



Agenda
City of Vernon
Regular Vernon Housing Commission Meeting
Wednesday, March 9, 2022, 6:00 PM
Remote Location via Zoom

Steven Froberg, Chair
Juliet Goff, Vice Chair
Ronit Edry, Commissioner
Leticia Lopez, Commissioner
Jorge Nevarez Jr., Commissioner
Marlene Ybarra, Commissioner
Vacant, Commissioner

SPECIAL REMOTE PROTOCOLS

Assembly Bill 361 (AB 361) authorizes public meetings to take place via teleconference because State and Local officials are recommending measures to promote social distancing. This meeting will be conducted entirely by remote participation via Zoom Webinar.

The public is encouraged to view the meeting at <https://www.cityofvernon.org/webinar-vhc> or by calling (408) 638-0968, Meeting ID 828-4204-0617#. You may address the Commission via Zoom or submit comments to PublicComment@ci.vernon.ca.us with the meeting date and item number in the subject line.

CALL TO ORDER

FLAG SALUTE

ROLL CALL

APPROVAL OF THE AGENDA

PUBLIC COMMENT

At this time the public is encouraged to address the Vernon Housing Commission on any matter that is within the subject matter jurisdiction of the Commission. The public will also be given a chance to comment on matters which are on the posted agenda during Commission deliberation on those specific matters.

PRESENTATIONS

1. Public Works

[Quarterly City Housing Report](#)

Recommendation:

Receive and file the March 2022 Quarterly Housing Report.

[1. March 2022 Quarterly Housing Report](#)

CONSENT CALENDAR

All matters listed on the Consent Calendar are to be approved with one motion. Items may be removed from the Consent Calendar for individual consideration. Removed items will be considered immediately following the Consent Calendar.

2. City Clerk

[Approval of Minutes](#)

Recommendation:

Approve the December 8, 2021 Regular, December 15, 2021 Special Vernon Housing Commission meeting and December 15, 2021 Joint Special Business and Industry / Green Vernon Commission Vernon Housing Commission meeting minutes.

[1. 20211208 VHC Minutes](#)

[2. 20211215 VHC Minutes \(Special\)](#)

[3. 20211215 Joint Special BIC-GVC-VHC Minutes](#)

NEW BUSINESS

3. Public Works

[Vernon Rental Housing Policy and Vernon Housing Commission Procedures](#)

Recommendation:

- A. Adopt Resolution No. VHC-9 approving a Vernon Rental Housing Policy, submitting said policy to the City Council for adoption, and repealing Resolution No. VHC-5;
- B. Adopt the following revised Vernon Housing Commission procedures: 1) New Tenant Lease Procedures; 2) Non-Payment or Untimely Payment of Rent Procedures 3) Impermissible Subletting or Assigning Housing Units Procedures; 4) Damage to Units During Tenancy Procedures; 5) Disability Priority Procedures; 6) Occupant Relocation Procedures; and 7) Appliances in City-Owned Housing Units Procedures; and
- C. Find that certain procedures are no longer necessary and repeal the following procedures: 1) Transitional Hardship Appeal Procedures; and 2) Unit-to-Unit Transfer Procedures.

[1. Resolution No. VHC-9](#)

[2. Resolution No. VHC-5](#)

[3. Policies and Procedures Clean and Redline](#)

[4. Transitional Hardship Appeal Procedures - Recommend Repeal](#)

[5. Unit-to-Unit Transfer Procedures - Recommend Repeal](#)

ORAL REPORTS

Brief reports, announcements, or directives to staff.

Next regular meeting: Wednesday, June 8, 2022, at 6:00 p.m.

CLOSED SESSION

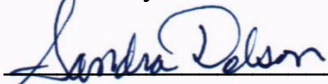
4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
– Initiation of Litigation
Government Code Section 54956.9(d)(4)
Number of potential cases: 1

CLOSED SESSION REPORT

ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted in accordance with applicable legal requirements. Regular and Adjourned Regular meeting agendas may be amended up to 72 hours prior to the meeting.

Dated this 3rd day of March, 2022.

By: 

Sandra Dolson, Administrative Secretary

Vernon Housing Commission Agenda Item Report

Submitted by: Daniel Wall
Submitting Department: Public Works
Meeting Date: March 9, 2022

SUBJECT

Quarterly City Housing Report

Recommendation:

Receive and file the March 2022 Quarterly Housing Report.

Background:

Staff will present the Quarterly City Housing Report for the period from December 2021 through February 2022. The report highlights rent, occupancy, inspections and repairs. In conjunction with the quarterly update, City staff will provide the Commission a summary of housing related inquiries.

Fiscal Impact:

There is no fiscal impact associated with the report

Attachments:

1. [March 2022 Quarterly Housing Report](#)

The logo of Vernon College of Technology is a large, circular gear-like emblem. It features a central illustration of a factory with workers, a globe, and various industrial tools. The text "COLLEGE OF VERNON" is at the top, "EXCLUSIVELY INDUSTRIAL" is at the bottom, and "FOUNDED 1905" is on a banner in the center. The entire logo is rendered in a light yellow color with a subtle shadow.

Vernon Housing Commission Quarterly Report

March 9, 2022

Daniel Wall - Director of Public Works

Overview

Public Works effectively manages City-owned housing and strives to provide outstanding service to its tenants.

1. Rent Register
2. Occupancy
3. Summary of Calls Received
4. Operations
5. Advertising
6. Closing



Rent Register

- Outstanding balance as of 3/2/2022 is \$20,046.95
- City has been compliant with COVID-19 Notice Process
- City applied for state rental assistance on behalf of tenant
- Updates provided at VHC meetings

Occupancy

Block	Properties	Occupied	Unoccupied
Furlong	10	9	4324 Furlong
50th	8	7	3382 50th
Fruitland	6	6	0 - Full*
Vernon	2	2	0 - Full**

**3357 Fruitland 30-day notice received 2/28/22*

***Lease Termination Process*

Summary of Calls Received

Month	Calls Received	Types of Calls				Avg. Days To Complete
		Repairs	Questions	Housing Inquiries	Other	
December	2	3	0	0	0	< 1 day
January	1	1	0	0	0	< 1 day
February	4	4	1	1	0	N/A
Totals	7	8	1	1	0	< 1 day

Operations



- All service requests addressed
- 3361 Fruitland occupied Dec 2021
- 4324 Furlong Remodeled Jan/Feb 2022
- Security concerns Vernon units
- April 2022 safety inspections
- 3357 Fruitland - 30 day notice 2/28/22



In Closing...

Public Works:

1. Follows established VHC Policies and Procedures in management practices including filling vacancies via lottery
2. Actively inspects and maintains City-owned residential properties in accordance with best practices for landlords
3. Manages housing costs in a fiscally responsible manner within the budget approved by the City Council
4. Stays abreast of current issues impacting City-owned properties and tenants (environmental, rental assistance, COVID-19 etc.)
5. Engages tenants through proactive and legally compliant communications to inform of actions and invite feedback

Vernon Housing Commission Agenda Item Report

Submitted by: Lisa Pope
Submitting Department: City Clerk
Meeting Date: March 9, 2022

SUBJECT

Approval of Minutes

Recommendation:

Approve the December 8, 2021 Regular, December 15, 2021 Special Vernon Housing Commission meeting and December 15, 2021 Joint Special Business and Industry / Green Vernon Commission Vernon Housing Commission meeting minutes.

