

BRUNSWICK COMMONS – ADVOCATES FOR MENTALLY-ILL HOUSING

PROPERTY MANAGEMENT PLAN

OVERVIEW

This document is the Advocates for Mentally-Ill Housing (AMIH) property management plan for the Brunswick Commons Permanent Supportive Housing project located at 936 Old Tunnel Rd in Grass Valley, California. AMIH is highly experienced at managing affordable housing and properties that serve the No Place Like Home target population. AMIH owns and manages rental properties in both Placer and Nevada Counties that are focused on serving individuals who are homeless, formerly homeless and very-low income and individuals who have severe mental illnesses. The plan is designed to assist in the successful and sustainable operations of the Brunswick Commons through the provision of quality housing services and facilitating and supporting the delivery of supportive services to the residents.

HOUSING FIRST

AMIH will practice the Housing First model in the management of Brunswick Commons. AMIH will assist homeless people in a low-barrier process to obtain housing as quickly as possible and access supportive services as needed to ensure long-term stability. Rather than moving homeless individuals through different "levels" of housing (for example: from the streets to an emergency shelter, from a shelter to a transitional housing program, and from there to their own apartment in the community), AMIH will use the Coordinated Entry System and participate in the multi-disciplinary Housing Resource Team (HRT) meetings in order to prioritize those with the highest need to move homeless individuals or households immediately from the streets or shelter into the units in Brunswick Commons. AMIH supports the model that in order to address barriers to housing like lack of income, unemployment, substance use, or untreated mental illness, the primary need for someone experiencing homelessness is to obtain stable housing.

Without housing, such barriers are far more difficult to overcome. Furthermore, once participant are housed, AMIH goes to extraordinary lengths to keep them housed, meeting them "where they're at" with respect to willingness to receive treatment, and empowering them to define their own recovery goals. Residents will be evicted from Brunswick Commons only as a last resort, and only after serious and irresolvable lease violations.

Within the Housing First model, there are times when the roles and responsibilities of property management and supportive services staff may overlap, particularly when dealing with nuisance behaviors, landlord/tenant challenges, and other challenges. In these circumstances, the goals of supportive services staff and property management staff may be different. In these circumstances we remember the shared goals of housing

stability for participants and maintaining safe communities and involve Managers and/or Directors as needed to resolve tensions or challenges quickly and to the satisfaction of everyone involved.

Property Management Plan

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1) UNIT MARKETING / APPLICATION PROCESS / ELIGIBILITY

Referrals to Brunswick Commons will be through the Nevada County Coordinated Entry System (CES). Vacant units coming online will be registered with the CES through HMIS. The CES's prioritization process will determine the highest priority for available housing units. The priority order, referred to as the "By-name list" will then be reviewed by property management staff and the HRT to ensure accuracy of ranking and begin housing planning for eligible tenants. All vacancies will be filled through the prioritization and referral of the CES in coordination with the HRT.

The CES tenant selection process will rely on an approach that will screen tenants in, rather than screen them out. AMIH recognizes that applicants for permanent supportive housing units may have poor credit, past evictions and negative rental histories, and other factors that traditionally present barriers to obtain housing. An applicant with a recent history of poor credit or evictions will be provided an opportunity to present mitigating information and additional information to address concerns or, if appropriate and feasible, pay an additional security deposit. Criminal background checks will be performed only to identify recent convictions for violent crimes, and the consideration of any criminal convictions must consider the recency, nature, and severity of the crime. Arrest records alone will not be used to disqualify an applicant for tenancy. Although the CES should check for income and housing status, AMIH will verify income to ensure that all tenants are at 30% AMI and verify their homeless status.

AMIH will work closely with the supportive services providers to ensure continual evaluation and coordination of supportive service that are at the level of need for the tenant. Close communication and regular case conferencing will create opportunities to address emerging needs and build case plans that engage the most appropriate services to address those needs.

2) STAFFING

Property management staff at Brunswick Commons will include 1 onsite property

manager (live in), a maintenance team (5-10 hrs/wk), 1 administrative assistant (5 hrs/wk), 1 peer counselor/HMIS specialist (15-20 hrs/wk), 1 service coordinator (5-10 hrs/wk), 1 operations manager (2 hrs/wk), 1 clinical director (3 hrs/wk), 1 bookkeeper (1 hr/wk), and 1 executive director (2 hrs/wk). Two security staff will be retained on contract. The resident manager lives on-site and supervises the maintenance and security staff. The resident manager is supervised by the Executive Director of AMIH.

