant fails to pay rent within five days after written notice by the Landlord of nonpayment and the Landlord's intention to terminate the Lease if the rent is not paid within that period of time, the Landlord may terminate the Lease by filing a special detainer action pursuant to section 33-1377. Before the filing of a special detainer action the Lease shall be reinstated if the Tenant tenders all past due and unpaid periodic rent and a reasonable late fee set forth in termination of the Lease. After a special detainer action is filed the Lease is reinstated only if the Tenant pays all past due rent, reasonable late fees set forth in section 6.b of the Lease, attorney fees and court costs. After a judgment has been entered in a special detainer action in favor of the Landlord, any reinstatement of the Lease is solely in the discretion of the Landlord.
- b. As per Arizona Code § 33-1368, if there is a material noncompliance by the Tenant, with the Lease Agreement, including material falsification of the information provided on the rental application, program plan or policies, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that the Lease Agreement will terminate upon a date not less than ten (10) days after receipt of the notice if the breach is not remedied in ten days. "Material falsification" shall include the following untrue or misleading information about the:
1. Number of occupants in the dwelling unit, pets, income of prospective Tenant; age of prospective Tenant and members of the Tenants family, social security number and current employment listed on the application or Lease Agreement.
  2. Tenant's criminal records, prior eviction record and current criminal activity. Material falsification of information in this paragraph is not curable.
  3. If there is a noncompliance by the Tenant with § 33-1341 materially affecting health and safety, the Landlord may

deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that the Lease will terminate upon a date not less than five (5) days after receipt of the notice if the breach is not remedied in five days.

However, if the breach is remediable by repair or the payment of damages or otherwise, and the Tenant adequately remedies the breach before the date specified in the notice, the Lease will not terminate.

If there is an additional act of these types of noncompliance of the same or a similar nature during the term of the Lease after the previous remedy of noncompliance, the Landlord may institute a special detainer action pursuant to § 33-1377 ten days after delivery of a written notice advising the Tenant that a second noncompliance of the same or a similar nature has occurred.

- c. If there is a breach that is both material and irreparable and that occurs on the premises, including but not limited to an illegal discharge of a weapon, homicide as defined in §§ 13-1102 through 13-1105, prostitution as defined in § 13-3211, criminal street gang activity as prescribed in § 13-105, activity as prohibited in § 13-2308, the unlawful manufacturing, selling, transferring, possessing, using or storing of a controlled substance as defined in § 13-3451, threatening or intimidating as prohibited in § 13-1202, assault as prohibited in § 13-1203, acts that have been found to constitute a nuisance pursuant to § 12-991 or a breach of the Lease agreement that otherwise jeopardizes the health, safety and welfare of the Landlord, the Landlord's agent or another Tenant or involving imminent or actual serious property damage, the Landlord may deliver a written notice for **immediate termination** of the Lease and shall proceed under § 33-1377.
- d. Any contrary provision of this Lease Agreement notwithstanding, Tenant shall be held responsible for the actions of the Tenant's guests that violate the Lease agreement or rules or regulations of the Landlord if the Tenant could reasonably be expected to be aware that such actions might occur and did not attempt to prevent those actions to the best of the Tenant's ability.
- e. Breach by one Tenant shall be considered breach by all Tenants where Tenant is more than one person.

**8. DELIVERY OF NOTICES:** Any giving of notice under this Lease or applicable Arizona law shall be made by Tenant in writing and delivered to the *City of Chandler Housing and Redevelopment Division, MS101, Post Office Box 4008, Chandler, AZ 85244-4008*. Delivery by mail shall not be considered complete until actual receipt by Landlord or Landlord's agent.

Any notices from Landlord to Tenant shall be in writing and shall be deemed sufficiently served upon Tenant when deposited in the mail addressed to the Leased premises, or addressed to Tenant's last known post office address, or hand delivered. If Tenant is more than one person, then notice to one shall be sufficient as notice to all.

**9. UTILITIES:** Tenant will provide and pay for all utilities. Tenant shall be responsible for contacting and arranging for any utility service. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the Leased premises back unto Landlord upon termination or expiration of this Lease.

**10. NOTICE OF INTENT TO SURRENDER:** Any other provision of this Lease to the contrary notwithstanding, at least thirty (30) days prior to the normal expiration of the term of this Lease as noted under the heading TERM OF LEASE above, Tenant shall give written notice to Landlord of Tenant's intention to surrender the residence at the expiration of the Lease term. It is the responsibility of the Tenant to schedule a move-out inspection.