Background:

Staff has prepared and hereby submits the minutes for approval.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [20211208 VHC Minutes](#)
2. [20211215 VHC Minutes \(Special\)](#)
3. [20211215 Joint Special BIC-GVC-VHC Minutes](#)

**MINUTES
VERNON HOUSING COMMISSION
REGULAR MEETING
WEDNESDAY, DECEMBER 8, 2021
REMOTE LOCATION VIA ZOOM**

CALL TO ORDER

Vice Chair Goff called the meeting to order at 6:02 p.m.

FLAG SALUTE

Vice Chair Goff led the Flag Salute.

ROLL CALL

PRESENT: Juliet Goff, Vice Chair (via remote access)
Ronit Edry, Commissioner (via remote access)
Steve Hermon, Commissioner (via remote access)
Leticia Lopez, Commissioner (via remote Access)
Jorge Nevarez, Jr., Commissioner (via remote access)
Marlene Ybarra, Commissioner (via remote access)

ABSENT: Steven Froberg, Chair

STAFF PRESENT:

Carlos Fandino, City Administrator (via remote access)
Zaynah Moussa, Interim City Attorney (via remote access)
Lisa Pope, City Clerk (via remote access)
Dan Wall, Public Works Director (via remote access)

APPROVAL OF THE AGENDA

MOTION

Commissioner Lopez moved and Commissioner Hermon seconded a motion to approve the agenda, with Item No. 3 moved to follow Public Comment. The question was called and the motion carried 6-0, Chair Froberg absent.

PUBLIC COMMENT

None.

NEW BUSINESS

3. Vernon Housing Element Update

Recommendation: A. Discuss the draft Housing Element update; and B. Recommend the City Council adopt the draft Housing Element update

Public Works Director Wall presented the staff report and introduced Phil Burns, Consultant.

Phil Burns, The Arroyo Group, explained Housing Elements, Regional Housing Needs Allocation (RHNA), new direction for Vernon Housing, proposed goals, existing housing, current housing procedures, Westside Specific Plan, and proposed housing.

In response to Commission questions, Public Works Director Wall and Mr. Burns explained the Surplus Land Act; proposed 300-units; proposed ingress and egress; truck traffic; relocation of the City yard; disappointment by other cities with the required RHNA numbers; caretaker housing; and broad concepts of the plan.

The Commission expressed concern with traffic created by 300 units, the City's limited voter pool, rerouting trucks to Alameda Boulevard, retaining the business-friendly status, and contaminated soil remediation.

MOTION

Commissioner Hermon moved and Commissioner Lopez seconded a motion to conceptually agree with the goals on page 8 and 9 of the Draft Housing Element. The question was called and the motion carried 6-0, Chair Froberg absent.

CONSENT CALENDAR

MOTION

Commissioner Lopez moved and Commissioner Ybarra seconded a motion to approve the Consent Calendar. The question was called and the motion carried. 6-0, Chair Froberg absent.

The Consent Calendar consisted of the following item:

1. Approval of Minutes

Recommendation: Approve the September 8, 2021 Regular Vernon Housing Commission meeting minutes.

PRESENTATIONS

2. Quarterly City Housing Report

Recommendation: Receive and file the December 2021 Quarterly Housing Report.

Public Works Director Wall presented the item.

In response to Commission questions, Public Works Director Wall stated the City would apply for rent assistance grants as soon as the application was available. He mentioned the three vacant City houses.

MOTION

Commissioner Edry moved and Commissioner Ybarra seconded a motion to receive and file the report. The question was called and the motion carried 6-0, Chair Froberg absent.

NEW BUSINESS

4. City of Vernon Housing Unit Rental Rates

Recommendation: In light of the unforeseen impacts of the COVID-19 pandemic, and the 4% increase in the Consumer Price Index for all urban consumers this year, staff requests guidance from the Vernon Housing Commission on whether to: a) Increase rental rates for City-owned residential units by 3% for calendar year 2022 in accordance with Resolution No. VHC-8, or b) Waive rental rate increases for calendar year 2022.

Public Works Director Wall presented the staff report.

In response to Commission questions, Public Works Director Wall indicated the Commission historically increased rents based on the Consumer Price Index (CIP) and explained efforts for market rate rents on City properties.

MOTION

Commissioner Lopez moved and Commissioner Ybarra seconded a motion to direct staff to: a) Increase rental rates for City-owned occupied residential units by 1.5% for calendar year 2022 in accordance with Resolution No. VHC-8, and b) Retain current rental rates for vacant units. The question was called and the motion carried 6-0, Chair Froberg absent.

5. Permanent Local Housing Allocation Application to the Department of Housing and Community Development

Recommendation: Recommend the City Council approve and authorize the submittal of a Permanent Local Housing Allocation (PHLA) Program application to the California Department of Housing and Community Development.

Public Works Director Wall presented the staff report and explained the potential uses of funds.

MOTION

Commissioner Edry moved and Commissioner Lopez seconded a motion to recommend the City Council approve and authorize the submittal of a Permanent Local Housing Allocation (PHLA) Program application to the California Department of Housing and Community Development. The question was called and the motion carried 6-0, Chair Froberg absent.

6. City-Owned Housing Vacancies and Future Housing Lotteries

Recommendation: Discuss current vacancies in City-owned housing stock and provide direction to staff to proceed with housing lotteries.

Public Works Director Wall presented the staff report.

MOTION

Commissioner Lopez moved and Commissioner Ybarra seconded a motion to directed staff to proceed with housing lotteries. The question was called and the motion carried 6-0, Chair Froberg absent.

ORAL REPORTS

City Clerk Pope discussed upcoming meetings.

ADJOURNMENT

With no further business, Vice Chair Goff adjourned the meeting at 7:53 p.m.

STEVEN FROBERG, Chair

ATTEST:

LISA POPE, City Clerk
(seal)

**MINUTES
VERNON HOUSING COMMISSION
SPECIAL MEETING
WEDNESDAY, DECEMBER 15, 2021
REMOTE LOCATION VIA ZOOM**

CALL TO ORDER

Vice Chair Goff called the meeting to order at 2:16 p.m.

FLAG SALUTE

Vice Chair Goff led the Flag Salute.

ROLL CALL

PRESENT: Juliet Goff, Vice Chair (via remote access)
Ronit Edry, Commissioner (via remote access)
Steve Hermon, Commissioner (via remote access)
Leticia Lopez, Commissioner (via remote Access)
Jorge Nevarez, Jr., Commissioner (via remote access)
Marlene Ybarra, Commissioner (via remote access)

ABSENT: Steven Froberg, Chair

STAFF PRESENT:

Carlos Fandino, City Administrator (via remote access)
Zaynah Moussa, Interim City Attorney (via remote access)
Lisa Pope, City Clerk (via remote access)
Dan Wall, Public Works Director (via remote access)

APPROVAL OF THE AGENDA

MOTION

Commissioner Lopez moved and Commissioner Hermon seconded a motion to approve the agenda. The question was called and the motion carried 6-0, Chair Froberg absent.