All Brunswick Commons property management staff will have extensive training on Housing First and the goals of the Housing First model. They will be provided information on how to effectively and respectfully interact with the residents

3) SAFETY AND SECURITY

Security and safety are a primary responsibility of the AMIH property management staff. All staff members will be aware of security concerns and trained to ensure that all security protocols are met. Entrance to Brunswick Commons will be through a central gate. The gate will be open during the day and locked in the evenings. Residents will have an access code for the gate. There will be a security camera at the gate to monitor the gate and help with access for guests of residents.

During the day the resident manager will be responsible for security. Security staff will be on duty nights from 9 PM to 6 AM. At night, security staff will walk the site at least once an hour, checking all sides of the units, the common areas, and the areas next to the fence. Night security will write a report of activities at the end of each shift. The report will be provided to the resident manager.

4) LEASE AND MOVE IN PROCEDURE

Move in and lease procedures will be conducted by the Brunswick Commons resident manager. At move in, the resident manager and resident review and sign the lease, along with reviewing and receiving all addenda including the Brunswick

Commons Handbook. If not provided earlier, the resident manager receives the required rental payment and security deposit. The future resident reviews and signs an eviction policy document that explains in writing the process for eviction.

The resident manager provides a welcome orientation to Brunswick Commons including how to submit maintenance and repair requests and assists the residents to connect the utilities. The resident manager checks if the resident has household, furniture needs and provides referrals if needed.

The resident manager coordinates move-in with the resident, conducts a walkthrough of the unit and site, issues keys, discusses security procedures, and introduces residents to the property staff including maintenance and security.

- KEYS

When a tenant signs the lease and moves into a unit, each member of the family over the age of 12 will be issued one-unit key and one front entry key.

If a key is lost, a replacement will be issued, and the tenant may be charged \$10.00. If a tenant is elderly or disabled and requests an extra entry key for an attendant, one additional key will be issued at no extra cost. The property manager will note the extra key issued in the tenant's file, and contact information for the person to whom the key was issued. Upon move-out, any key not returned, including entry keys and keys were given to attendants, may cause a charge of \$10 to be taken out of the security deposit.

5) RELATIONS AND COMMUNICATION WITH TENANTS

AMIH is committing to ensuring that there is clear communication with residents regarding the function of the property. Information regarding maintenance, security,

and opportunities for supportive services will be provided in writing to each unit and posted in a central location.

AMIH will provide each resident with a simple and easy to understand handbook that clearly explains their responsibilities with regard to paying rent on time, asking for maintenance, and how to respond in an emergency, whether a personal crisis or a disaster such as fire or flooding. The handbook also outlines what resources are nearby, local bus routes, hours of operation, other transportation options along with information on local religious cultural, educational and recreational opportunities. The handbook provides current contact information for the property manager, supportive services, and emergency services.

6) RENT COLLECTION

Rent collection is done at the beginning of every month with collections done in the office. Residents are required to pay by money order or check. Cash is not accepted. Rent checks are recorded and receipts are issued for every check received. Rent checks and money order are put into the office safe after being recorded. Bank deposits are done daily during the first week of the month.

7) ROLE OF SUPPORTIVE SERVICES IN PROPERTY MANAGEMENT

Housing stability is a central objective of AMIH, and services provided will focus on assisting participants to remain stable in their community. Supportive service providers connecting and engaging with tenant-clients at Brunswick Commons created a program that is designed to provide the necessary support so that these households will be able to overcome their previous barriers that contributed to their homelessness. Core to this program is the collaborating of supportive services and property management staff to guide residents in the following areas:

- Household management skills: managing costs. complying with the conditions of a lease.

- Understanding the consequences of lease violations and eviction prevention.
- One-on-one coaching in house cleaning; cooking and shopping; use of utilities, household appliances and plumbing; home decorating.
- How to live with housemates and in shared living environments.
- Managing visitors and guests: the joy of showing off a new home; housewarming; visiting with significant others; ensuring personal space is respected by others.
- How to request that someone is added to the lease or allowed to move in.
- How to develop good relationships with neighbors.
- Maintenance: familiarity with maintenance requests and work orders; how to communicate with property management staff, what to do when the property management staff, does not follow up.
- Managing their disabilities

Issues that may emerge include house cleaning and maintenance of the unit; clinical issues related to mental illness or substance use; conflict with housemates, neighbors; timely payment of rent; and tenants' feeling of safety or comfort in their unit. These issues should be discussed in team meetings and addressed by staff with participants.