If the Tenant remains in possession without the Landlord's consent after expiration or termination of the Lease, the Landlord may bring an action for possession and if the Tenant's holdover is willful and not in good faith the Landlord, in addition, may recover an amount equal to not more than two months' periodic rent or twice the actual damages sustained by the Landlord, whichever is greater. If the Landlord consents in writing to the Tenant's continued occupancy, section 33-1314, subsection D applies.

**11. OBLIGATIONS AND DUTIES OF LANDLORD:**

Consistent with Arizona Code § 33-1324 and the intentions of the parties to this Lease, Landlord shall:

- a. Comply with the requirements of applicable building codes materially affecting health and safety.
- b. Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition.

- c. Keep all common areas of the premises in a clean and safe condition.
- d. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, supplied or required to be supplied by Landlord.
- e. Provide and maintain appropriate receptacles and conveniences for the removal of garbage, rubbish and other waste incidental to the occupancy of the dwelling unit and arrange for their removal.
- f. Provide and maintain smoke detector(s).
- g. Supply running water and reasonable amounts of hot water at all times, reasonable heat and reasonable air-conditioning or cooling where such units are installed and offered, when required by seasonal weather conditions, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose or the dwelling unit is so constructed that heat, air-conditioning, cooling or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct public utility connection.
- h. Deliver to Tenant the following keys relating to the premises:  
 House key    Gate Access Card    Garage Door Opener    Other: \_\_\_\_\_
- i. Pay the homeowner's association fees.

**12. OBLIGATIONS AND DUTIES OF TENANT:**

Consistent with Arizona Code § 33-1341 and the intentions of the parties to this Lease, Tenant shall:

- a. Comply with all obligations primarily imposed upon Tenants by applicable provisions of building codes materially affecting health and safety.
- b. Keep that part of the premises that the Tenant occupies and uses as clean and safe as the condition of the premises permit.
- c. Dispose from Tenant's dwelling unit all rubbish, garbage and other waste in a clean and safe manner.
- d. Keep all plumbing fixtures in the dwelling unit or used by the Tenant as clean as their condition permits.
- e. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances in the premises.
- f. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so.
- g. Conduct himself and require other persons on the premises with Tenant's consent to conduct themselves in a manner that will not disturb Tenant's neighbors' peaceful enjoyment of the premises.
- h. Notify Landlord of any situation or occurrence that requires the Landlord to provide maintenance, make repairs, or otherwise requires the Landlord to take action as required by the Arizona Residential Landlord and Tenant Act. This obligation includes the limited notice that a smoke detector is not working or is missing. In the event the Tenant notifies Landlord of any condition requiring the Landlord to make repairs or perform maintenance, such notice shall constitute permission from the Tenant for the Landlord to enter the Premises for the sole purpose of making the repairs or performing the maintenance requested.
- i. Maintain all utility services at all times.
- j. Make timely payment for sums due under the Lease, including payment of rent.
- k. Maintain any private yard associated with the premises includes without limitation, weed control.

- l. Upon the expiration or termination of this Lease, Tenant promises to surrender the premises to Landlord in the same condition as when the Lease term commenced, reasonable wear and tear excepted; all debris will be removed from the premises; mail forwarded; and keys/garage door opener/gate access card returned to Landlord. Tenant shall have all utilities on until after move-out inspection.
- m. Notify Landlord if the smoke detector is not working properly or missing from the Premises.
- n. Notify Landlord of Tenant's designated next of kin for notification to section 34 of the Lease and to keep said information current.
- o. Read and abide by the covenants, conditions and restrictions (CC&R's) relating to the premises and Scattered Site Senior Housing Plan.

**13. NO ASSIGNMENT:** Tenant expressly agrees that the Leased premises nor any portion thereof shall not be assigned or sub-let by Tenant without the prior written consent of Landlord.

**14. TENANT INSURANCE:** Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not proximately caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God, and Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the Leased premises and/or in any common areas from any and all damages.