PUBLIC COMMENT

None.

PRESENTATIONS

1. Housing Lottery for City-Owned Housing Vacancy

Recommendation: Conduct a housing lottery to establish a priority listing for individuals who have submitted a Unit Transfer Request Form or a Housing Expression of Interest Form for vacant City-owned housing.

City Clerk Pope conducted the housing lottery.

ORAL REPORTS

None.

ADJOURNMENT

With no further business, Vice Chair Goff adjourned the meeting at 2:20 p.m.

STEVEN FROBERG, Chair

ATTEST:

LISA POPE, City Clerk
(seal)

**MINUTES
VERNON BUSINESS AND INDUSTRY COMMISSION,
GREEN VERNON COMMISSION AND
VERNON HOUSING COMMISSION
JOINT SPECIAL MEETING
WEDNESDAY, DECEMBER 15, 2021
REMOTE LOCATION VIA ZOOM**

CALL TO ORDER

Vernon Housing Commission (VHC) Vice Chair Goff called the meeting to order at 2:32 p.m.

FLAG SALUTE

VHC Vice Chair Goff led the Flag Salute.

ROLL CALL

PRESENT: Business and Industry Commission (BIC)

Jack Cline, Chair (via remote access)

John Baca, Commissioner (via remote access)

Thomas Condon, Commissioner (via remote access)

Duncan Sachdeva, Commissioner (via remote access)

Douglas Williams, Commissioner (via remote access)

Green Vernon Commission (GVC)

Ron Daerr, Chair (via remote access)

Alan Franz, Vice Chair (via remote access)

Catherine Browne, Commissioner (via remote access)

Hector Morfin, Commissioner (arrived at 2:51 p.m. via remote access)

Martin Perez, Commissioner (via remote access)

Stan Stosel, Commissioner (via remote access)

Vernon Housing Commission (VHC)

Juliet Goff, Vice Chair (via remote access)

Ronit Edry, Commissioner (via remote access)

Steve Hermon, Commissioner (via remote access)

Leticia Lopez, Commissioner (via remote access)

Jorge Nevarez, Jr., Commissioner (via remote access)

Marlene Ybarra, Commissioner (via remote access)

ABSENT: Jimmy Andreoli II, BIC Vice Chair

Crystal Larios, BIC Commissioner

Steven Froberg, VHC Chair

STAFF PRESENT:

Carlos Fandino, City Administrator (via remote access)
Zaynah Moussa, Interim City Attorney (via remote access)
Lisa Pope, City Clerk (via remote access)
Fredrick Agyin, Health and Environmental Control Director (via remote access)

APPROVAL OF THE AGENDA

MOTION

VHC Commissioner Lopez moved and VHC Commissioner Edry seconded a motion to approve the agenda. The question was called and the motion carried 16-0, BIC Vice Chair Andreoli II, BIC Commissioner Larios, GVC Commissioner Morfin, and VHC Chair Froberg absent.

PUBLIC COMMENT

None.

PRESENTATIONS

1. Local Hazard Mitigation Plan

Recommendation: No action required by the Commissions. This is a presentation only.

City Clerk Pope and Aaron Pfannenstiel, AICP Principal, Atlas Planning Solutions presented the item.

Commissioner Morfin arrived at 2:51 p.m.

Mr. Pfannenstiel suggested cyber security be included in the City's emergency operation plan since it was not a natural hazard. He requested the Commissions assist with disseminating the message on the process and ways to provide feedback.

Marisa Olguin, Vernon Chamber of Commerce, indicated the Chamber would gladly distribute the survey.

ORAL REPORTS

None.

ADJOURNMENT

With no further business, VHC Vice Chair Goff adjourned the meeting at 3:00 p.m.

JACK CLINE,
Business and Industry Commission Chair

HECTOR MORFIN,
Green Vernon Commission Chair

STEVEN FROBERG,
Vernon Housing Commission Chair

ATTEST:

LISA POPE, City Clerk
(Seal)

Vernon Housing Commission Agenda Item Report

Submitted by: Daniel Wall
Submitting Department: Public Works
Meeting Date: March 9, 2022

SUBJECT

Vernon Rental Housing Policy and Vernon Housing Commission Procedures

Recommendation:

- A. Adopt Resolution No. VHC-9 approving a Vernon Rental Housing Policy, submitting said policy to the City Council for adoption, and repealing Resolution No. VHC-5;
- B. Adopt the following revised Vernon Housing Commission procedures: 1) New Tenant Lease Procedures; 2) Non-Payment or Untimely Payment of Rent Procedures 3) Impermissible Subletting or Assigning Housing Units Procedures; 4) Damage to Units During Tenancy Procedures; 5) Disability Priority Procedures; 6) Occupant Relocation Procedures; and 7) Appliances in City-Owned Housing Units Procedures; and
- C. Find that certain procedures are no longer necessary and repeal the following procedures: 1) Transitional Hardship Appeal Procedures; and 2) Unit-to-Unit Transfer Procedures.

Background:

Pursuant to Municipal Code Section 2.40.060, the Vernon Housing Commission is charged, in summary, with:

- A. Taking action with respect to City-owned dwelling units including entering into leases, removing tenants for cause per laws of the State of California, set, adjust and collect rents, repair or reconstruct units;
- B. Enforcing the Vernon Rental Housing Policy;
- C. Making recommendations to the City Council regarding the extent to which City ownership of housing stock continues to provide public benefits that are sufficiently adequate to merit ownership and whether the public interest would be served by the City divesting its ownership in any of the City-owned dwelling units;
- D. Making recommendations to the City Council with respect to opportunities for the development of housing opportunities in the City and in other cities and communities in close proximity to the City;
- E. Advising the City Council with respect to all matters relevant to the housing element of the City or any City-owned dwelling unit in the City; and
- F. Performing such other duties as may be delegated by the City Council.

Vernon Rental Housing Policy

On October 5, 2011, the Housing Commission adopted Resolution No. VHC-5 adopting a housing policy and submitting the policy to the City Council for approval. On October 18, 2011, the Council considered the policy and adopted Resolution No. 2011-175 approving a Housing Policy for the Vernon Housing Commission.

Section 4 of the policy was instituted for the purpose of providing tenants in housing prior to October 21, 2011 to remain in Vernon housing. This section is no longer applicable. Additionally, minor, non-substantive edits, including changing the reference from ordinance to the Municipal Code section, and standard formatting, have been made to the policy for clarity.

In order to make modifications to the policy, the Commission should adopt a resolution approving the policy, recommending Council approval, and rescinding the prior resolution.

The Policy authorizes the Commission to promulgate procedures to enact the duties assigned to the Commission pursuant to Municipal Code Section 2.40.060. The Commission has adopted several procedures in the past which are presented for updates and revisions.