AMIH staff will respond promptly and appropriately to requests or concerns of supportive services staff. The property manager may contact supportive services staff because of difficulties with the tenant related to lease violation issues or may raise concerns if they have not seen the tenant recently or have observed patterns of behavior that concern them. Coordination between property management staff and support services is essential when issues arise to ensure that all reasonable efforts are taken to assist the tenant to maintain housing.

8) MAINTENANCE POLICY AND UNIT TURNAROUND

A core responsibility of AMIH is that repair needs of the tenants are attended to promptly, efficiently and effectively. Timeliness is defined as: 72 hours for routine maintenance and 24 hours for emergency repairs. Effectively is defined as: all HUD Housing Quality Standards will be closely adhered to and all work will be performed by all city and State regulations.

The resident manager is responsible for:

- Follow up on any reported damage or repair
- Follow up on any reported incidents occurring at unit
- Responding to tenant, or supportive service team requests
- Assessing damage or repairs on-site
- Placing repair orders to maintenance staff or outside vendor
- Reviewing completed work
- Processing check request and invoice if an outside vendor
- Conducting annual inspections

Process for repairing units:

- Property Management becomes aware of maintenance problems in one of the following ways:
 - Resident notifies property manager or other AMIH staff member
 - Resident fills out work order request
 - Problem noted at annual inspection or routine home visit
 - Supportive services staff brings up an issue

Maintenance is scheduled by the Property Manager and entered into the property management system with a scheduled time of completion and cost estimate.

Maintenance technician, property manager or supportive service provider gives a 24-hour notice to resident or arranges appointment. This can be done by:

- Leaving a door tag at the unit.
- Notice to Enter forms only need to be used if they are being mailed to the resident.
- If mailing a Notice to Enter, the form must be mailed four business days before the appointment.
- Phone calls to make appointments are acceptable. The resident's consent will be documented on the work order.
- Tenants do not need to be present while repairs are going on, unless they request to be present.
- If the resident desires to be present during the repair, they must provide several four-hour blocks of time during regular business hours
- The requirement for the 24-hour notice is not applicable in the case of an emergency. If the property manager determines that any tenant is in immediate danger or severe inconvenience such as loss of heat or water, or that the property is in immediate danger of further damage if the problem is not immediately fixed, they may enter the unit after knocking and announcing their presence loudly at the door.

Maintenance Technician starts work and then either completes work OR reschedules a time to finish.

- If they cannot complete the work in the time scheduled, they should reschedule by using a door tag.
- Maintenance personnel will not do any janitorial or housekeeping chores, for example, if they are unable to get under the sink, the resident will be advised and instructed to notify the maintenance person when everything is removed and ready for them to do the job. If a resident does not clear or clean, and the repair is prevented from

happening, they may have to pay for a trip charge for the Return Call, or they can be fined one hours time because the work could not be done until the area was cleared or cleaned.

- If the work takes a different amount of time than scheduled, resident needs to be notified of the change and the work order time will be updated.

Maintenance Tech leaves work order copy with resident explaining what was done.

- Maintenance Tech will fill out the work completed form while in the unit and leave a copy with the resident.
- The maintenance person will ask the resident to sign the work order upon completion.
- If the resident is not present then the maintenance person will write "Resident Not Present" on the signature line of the work order, if the tenant refuses to sign then the maintenance person will write on the work order "tenant refused to sign" and note the reason why they refused if any.
- For liability reasons, every time anyone goes into an apartment, there needs to be paper backup. There is no reason that a maintenance tech should be going to a resident's unit without informing them of the date and time other than in an emergency situation.

When maintenance technicians close out a work order, the property manager will bill the resident if the repair was caused by negligence or abuse on behalf of the resident. The invoice amount will be for the total of the replacement parts and the labor cost for the maintenance technician's time.

In order to effectively manage workflow; the resident manager needs to know where maintenance staff are and what they are doing and therefore completion of required documentation and reports is essential.

9) EMERGENCY SITUATIONS

Any component or system that may pose an immediate threat to the health and safety of resident(s) and/or property is considered an emergency.

Immediate response is required to abate hazards that pose threats to persons or property. Emergencies include:

- The interruption of essential services (hot or cold running water, electricity, heat, etc.)
- Glass breakage that affects security or loss of heat.
- Repairs that, if not performed, would expose resident to injury.
- Flooding from ruptured or damaged water lines or fire sprinklers.
- Gas leaks.
- Roof leaks.
- Waste line blockages or breaks.