**15. CONDITION OF LEASED PREMISES:** Tenant hereby acknowledges that Tenant has examined the Leased premises prior to the signing of this Lease, or knowingly waived said examination. Tenant acknowledges that Tenant has not relied on any representations made by Landlord or Landlord's agents regarding the condition of the Leased premises and that Tenant takes premises in its AS-IS condition with no express or implied warranties or representations beyond those contained herein or required by applicable Arizona law. Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment, with consequences for non-payment identical to those for non-payment of rent described herein. At the expiration or termination of the Lease, Tenant shall return the Leased premises in as good condition as when taken by Tenant at the commencement of the Lease, with only normal wear-and-tear excepted. Tenant shall have the right to remove from the premises Tenant's fixtures placed thereon by Tenant at his expense, provided, however, that Tenant in effecting removal, shall restore the Leased premises to as good, safe, sound, orderly and slightly condition as before the addition of Tenant's fixture. Failing this, Tenant shall be obligated to pay for repairs as stated above.

**16. ALTERATIONS:** Tenant shall make no alterations, decorations, additions, or improvements to the Leased premises without first obtaining the express written consent of Landlord. Any of the above-described work shall become part of the dwelling. If carried out by independent contractors, said contractors must be approved by Landlord. Tenant shall not contract for work to be done without first placing monies sufficient to satisfy the contract price in an escrow account approved by Landlord. All work shall be done at such times and in such manner as Landlord may designate. If a construction or mechanic's lien is placed on the Leased premises as a result of the work, such shall be satisfied by Tenant within ten (10) days thereafter at Tenant's sole expense. Tenant shall be considered in breach of this Lease upon failure to satisfy said lien.

**17. NO ILLEGAL USE:** Tenant shall not perpetrate, allow or suffer any acts or omissions contrary to law or ordinance to be carried out upon the Leased premises or in any common area. Upon obtaining actual knowledge of any illegal acts or omissions upon the Leased premises, Tenant agrees to immediately inform Landlord and the appropriate authorities. Tenant shall bear responsibility for any and all illegal acts or omissions upon the Leased premises and shall be considered in breach of this Lease upon conviction of Tenant or any of Tenant's family or invitees, licensees, and/or guests for any illegal act or omission upon the Leased premises- whether known or unknown to Tenant.

**18. NOTICE OF INJURIES:** In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the Leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices as soon as possible but

not later than five (5) days after said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.

**19. LANDLORD'S RIGHT TO MORTGAGE:** Tenant agrees to accept the premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney for Tenant for the sole purpose of executing and delivering in the name of the Tenant any document(s) related to the Landlord's right to subject the premises to a mortgage or other lien.

**20. DELAY IN REPAIRS:** Tenant agrees that if any repairs to be made by Landlord are delayed by reasons beyond Landlord's control, there shall be no effect on the obligations of Tenant under this Lease.

**21. ABANDONMENT:** Abandonment shall be defined as the absence of the Tenant from the Leased premises for a period of seven (7) or more consecutive days while rent or any owing monies remain unpaid- whereupon Tenant will be considered in breach of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease or applicable Arizona law, except that in case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the Leased premises as provided by applicable Arizona law, and terminate this Lease without notice to Tenant.

**22. NOTICE OF ABSENCE FROM PREMISES:** If Tenant is to be absent from the Leased premises for seven (7) or more consecutive days, written notice of such should be served upon Landlord. If such absences are to be customary or frequent, the expected frequency and duration of absence should be summarily noted here:

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Tenant expressly agrees and understands that absence from the premises, with or without notice, in no way obviates the requirement to pay rent and other monies as stated herein, or the consequences of failure to timely pay same.

**23. POSSESSION OF PREMISES:** Tenant shall not be entitled to possession of the premises designated for Lease until the security deposit and first month's rent (or prorated portion thereof), less any applicable promotional discount, is paid in full and the premises designated for Lease is vacated by the prior Tenant.

**24. DELAY OF POSSESSION:** Tenant expressly agrees that if by reason of the premises being unready for occupancy, or by reason of the previous Tenant or occupant of the dwelling holding over, or as a result of any other cause whatsoever, Tenant is unable to enter and occupy the premises, Landlord shall not be liable to Tenant in damages, but shall abate the rent for the period in which the Tenant is unable to occupy the premises.

**25. MATERIALITY OF APPLICATION TO RENT:** All representations made by Tenant(s) on the Application to Rent (or like-titled documents) are material to the grant of this Lease, and the Lease is granted only on condition of the truthfulness and accuracy of said representations. If a failure to disclose or lack of truthfulness is discovered on said Application, Landlord may deem Tenant to be in breach of this Lease.