The proposed changes are shown in the attached redline procedures and are summarized as follows:

Changes Made Throughout All Procedures

- Standardized introductory paragraph
- Changed leasee to lessee
- Removed reference to the VHC taking actions (since staff implements)

New Tenant Lease Procedures (Formerly Lease-Up Procedures for New Tenants of City-Owned Units)

- Changed name of the policy to common language
- Application valid for calendar year
- Clarified advertising/marketing process
- Clarified lottery process
- Removed reference to first responders
- General language clarification throughout

Non-Payment or Untimely Payment of Rent Procedures

- Added notification of legal action to the entire commission rather than Chair and Vice Chair

Impermissible Subletting or Assigning Housing Units Procedures

- Added notification of legal action to the entire commission rather than Chair and Vice Chair

Damage to Housing Units Procedures

- Updated inspections to semi-annual
- Removed specific reference to the procedure for noticing

Disability Priority Procedures

- Removed annual re-certification requirements

Transitional Hardship Appeal Procedures

- Staff recommends eliminating this procedure. It was adopted July 18, 2012, as a transitional procedure for those tenancies existing prior to the creation of the Housing Commission.

Unit to Unit Transfer Procedures

- This procedure has been merged into a comprehensive Occupant Relocation Procedure.

Occupant Relocation Procedures

- Comprehensive procedures for relocating whether City or tenant initiated.

Appliance Procedures

- Updated to reflect revisions adopted by the Commission in January 2021 and suggest changing stove to range.

Interest Form

- Updated to reflect current practice and annual application period. Provided for reference only, approval by the Commission is not required.

Transfer Form

- Updated to reflect current practice and annual application period. Provided for reference only, approval by the Commission is not required.

Staff recommends the Vernon Housing Commission adopt a resolution approving a revised Vernon Rental Housing Policy and approve the revised procedures.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Resolution No. VHC-9](#)
2. [Resolution No. VHC-5](#)
3. [Policies and Procedures Clean and Redline](#)
4. [Transitional Hardship Appeal Procedures - Recommend Repeal](#)
5. [Unit-to-Unit Transfer Procedures - Recommend Repeal](#)

RESOLUTION NO. VHC-9

A RESOLUTION OF THE VERNON HOUSING COMMISSION OF THE CITY OF VERNON APPROVING A VERNON RENTAL HOUSING POLICY, SUBMITTING SAID POLICY TO THE CITY COUNCIL FOR ADOPTION AND REPEALING RESOLUTION NO. VHC-5

SECTION 1. Recitals.

- A. Pursuant to Vernon Municipal Code Section 2.40.060.B., on October 5, 2011, the Vernon Housing Commission (VHC) adopted Resolution No. VHC-5 adopting a Vernon Rental Housing Policy and submitting said Policy to the City Council for approval.
- B. On October 18, 2011, the City Council considered the Policy and adopted Resolution No. 2011-175 approving a Vernon Rental Housing Policy for the Vernon Housing Commission.
- C. Said policy has been reviewed and the Vernon Housing Commission desires to update said policy.

NOW, THEREFORE, BE IT RESOLVED BY THE VERNON HOUSING COMMISSION OF THE CITY OF VERNON AS FOLLOWS:

SECTION 2. The Vernon Housing Commission of the City of Vernon hereby finds and determines that the above recitals are true and correct.

SECTION 3. The Vernon Housing Commission hereby approves the following Vernon Rental Housing Policy, attached hereto as Exhibit A, and recommends the City Council adopt said policy.

SECTION 4. All resolutions or parts of resolutions, specifically Resolution No. VHC-5, not consistent with or in conflict with this resolution are hereby repealed.

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SECTION 5. The Secretary of the Commission shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 9th day of March, 2022.

STEVEN FROBERG, Chair

ATTEST:

LISA POPE, Secretary
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA,
Legal Counsel

VERNON RENTAL HOUSING POLICY
Adopted March 9, 2022

The following Vernon Rental Housing Policy shall be applied to all housing owned by the City of Vernon and leased to the public.

1. Fair Housing: The City of Vernon is committed to managing its City-owned housing at the highest levels of fairness and impartiality. At a minimum, the City of Vernon shall comply with all applicable federal and state fair housing laws, including the Federal Fair Housing Act, as amended, 42 U.S.C. 3601 et seq., and the California Fair Employment and Housing Act, California Government Code Section 12955 et. seq. (FEHA).
2. “Market” Rents: Subject to the provisions of Section 6 below, all rents charged by the City of Vernon shall be based on a “market” value, the VHC should remain sensitive to the unique industrial and commercial character of the City of Vernon, including various environmental realities that are inherent in the City of Vernon. The VHC should also remain sensitive to the limited number of residential resources that the City of Vernon provides, as compared to other locales. Finally, to the extent reasonably practicable, when setting a “market” value for any particular rental unit, an individualized assessment of the particular rental unit shall be taken into account.
3. Length of Tenancy: All new leases shall be for a term of one (1) year. Renewal(s) of leases shall be for a term no longer than one (1) year, without limitation on the number of renewals, so long as a lessee is in good standing.
4. Terms and Conditions: The terms and conditions of all tenancies shall be neutral, fair and reasonable, and shall be based on appropriate standards to bring all such residential tenancies. To the extent reasonably practicable, terms and conditions should take into account any factors that may be present in the City of Vernon and that may not be present elsewhere. All leases for City-owned residences shall contain a right of first refusal to purchase the residence if the residence is offered for sale.
5. Transition for Existing Tenants: To the extent any existing tenancy is not in compliance with the Policy, the VHC shall adopt procedures to bring all such tenancies into compliance. To avoid undue hardship on existing tenants, transitional procedures shall allow for a reasonable period of time to achieve full compliance with the Policy. To the extent any individual lease has a particularized hardship, the VHC shall adopt procedures to allow an individual lease to appeal to the VHC so that any particularized hardship may be addressed in an equitable manner and to avoid any undue hardship for any particular lessee.
6. Implementation: The VHC shall promulgate such procedures as may be appropriate and/or necessary to implement and maintain the Policy.

RESOLUTION NO. VHC-5

A RESOLUTION OF THE VERNON HOUSING COMMISSION OF THE CITY OF VERNON ADOPTING A HOUSING POLICY AND SUBMITTING SAID HOUSING POLICY TO THE CITY COUNCIL OF THE CITY OF VERNON FOR APPROVAL

WHEREAS, on June 7, 2011, the City Council of the City of Vernon adopted Ordinance No. 1183 establishing the Vernon Housing Commission (the "Commission"); and

WHEREAS, pursuant to Article XV, Section 2.121 of the Vernon City Code the Commission desires to adopt a Housing Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE VERNON HOUSING COMMISSION OF THE CITY OF VERNON AS FOLLOWS:

SECTION 1: The Vernon Housing Commission hereby finds and determines that the recitals contained hereinabove are true and correct.

SECTION 2: The Vernon Housing Commission hereby adopts the attached Vernon Rental Housing Policy ("VRHP"), a copy which is attached hereto as Exhibit A.

SECTION 3: The Secretary of the Vernon Housing Commission is hereby authorized and directed to send a copy of this Resolution and the VRHP, to the City Council of the City of Vernon for approval.

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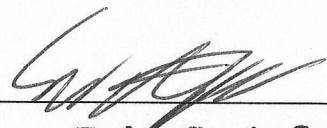
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SECTION 4: The Secretary of the Commission shall certify to the passage, approval and adoption of this Resolution, and the Secretary shall cause this Resolution and the Secretary's certification to be entered in the File of Resolutions of the Commission.