Fires are ALWAYS critical emergencies; call the Fire Department, "911," IMMEDIATELY

In the event of a maintenance emergency, maintenance staff must mitigate further damage or injury. They must be permitted to enter the apartment IMMEDIATELY without prior notice, without the resident being present and without giving advance 24-hour notice or obtaining consent. All reasonable efforts however will be made to contact or inform the tenant before entering the unit. In all cases of entry, a note will be left for the resident indicating that staff entered the apartment, who entered the apartment and the purpose for the entry.

10) UNIT TURN-OVER POLICY

The main objective when a unit is vacated and requires turnover is to minimize vacancy time and ensure that all requirements have been met.

Pre-move out inspection and repair

An inspection will be conducted by the resident manager to create a list of repair items. This will allow property managers to schedule maintenance staff or vendors as soon as possible after tenant moves out. Any repair that can be done while the resident is still there should be done before tenant move out. This includes heater repair or replacement, caulking, switches/plugs light fixtures and anything which does not omit fumes or create prolonged inconvenience to the tenant (no work that may not be completed within an 8-hour day). The exception is if the repair is a result of tenant responsible damage and the tenant has agreed to and requested the work to be completed prior to vacating the unit.

Post move out unit turn over process

First the unit will be cleaned of all trash and any remaining personal belongings. Second, patch and texture any wall damage. Third, paint unit as necessary. Complete any other repairs that could not be completed while tenant was occupying the unit. Last, replace any carpet and flooring as the last item before unit being rent ready. As much turn over work as possible should be completed by maintenance staff.

However, if maintenance staff capacity does not allow for a timely unit turn over, vendors may be used to turn over units. Carpet cleaning, flooring replacement, and substantial unit cleaning/rubbish removal should be contracted out to vendors. Five days should be enough from the time the unit is vacated to being rent ready for a standard unit turn over. A standard unit turnover consists of lock re-keying, smoke detector battery replacement, light bulb replacement, cleaning, spot re-caulking, spot patching and texturing and spot painting touch up.

If the unit needs to be fully repainted with carpet or flooring replacement, a slightly longer turn over time is permitted. If units require more substantial repair, the resident manager will notify AMIH and provide a list of repairs and when the unit will be rent ready. Turn over work must be scheduled and initiated the next

working day following the tenants last day of tenancy.

11) Security Deposit Policy

The resident manager will conduct the final walk-through of the unit at the end of the tenancy. All defects not noted on the initial walk-through will be noted in writing and submitted with the security deposit disposition. The inspection is best done the day after the tenant(s) have vacated.

All forms (including a copy of the move-out inspection form) must be submitted no later than 19 calendar days after a tenant vacates (or earlier, if the 21st falls on a weekend or holiday). The AMIH office requires two days to assure all is in order so that the security deposit disposition can be mailed before the 21st calendar deadline day as required by state law. It is advised that the property manager not send a copy to the tenant directly until the AMIH office has verified the property manager's records with the tenant ledger

After property manager has performed the move-out inspection, including photos of any damage, the tenant ledger will be reviewed to determine if there are any outstanding charges (late fees, NSF charges, unpaid rents or utility charges). Any amounts outstanding should then be entered in the appropriate column on the security deposit disposition.

Property manager must call the applicable utility company(s) to determine if the tenant has any unpaid utilities costs. A faxed or emailed copy of the latest bill will be requested so those amounts can be withheld from the tenant's security deposit and entered onto the security deposit disposition.

Some utility companies consider the property owner responsible for unpaid utility charges and will lien the property for unpaid charges; others will pursue payment from the tenant. Utility companies may require a copy of the rental agreement before providing outstanding charges.

When all information/final bills have been gathered, the resident manager will submit the security deposit disposition to the AMIH office. Repair invoices will be entered to be paid, and the tenant will be charged. A copy of the move-out inspection will be included as well as the tenant's forwarding address. Every effort should be made by property manager to obtain the forwarding address. If a forwarding address is not provided, the security deposit disposition will be mailed to the tenant's last known address with "Please Forward" written on the envelope.

If work or invoices can't be obtained prior to the end of the 21-day period, the deposit balance must be sent to the tenant.

If there is are extenuating reasons as to why the property manager is not able to complete the Security Deposit Disposition within the 19-day time frame, the resident manager must contact the AMIH office immediately.

12) EVICTION AND TERMINATION OF TENANCY

Lease Violations

If a tenant violates a provision of the lease, AMIH a has the right to terminate the lease. We take the following steps to prevent a lease violation from turning into an eviction:

- Lease violation notices are typically delivered directly to residents usually by the resident manager.
- When the resident manager learns of a lease violation, s/he must communicate immediately with the supportive services coordinator and AMIH to review the issue. This team will determine how best to address the situation.
- Typically, the supportive service provider will work with the resident

to ensure that the behavior of concern is addressed.