**26. MODIFICATION OF THIS LEASE:** Any modification of this Lease shall not be binding upon Landlord unless in writing and signed by Landlord or Landlord's authorized agent. No oral representation shall be effective to modify this Lease. If, as per the terms of this paragraph, any provision of this Lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect.

**27. REMEDIES NOT EXCLUSIVE:** The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable Arizona law.

**28. SEVERABILITY:** If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.

**29. NO WAIVER:** The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be

considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Lease.

**30. HEIRS AND ASSIGNS:** It is agreed and understood that all covenants of this Lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this Lease in violation of any term hereof.

**31. DESTRUCTION OF PREMISES:** In the event the Leased premises shall be destroyed or rendered totally untenable by fire, windstorm, or any other cause beyond the control of Landlord, then this Lease shall cease and terminate as of the date of such destruction, and the rent shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises as if being prorated as of that date. In the event the Leased premises are damaged by fire, windstorm or other cause beyond the control of Landlord so as to render the same partially untenable, but repairable within a reasonable time, then this Lease shall remain in force and effect and the Landlord shall, within said reasonable time, restore said premises to substantially the condition the premises were in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the Leased premises bears to the whole of said premises.

**32. EMINENT DOMAIN:** In the event that the Leased premises shall be taken by eminent domain, the rent shall be prorated to the date of taking and this Lease shall terminate on that date.

**33. LANDLORD ENTRY AND LIEN:** In addition to the rights provided by applicable Arizona law, Landlord shall have the right to enter the Leased premises at all reasonable times for the purpose of inspecting the same and/or showing the same to prospective Tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Landlord for the preservation of the Leased premises or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease. Landlord shall give two days notice of intent to enter premises except in the case of an emergency. Furthermore, Landlord retains a Landlord's Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the Leased premises.

**34. DEATH OF TENANT:** When the only Tenant living in a dwelling unit dies, the Landlord will notify the Tenant's next of kin identified by Tenant pursuant to section 12, n of the Lease of (1) Tenant's death and (2) the Landlord's intentions regarding the Tenant's personal belongings. If the next of kin fails to reclaim them within a specified period, the Landlord will then file an affidavit in probate court regarding the deceased Tenant and his personal belongings. When the Tenant living in the dwelling unit dies, but has a remaining member of the Tenant's household, the remaining member will be permitted to continue the Lease only if all program eligibility requirements are met.

**35. GOVERNING LAW:** This Lease is governed by the statutory and case law of the State of Arizona.

**36. LEAD-BASED PAINT DISCLOSURE: HOUSING BUILT BEFORE 1978 MAY CONTAIN LEAD-BASED PAINT. LEAD FROM PAINT, PAINT CHIPS, AND DUST CAN POSE HEALTH HAZARDS IF NOT MANAGED PROPERLY. LEAD EXPOSURE IS ESPECIALLY HARMFUL TO YOUNG CHILDREN AND PREGNANT WOMEN. BEFORE RENTING PRE-1978 HOUSING, LESSORS MUST DISCLOSE THE PRESENCE OF KNOWN LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS IN THE DWELLING. LEASES MUST ALSO RECEIVED A FEDERALLY APPROVED PAMPHLET ON LEAD POISONING PREVENTION.**

Landlord states as follows: [Landlord check one]

- The Leased premise was constructed in 1978 or later.
- The Leased premise was constructed prior to 1978. Landlord has conformed with all federal requirements regarding lead-based paint disclosure including the completion and mutual signing with Tenant and any agents, of the Lead-Based Paint Disclosure Form attached hereto and incorporated into this Lease as a part hereof. All associated information required by the Disclosure form (if any) was furnished to Tenant, and Tenant received the EPA pamphlet "*Protect Your Family from Lead in Your Home.*"

**37. ADDITIONAL PROVISIONS:**

Tenant hereby acknowledges his/her receipt of the following documents and further acknowledges and agrees that the failure to comply w/ the policies and obligations imposed on Tenant pursuant to these documents shall be deemed to be a failure to comply w/ the terms of the Lease and shall constitute a breach subject to the consequences set forth herein relating to a breach of this Lease:

- Scattered Site Senior Housing Program Plan
- Covenants, Conditions and Restrictions (CC&Rs) relating to the premises
- Homeowners Association Rules and Regulations relating to the premises
- Scattered Site Senior Housing Program [Pet Policy]

In the event of a conflict between the provisions set forth in the Lease and the provisions set forth in the above referenced documents, or a conflict between provisions in these documents, the most restrictive provision will apply.