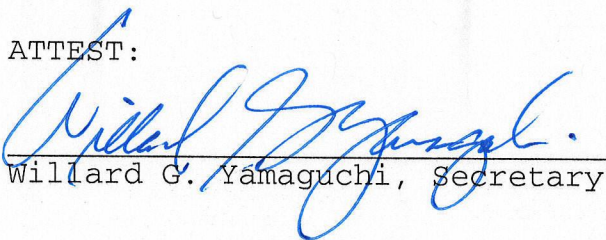
APPROVED AND ADOPTED this 5th day of October, 2011.



Name: Eric Gustafson

Title: Chairman / Vice Chairman

ATTEST:

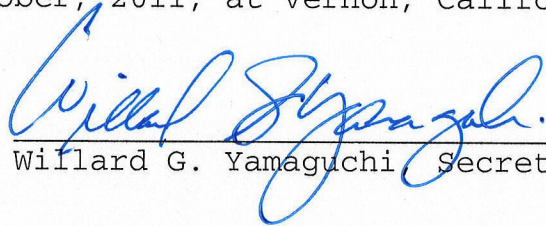


Willard G. Yamaguchi, Secretary

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Willard G. Yamaguchi, Secretary of the Vernon Housing Commission of the City of Vernon, do hereby certify that the foregoing Resolution, being Resolution No. VHC-5, was duly passed, approved and adopted by the Housing Commission of the City of Vernon at a regular meeting of the Commission duly held on Tuesday, October 5, 2011, and thereafter was duly signed by the Chair or Vice Chair of the Commission.

Executed this 19 day of October, 2011, at Vernon, California.



Willard G. Yamaguchi Secretary

(SEAL)

EXHIBIT A

2

Vernon Rental Housing Policy (“VRHP”)

Pursuant to Ordinance 1183, the Vernon Housing Commission (“VHC”) recommends to the Vernon City Council (“VCC”) that the VCC adopt the following Rental Housing Policy, to be applied to all housing owned by the City of Vernon and leased to the public.

1. **Fair Housing**: The City of Vernon is committed to managing its City-owned housing at the highest levels of fairness and impartiality. At a minimum, the City of Vernon shall comply with all applicable federal and state fair housing laws, including the federal Fair Housing Act, as amended, 42 U.S.C. 3601 et seq., and the California Fair Employment and Housing Act, Cal. Gov’t Code § 12955 et seq. (“FEHA”).

2. **“Market” Rents**: Subject to the provisions of paragraph six below, all rents charged by the City of Vernon shall be based on a “market” valuation, as determined by multiple independent sources. In setting a “market” value, the VHC should remain sensitive to the unique industrial and commercial character of the City of Vernon, including various environmental realities that are inherent in the City of Vernon. The VHC should also remain sensitive to the limited number of residential resources that the City of Vernon provides, as compared to other locales. Finally, to the extent reasonably practicable, when setting a “market” value for any particular rental unit, an individualized assessment of the particular rental unit shall be taken into account.

3. **Length of Tenancy**: All new leases shall be for a term of one (1) year. Renewal(s) of leases shall be for a term no longer than one (1) year, without limitation on the number of renewals, so long as a leasee is in good standing.

4. **Renewal of Existing Leases**: Per Ordinance 1183, any lease for a term or month-to-month tenancy in effect as of the effective date of Ordinance 1183 shall have a right to renew his or her lease or tenancy consistent with the terms and conditions established by the VRHP. Any month-to-month tenancy shall also have the right to convert such tenancy into a lease for a term, consistent with the requirements of section three above.

5. **Terms and Conditions:** The terms and conditions of all tenancies shall be neutral, fair and reasonable, and shall be based on appropriate standards for private residential tenancies. To the extent reasonably practicable, terms and conditions should take into account any factors that may be present in the City of Vernon and that may not be present elsewhere. All leases for City-owned residences shall contain a right of first refusal to purchase the residence if the residence is offered for sale.

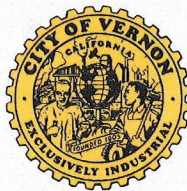
6. **Transition for Existing Tenants:** To the extent any existing tenancy is not in compliance with the VRHP, the VHC shall adopt procedures to bring all such tenancies into compliance. To avoid undue hardship on existing tenants, transitional procedures shall allow for a reasonable period of time to achieve full compliance with the VRHP. To the extent any individual leasee has a particularized hardship, the VHC shall adopt procedures to allow an individual leasee to appeal to the VHC so that any particularized hardship may be addressed in an equitable manner and to avoid any undue hardship for any particular leasee.

7. **Implementation:** The VHC shall promulgate such procedures as may be appropriate and/or necessary to implement and maintain the VRHP.

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approved 10/5/11

STAFF REPORT

VERNON HOUSING COMMISSION

DATE: September 28, 2011

TO: Honorable Vernon Housing Commissioners

FROM: Mark C. Whitworth, Commission Director

RE: Proposed Rental Housing Policy

Background

Earlier this year, the Vernon City Council adopted Ordinance 1183 which established the Vernon Housing Commission ("VHC"). Ordinance 1183 requires the VHC to adopt the Vernon Rental Housing Policy ("VRHP") for submission to the Council within 60 days of the VHC's first meeting. The VHC's inaugural meeting was held on August 11, 2011.

Ordinance 1183 requires that the VRHP adhere to all laws and regulations, provide special consideration in the leasing of units for first responders and provide for renewal of leases with existing tenants. In addition, in his report to the City Council, Independent Ethics Advisor John Van de Kamp has recommended that the policy require a fair and impartial method of selecting new tenants, that rental rates should eventually mirror market rates and that any nepotism in awarding units should be avoided.

On August 31, 2011, the VHC invited all Vernon residents to a public hearing where residents and other interested persons could address the VHC concerning housing policies and procedures. The VHC received both oral and written public comments at that time.

At its meeting on September 15, 2011, the VHC considered numerous issues that might be included in the VRHP. After discussion and deliberation, the VHC provided guidance to staff regarding the provisions it wanted included in the VRHP.

Since September 15, 2011, an ad hoc drafting committee, consisting of Chairman Gustafson and Commissioners Haskell and Garcia, has reviewed the language of the VRHP via conference call to ensure it reflects the deliberations of the VHC.

Recommendation

At its meeting on October 5, 2011, it is recommended that the VHC discuss the proposed VRHP, which is included as Exhibit "A" to the attached resolution, and after due deliberation, adopt the VRHP, either as presented, or as revised by the VHC at its October 5, 2011 meeting.

VERNON RENTAL HOUSING POLICY
Adopted March 9, 2022

The following Vernon Rental Housing Policy shall, ~~to~~ be applied to all housing owned by the City of Vernon and leased to the public.