- In some cases, it may be more appropriate for the resident manager to address the situation, especially if the problem is associated with the unit (such as property damage).
- The supportive service team will develop a plan to prevent future issues and communicate that plan to the participant – conveying that any lease violation can lead to eviction.
- The team will also communicate the plan to the property manager and maintain documentation of the plan in the housing file.
- If the team is not able to resolve the issue, it may be necessary to relocate the participant or, depending upon the severity of the situation, proceed with eviction.

Eviction Policy

AMIH embraces the Housing First model for serving our participant households. A few of the basic principles of this philosophy are:

- Housing is essential in order for people to address some of the factors and behaviors that led to their homelessness. For example, if someone is struggling with substance use, they are more likely to successfully manage their drug use once they are stably housed. We do not expect them to be clean and sober prior to housing placement.
- People with barriers to housing may require multiple attempts in housing before becoming stable. Just because one unit does not work out does not mean no unit will.
- If someone is not violating the terms of their lease, they should typically not be exited, even if they are not participating actively in supportive services.
- Eviction is a last resort. It is understood that the people we serve are likely to experience some challenges while in housing but exiting them from the program is a step that AMIH takes only after we determine that all other

options have been exhausted or that there are no remaining opportunities for resolution.

Along these lines, we do exit people from Housing First programs, once we feel like it is a reasonable “last resort” situation. Some examples of circumstances that can lead to eviction include:

- Violence or threats toward staff or other participants.
- Abandonment of unit and total disconnection from service staff.
- Multiple, serious and irresolvable lease violations, like nonpayment of rent, disturbances in the apartment, violation of guest policies, or other circumstances that lead to landlord issuing violation notices, and for which attempts toward resolution have not been successful.
- If someone is to be institutionalized (in jail, inpatient treatment, psychiatric care, etc.) for a term longer than the term we are allowed to hold a unit.

Some of these situations may be relatively straightforward. For example, if someone commits an act of violence against a staff person, that participant would be evicted.

However, many other situations may be subjective, particularly around whether they can be resolved. For example, someone only contributing their portion of the rent some of the time or has exhibiting problematic behaviors that the resident manager is aware of but not yet issuing notices for. In some cases, those situations would warrant an exit. In others, they would not.

The following questions/guidelines are intended to help staff interpret such situations and make informed decisions about whether a eviction is appropriate. They are not intended to provide definitive/indisputable rules –resident’s situations will be decided on a case-by-case basis.

When a problem arises with a resident:

- Is the situation a violation of the lease agreement? Participant households may display challenging behaviors, but those behaviors should typically only trigger an exit if they are violation of the lease agreement. The most common example here is refusal to participate in services. If someone does not respond to their case manager but is otherwise in compliance with the terms of their lease, they should not be exited. If someone is generally difficult and hard to deal with but pays rent and keeps to him/herself at home, they should not be exited.

However, if someone's refusal to engage with staff leads to the violation of a program rule, such as not allowing for a re-inspection of the unit or refusing to re-certify income, a eviction may be necessary for AMIH to remain compliant with program rules.

- A determination will be made if the situation is resolvable. Many situations – even those involving lease violations – can be resolved, and do not need to result in a eviction. For instance, if someone's behaviors are sufficiently disruptive as to trigger a lease violation, program staff may be able to work with him/her to mitigate the behaviors, such that the person can remain housed. Alternatively, the behaviors may be less disruptive in another unit, so it may be possible to move the person without terminating them. If a resolution is legal, feasible, and acceptable to both the participant and the AMIH, then resolving the issue will be the goal before proceeding with eviction.
- Have prior attempts been made to resolve the situation, without success? While some situations can be resolved after one or two attempts, it is not expected that program staff continue to try to resolve a problem that never get fixed. For example, it might be reasonable to re-locate someone to another unit if they have continual problems with their neighbors that

cannot be resolved. However, if that person continues to have problems with neighbors after multiple relocations, it may be more appropriate to find a different type of housing or program.

- Does this person have any other options? Even when the decision is made to terminate someone, it may be possible to make other arrangements that are better than exiting someone into homelessness. Does this person have any friends or family that may be able to house them for a while? Is this person needing a higher level of care?

If a resident must be terminated, s/he must receive written notice containing a clear statement of the reasons for eviction, as well as the opportunity to discuss the eviction with someone other than the staff member who made the initial eviction determination.