Tenant further acknowledges that the rent being charged to Tenant represents a below market rental rate reflective of the special circumstances set forth by Tenant in his/her application documents, and it is Landlord's intent to fully pursue all remedies available for any fraud or misrepresentation in the application documents submitted by Tenant including, w/o limitation, recouping any amounts necessary to reflect what the actual market based rental rate would be during the Lease period.

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LANDLORD

Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

TENANT

Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

TENANT

Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

LIVE-IN AIDE

Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

# Scattered Site Senior Housing Program Pet Policy

This policy establishes the rules and conditions under which a pet may be kept in Scattered Site Senior Housing properties. The primary purpose of these rules is to establish reasonable requirements for the keeping of common household pets in order to provide a decent, safe and sanitary environment for existing and prospective tenants, and to preserve the physical condition of the property.

This policy does not apply to animals that are used to assist, support or provide service to persons with disabilities, or to service animals that visit.

Violations of this policy shall be considered a violation of a material term of the lease. The City of Chandler Housing and Redevelopment Division (COCHRD) may require the removal of a pet upon violation of these rules, or may commence eviction procedures.

A common household pet is defined as a domesticated animal of a species that is commonly kept as a household pet in the community such as a cat, dog, (maximum adult weight of 20 pounds full grown), fish (maximum 10 gallon fish tank), bird, hamsters, guinea pigs or gerbils.

## **TYPES AND NUMBER OF PETS ALLOWED**

1. A maximum of two pets.
2. Only domesticated, common household pets will be allowed. Pets of vicious or aggressive disposition deemed by COCHRD to be potentially harmful to the health and safety of others are prohibited.
3. Livestock, poisonous reptiles, amphibians or fish, snakes, birds of prey, insects, and arachnids are strictly prohibited.

## **PET SECURITY DEPOSIT**

1. Tenant agrees to pay a 'Pet Deposit' in the amount of \$250. \$100 is a refundable deposit and \$150 is a nonrefundable sanitation fee, which shall be held as security for the faithful performance of this Pet Policy,

## **PET OWNERSHIP RULES**

1. The tenant shall keep the home and surrounding areas free of pet odors, insect infestation, waste and litter and maintain the home in sanitary condition at all times.
2. The tenant shall be responsible to clean up after their pet anywhere on property. All droppings will be cleaned up immediately. Droppings must be disposed of by being placed in a suitable covered trash container.
3. The tenant shall keep his/her pet inside the home at all times except for

transportation on and off property and daily walks for dogs. When outside the home, dogs are at all times kept on a leash not to exceed 6 feet in length. No animal shall be tied or chained outside the home.

4. No pet is to remain unattended, without proper care, for more than 24 hours. The tenant shall designate one or more persons as an emergency contact that can tend to the pet if the tenant is unable to do so. In instances where a pet appears to have been abandoned for more than 24 hours, and an emergency contact cannot be located, the COCHRD shall report the matter to an applicable authority for its removal. If necessary, COCHRD will enter the home, as in an emergency, to rescue the animal.
5. The tenant shall be responsible for insuring that the rights of other tenants to peace and quiet enjoyment, health, and/or safety are not infringed upon or diminished by his/her pet's noise, odors, wastes, or other nuisance.
6. The tenant shall pay promptly, upon receipt of a bill, for the cost of all materials and/or labor for repair of any damage or pet-related insect infestation caused by their pet.
7. The tenant shall not alter their unit in order to create an enclosure or install a pet door for any pet.

**Type and description of the animal:** \_\_\_\_\_

**Pet Name:** \_\_\_\_\_

## CERTIFICATION

I have a pet and I have received, read and understand the above policy provisions regarding the keeping of pets and agree to abide by those provisions.

TENANT: \_\_\_\_\_ DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Its: Housing Administrative Supervisor DATE: \_\_\_\_\_

I do not have a pet and the above policy provisions' regarding the keeping of pets does not apply to me.

TENANT: \_\_\_\_\_ DATE: \_\_\_\_\_

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Its: Housing Administrative Supervisor