1. Fair Housing: The City of Vernon is committed to managing its City-owned housing at the highest levels of fairness and impartiality. At a minimum, the City of Vernon shall comply with all applicable federal and state fair housing laws, including the Ffederal Fair Housing Act, as amended, 42 U.S.C. 3601 et seq., and the California Fair Employment and Housing Act, Cal-~~ifornia~~ Government Gov't Code Section § 12955 et. seq. (“FEHA”).
2. “Market” Rents: Subject to the provisions of Section 6~~paragraph six~~ below, all rents charged by the City of Vernon shall be based on a “market” value, the VHC should remain sensitive to the unique industrial and commercial character of the City of Vernon, including various environmental realities that are inherent in the City of Vernon. The VHC should also remain sensitive to the limited number of residential resources that the City of Vernon provides, as compared to other locales. Finally, to the extent reasonably practicable, when setting a “market” value for any particular rental unit, an individualized assessment of the particular rental unit shall be taken into account.
3. Length of Tenancy: All new leases shall be for a term of one (1) year. Renewal(s) of leases shall be for a term no longer than one (1) year, without limitation on the number of renewals, so long as a ~~leasee~~lessee is in good standing.
- ~~1.~~ ~~Renewal of Existing Leases: Per Ordinance 1183, any lease for a term or month-to-month tenancy in effect as of the effective date of Ordinance 1188 shall have a right to renew his or her lease or tenancy consistent with the terms and conditions established by the VRHPPolicy. Any month-to-month tenancy shall also have the right to convert such tenancy into a lease for a term, consistent with the requirements of section three above.~~
- 2.4. Terms and Conditions: The terms and conditions of all tenancies shall be neutral, fair and reasonable, and shall be based on- appropriate standards to bring all such residential tenancies. To the extent reasonably practicable, terms and conditions should take into account any factors that may be present in the City of Vernon and that may not be present elsewhere. All leases for City-owned residences shall contain a right of first refusal to purchase the residence if the residence is offered for sale.
- 3.5. Transition for Existing Tenants: To the extent any existing tenancy is not in compliance with the Policy VRHP, the VHC shall adopt procedures to bring all such

tenancies into compliance. To avoid undue hardship on existing tenants, transitional procedures shall allow for a reasonable period of time to achieve full compliance with the Policy/VRHP. To the extent any individual lease has a particularized hardship, the VHC shall adopt procedures to allow an individual lease to appeal to the VHC so that any particularized hardship may be addressed in an equitable manner and to avoid any undue hardship for any particular ~~leasee~~lessee.

6. Implementation: The VHC shall promulgate such procedures as may be appropriate and/or necessary to implement and maintain the Policy/VRHP.

**VERNON HOUSING COMMISSION
NEW TENANT LEASE PROCEDURES
Adopted October 5, 2011
Revised March 9, 2022**

Pursuant to Vernon Municipal Code Section 2.40.060.B., and the Vernon Rental Housing Policy (VRHP), the Vernon Housing Commission (VHC) hereby adopts the following procedures with respect to the initial leasing of City of Vernon-owned housing units to new tenants, which shall take effect immediately upon adoption, and which shall supersede any prior procedures regarding the same.

1. Potential Lessees Expressing Interest in Housing Units: Anyone interested in leasing a housing unit shall complete an Interest Form and shall provide the following information: (i) full legal name; (ii) current legal address; and (iii) contact information, including a telephone number and an email address. Anyone not having a current legal address or the requisite contact information shall provide such substitute information as may be deemed appropriate by the VHC Director. Once an Interest Form is submitted, it shall be valid for the calendar year in which it is submitted. Once an Interest Form expires, a new Interest Form must be submitted in order to be considered for a housing unit.

2. Advertising/Marketing Need to Submit an Interest Form: Advertising the potential availability of housing and the need to submit an Interest Form shall be on a regular, periodic basis. Advertising shall be sufficiently broad so that anyone who may reasonably be interested in leasing a housing unit both becomes aware of potential availability and has sufficient time to complete an Interest Form.
 - a. Awareness: Advertising shall be in at least three different places, including posting at City Hall, on the City's website, and in an online or newspaper publication appropriate for official notices.
 - b. Timing: Advertising shall be at least quarterly and additionally as needed. At least one week's notice shall be provided for newly available units.

3. Random Selection of Potential New Lessees:
 - a. Notice: Notification of available units shall be provided to all persons, who have submitted a current Interest Form no less than 10 days prior to the proposed lottery. Applicants must confirm continued interest no later than three (3) days prior to the lottery to be included in the lottery.

Names of confirmed participants will be posted on the City's website no later than 24 hours before the lottery.

b. Lottery:

- i. If, following the above procedure, only one applicant confirms an interest in the available housing unit, no lottery shall be required and/or conducted.
- ii. If, following the above procedure, more than one applicant confirms an interest in the available housing unit, all such applicants shall be entered into a lottery. The lottery shall be conducted in a public forum under the direction of and supervised by the City Clerk's Office. The public and all participants in the lottery shall be given at least 24-hours' notice of the date, time and location of the lottery. The City Clerk, or designee, shall randomly select (including by electronic means, as and if appropriate) and rank order the lottery participants to create a list of potential lessees (Lottery List). Attendance at the lottery will not be considered in determining an applicant's eligibility to lease a City housing unit.

4. Selecting a Lessee:

- a. Application Form: Once a prospective lessee has been identified from the applicable Lottery List, the prospective lessee shall promptly complete a standard application form. The current standard application form recommended by the Apartment Association of Greater Los Angeles (AAGLA) or a substantially equivalent form, modified as appropriate to add and/or to delete information as may be appropriate for any unique aspect of the VHC's housing units and its applicant pool shall be used. Failure to return a completed standard application form within seven (7) days shall constitute a waiver by the prospective lessee of a right to lease the available housing unit.
- b. Background and Credit Checks: Once the prospective lessee returns a completed standard application form, a standard background check, credit check and income verification shall be conducted to confirm each applicant's eligibility to be a lessee. Any "Authorized Occupant" of a housing unit shall also be subject to and must pass a background check prior to being named in a lease as an "Authorized Occupant." At a minimum, backgrounds shall be checked for felony convictions and whether the prospective lessee or an Authorized Occupant is a registered sex offender. A felony conviction and/or being a registered sex offender shall be presumptively disqualifying conditions for a lease and/or occupancy.
- c. Signing Lease and Paying Deposit: Once a prospective lessee has passed the background and credit check, the prospective lessee shall have three (3) calendar days following notice to sign a lease and to provide the required

- deposits. If the prospective lessee fails to complete this process timely, then the vacancy shall be offered to the prospective lessee next in order.
- d. Co-signers: If a prospective lessee does not independently meet financial requirements, a qualified co-signer may be considered and shall execute a personal guarantee in conjunction with the lease.
 - e. Exhausted Lottery List: If the applicable Lottery List is exhausted without filling the vacancy, staff shall advertise/market the specific vacancy in accordance with Sections 2 and 3 of this procedure.

VERNON HOUSING COMMISSION
~~LEASE-UP PROCEDURES FOR NEW TENANTS OF CITY-OWNED~~
~~UNITS~~

LEASE PROCEDURES
Adopted October 5, 2011
Revised March 9, 2022

Pursuant to Vernon Municipal Code Section 2.40.060.B., and the Vernon Rental Housing Policy (VRHP)~~and the policies promulgated pursuant thereto~~, the Vernon Housing Commission (VHC) hereby adopts the following procedures with respect to the initial leasing of City of Vernon-owned housing units to new tenants, which shall take effect immediately upon adoption, and which shall supersede any prior procedures regarding the same. ~~These procedures apply only to units located within the City of Vernon.~~

1. Potential Lessees Expressing Interest in Housing Units: Anyone interested in leasing a housing unit shall complete an Interest Form and shall provide ~~the VHC with~~ the following information: (i) full legal name; (ii) current legal address; and (iii) contact information, including a telephone number and an email address. Anyone not having a current legal address or the requisite contact information shall provide such substitute information as may be deemed appropriate by the VHC Director. Once an Interest Form is submitted ~~to the VHC~~, it shall be valid for the calendar year in which it is submitted~~remain effective until March 31 of the calendar year following the calendar year in which it was submitted~~. Once an Interest Form expires, a new Interest Form must be submitted in order to be considered for a housing unit.

2. Advertising/Marketing Need to Submit an Interest Form: ~~The VHC shall advertise on a regular periodic basis~~ the potential availability of housing and the need to submit an Interest Form shall be on a regular, periodic basis. ~~The A~~ advertising shall be sufficiently broad so that anyone who may reasonably be interested in leasing a housing unit both becomes aware of potential availability and has sufficient time to complete an Interest Form.
 - a. Awareness: ~~Advertising shall be in The VHC shall advertise in~~ at least three ~~four~~ different places, including posting at City Hall, on the City's website, and a listing on the VHC's website, a listing on Craig's List, or an equivalent thereto, and a listing in an online or newspaper publication appropriate for official notices ~~for the City of Vernon. In addition to the foregoing, the VHC shall provide notice of potential availability to the Vernon Police Department and the Vernon Fire Department, and shall request that each department make known to its officers, firefighters, and EMTs of potential availability. The VHC may advertise in such additional ways as it deems appropriate.~~

 - b. Timing: ~~Advertising The VHC shall~~ be advertise at least quarterly and additionally as needed. At least one week's notice shall be provided for newly

~~available units for a minimum of one week at a time on at least a quarterly basis.~~

3. Random Selection of Potential New Lessees:

~~a. Notice: Notification of available units shall be provided to The VHC shall give property notification to all persons, who have submitted a current Interest Form, no less than 10 days prior to the proposed lottery. Applicants must confirm continued interest no later than three (3) days prior to the lottery to be included in the lottery.~~

~~a. Names of cConfirmed participants will be posted on the City's website no later than 24 hours before the lottery, within no more than five (5) business days following the availability of a rental unit not specifically modified to comply with ADA regulations. Thereafter, applicants shall be given five (5) business days to confirm their interest in the specific available housing unit.~~

b. Lottery:

i. If, following the above procedure, only one applicant confirms an interest in the available housing unit, no lottery shall be required and/or conducted.

ii. If, following the above procedure, more than one applicant confirms an interest in the available housing unit, all such applicants shall be entered into a lottery. The lottery shall be conducted in a public forum under the direction of and supervised by the City Clerk's Office. The public and all participants in the lottery shall be given at least 24 ~~hours notice~~hours' notice of the date, time and location of the lottery. The City Clerk, or designee, shall randomly select (including by electronic means, as and if appropriate) and rank order the lottery participants to create a list of potential lessees ("Lottery List"). Attendance at the lottery will not be considered in determining an applicant's eligibility to lease a City housing unit.

~~iii. If, pursuant to VMC Section 2.125b, a First Responder priority exists (meaning that less than four housing units are currently occupied by First Responders), the Lottery List shall be further segmented into First Responders and Non-First Responders, and First Responders shall be ranked in the order that they otherwise would appear on the Lottery List.~~

4. Selecting a Lessee: ~~If the applicable Lottery List is exhausted without filling the vacancy, staff shall advertise/market the specific vacancy in accordance with~~

~~Section 2(a) of this Procedure and offer the unit on a first come, first serve basis.~~^{[PL1][MZ2]}

- a. Application Form: Once a prospective lessee has been identified from the applicable Lottery List, the prospective lessee shall promptly complete a standard application form. ~~The VHC shall use the then~~ current standard application form recommended by the Apartment Association of Greater Los Angeles (AAGLA) or a substantially equivalent form, modified as appropriate ~~by the VHC~~ to add and/or to delete information as may be appropriate for any unique aspect of the VHC's housing units and its applicant pool shall be used. ~~FA~~ failure to return a completed standard application form within seven five (7) (5) business days shall constitute a waiver by the prospective lessee of a right to lease the available housing unit.
- b. Background and Credit Checks: Once the prospective lessee returns ~~to the VHC~~ a completed standard application form, ~~the VHC a standard background check, credit check and income verification shall be conducted a standard background, including confirmation of first responder status for First Responders, if applicable and credit check~~ to confirm each applicant's suitability eligibility to be a lessee. Any "Authorized Occupant" of a housing unit shall also be subject to and must pass a background check ~~and must pass a background check~~ prior to being named in a lease as an "Authorized Occupant." ~~With respect to the scope of the background check, A~~ at a minimum, backgrounds shall be checked for felony convictions and whether the prospective lessee or an Authorized Occupant is a registered sex offender. A felony conviction and/or being a registered sex offender shall be presumptively disqualifying conditions for a lease and/or occupancy.
- c. Signing Lease and Paying Deposit: Once a prospective lessee has passed the background ~~check~~ and ~~the~~ credit check, the prospective lessee shall have three (3) calendar days following notice to sign a lease and to provide the required deposits. ~~If the prospective lessee fails to complete this process timely, then the vacancy shall be offered to the prospective lessee next in order.~~
- d. Co-signers: Alf a prospective lessee does not independently meet financial requirements, a ~~If a prospective lessee does not pass the credit check, but is otherwise in good standing and determined to be a good candidate for a lease, he/she may present a~~ qualified co-signer may be considered and who shall execute a personal guarantee in conjunction with the lease, in substantially the same form as attached hereto as Exhibit A, which shall be affixed to City of Vernon letterhead and attached to the lease.

d.e. Exhausted Lottery List: -If the applicable Lottery List is exhausted without filling the vacancy, staff shall advertise/market the specific vacancy in accordance with Sections 2 and 3 of this procedure.

EXHIBIT A

PERSONAL GUARANTEE^[PL3]

I, _____, hereby personally guarantee the financial obligations of the Lease dated _____, in favor of the Named Lessee, _____. I understand that if for any reason the Named Lessee does not meet any and all financial obligations under the Lease, including without limitation, rent and/or damages to the Premises, I shall be personally liable for any and all financial obligations under the Lease. I understand and acknowledge that demand need not be made first of the Named Lessee.

I further acknowledge that I do not have, and will not claim, any rights in the Lease, including without limitation, any right to occupy the Premises.

I consent to personal jurisdiction in the Los Angeles County Superior Court.

Dated: _____
_____ Guarantor

VERNON HOUSING COMMISSION
NON-PAYMENT OR UNTIMELY PAYMENT OF RENT PROCEDURES
Adopted December 12, 2012
Revised March 9, 2022

Pursuant to Vernon Municipal Code Section 2.40.060.B and the Vernon Rental Housing Policy (VRHP), the Vernon Housing Commission (VHC) hereby adopts the following procedures to address any lessee's non-payment or untimely payment of rent.

Recitals

- A. The VHC is committed to managing its housing stock according to "best practices" for private, residential housing. The VRHP requires that all procedures be "neutral, fair and reasonable."
- B. Every lessee is obligated by his or her lease to pay rent in full on a timely basis.
- C. The VHC desires to adopt procedures with respect to the non-payment or untimely payment of rent that are "neutral, fair and reasonable." The VHC recognizes that unless it uniformly enforces all leases with respect to the timely payment of full rent, it will not be treating all lessees neutrally and fairly.

Procedures

- 1. If any lessee fails to timely pay rent in full, the lessee shall be contacted by a means reasonably calculated to make actual contact, and demand for full payment of rent, including any late charges, shall be made. A lessee shall be given fifteen (15) days to comply with this demand.
- 2. If following a demand for payment, no payment is received, or full rent remains unpaid, a formal notice to pay rent or quit the premises shall be served on the lessee. The lessee shall have no less than three (3) days from the date of service of the notice to make any payments required, including late charges.
- 3. If, prior to the expiration of the notice periods in either Paragraphs 1 or 2 above, the lessee contacts the VHC Director, or his or her designee (Director), and requests an accommodation with respect to the payment of rent in full, the Director shall be authorized to make one such accommodation, for a period not to exceed 30 calendar days, by which the lessee must pay all amounts then due and owing, including late charges. A lessee shall be entitled to no more than one such accommodation in any 12-month period.
- 4. If, notwithstanding the notices set forth herein, a lessee does not pay all amounts due and owing, including late charges, and if the lessee either has not requested an accommodation, is not entitled to an accommodation, or the accommodation has expired, the Director is hereby authorized and required to initiate all

appropriate legal action to evict the lessee and any occupants then residing in the premises, recover the premises, and recover any damages, costs, and attorneys' fees so recoverable. No further action by the VHC is required.

5. Prior to initiating any legal action, the Director shall advise the Commission of the pending initiation of legal action. Failure to so advise, however, shall not void or otherwise invalidate any act by the Director that is otherwise consistent with this Procedure.
6. Any compromise or settlement of any legal action, or any compromise of any claims against any lessee, with a value in excess of \$2,500, must be approved by the VHC. If the VHC fails to approve any such compromise or settlement, the Director is authorized and required to proceed with appropriate legal action until its conclusion, including any appeal, if in the opinion of the Director, an appeal is appropriate.
7. The Director is authorized to compromise or settle any legal action, or otherwise compromise any claim against any lessee, if the value of the claim is less than \$2,500, and if, in the discretion of the Director, such compromise or settlement is appropriate under the circumstances and consistent with the VRHP.
8. The Director shall report to the VHC at each regularly scheduled meeting of the VHC on the status of any pending legal actions and the compromise or settlement of any claims. The Director shall provide such additional reports to the VHC as may be requested by the Chair.

VERNON HOUSING COMMISSION
NON-PAYMENT OR UNTIMELY PAYMENT OF RENT PROCEDURES
Adopted December 12, 2012
Revised March 9, 2022

Pursuant to Vernon Municipal Code Section 2.40.060.B~~Ordinance 1183, as amended,~~ and the Vernon Rental Housing Policy (“VRHP”), the Vernon Housing Commission (“VHC”) hereby adopts the following procedures to address any lessee’s non-payment or untimely payment of rent.

Recitals

- A. The VHC is committed to managing its housing stock according to “best practices” for private, residential housing. The VRHP requires that all procedures be “neutral, fair and reasonable.”
- B. Every lessee is obligated by his or her lease to pay rent in full on a timely basis.
- C. The VHC desires to adopt procedures with respect to the non-payment or untimely payment of rent that are “neutral, fair and reasonable.” The VHC recognizes that unless it uniformly enforces all leases with respect to the timely payment of full rent, it will not be treating all lessees neutrally and fairly.

Procedures

- 1. If any lessee fails to timely pay rent in full ~~timely~~, the lessee shall be contacted by a means reasonably calculated to make actual contact, and demand for full payment of rent, including any late charges, shall be made. A lessee shall be given ~~no less than ten (10) calendar days and no more than fifteen (15) calendar~~ days to comply with this demand.
- 2. If following a demand for payment, no payment is received, or full rent remains unpaid, a formal notice to pay rent or quit the premises shall be served on the lessee. The lessee shall have no less than three (3) days from the date of service of the notice to make any payments required, including late charges.
- 3. If, prior to the expiration of the notice periods in either Paragraphs 1 or 2 above, the lessee contacts the VHC Director, or his or her designee (~~the “Director”~~), and requests an accommodation with respect to the payment of rent in full, the Director shall be authorized to make one such accommodation, for a period not to exceed 30 calendar days, by which the lessee must pay all amounts then due and owing, including late charges. ~~–~~A lessee shall be entitled to no more than one such accommodation in any 12-month period.
- 4. If, notwithstanding the notices set forth herein, a lessee does not pay all amounts due and owing, including late charges, and if the lessee either has not requested

an accommodation, is not entitled to an accommodation, or the accommodation has expired, the Director is hereby authorized and required to initiate all appropriate legal action to evict the lessee and any occupants then residing in the premises, recover the premises, and recover any damages, costs, and attorneys' fees so recoverable. No further action by the VHC is required.

5. Prior to initiating any legal action, the Director shall advise the ~~Chair and the Vice-Chair of the VHC Commission~~ of the pending initiation of legal action. Failure to so advise, however, shall not void or otherwise invalidate any act by the Director that is otherwise consistent with this Procedure.
6. Any compromise or settlement of any legal action, or any compromise of any claims against any lessee, with a value in excess of \$2,500, must be approved by the VHC. If the VHC fails to approve any such compromise or settlement, the Director is authorized and required to proceed with appropriate legal action until its conclusion, including any appeal, if in the opinion of the Director, an appeal is appropriate.
7. The Director is authorized to compromise or settle any legal action, or otherwise compromise any claim against any lessee, if the value of the claim is less than \$2,500, and if, in the discretion of the Director, such compromise or settlement is appropriate under the circumstances and consistent with the VRHP.
8. The Director shall report to the VHC at each regularly scheduled meeting of the VHC on the status of any pending legal actions and the compromise or settlement of any claims. The Director shall provide such additional reports to the VHC as may be requested by the Chair.

**VERNON HOUSING COMMISSION
IMPERMISSIBLE SUBLETTING OR ASSIGNING
HOUSING UNITS PROCEDURES
Adopted December 12, 2012
Revised August 29, 2019
Revised March 9, 2022**

Pursuant to Vernon Municipal Code Section 2.40.060.B. Ordinance 1183, as amended, and the Vernon Rental Housing Policy (“VRHP”), the Vernon Housing Commission (“VHC”) hereby adopts the following procedures regarding ~~the~~ impermissible subletting or assigning of housing units.

Recitals

- A. The VHC is committed to managing its housing stock according to “best practices” for private, residential housing. The VRHP requires that all procedures be “neutral, fair and reasonable.”
- B. Every lessee is prohibited by his or her lease from subletting and/or assigning his or her housing unit to another person or persons.
- C. For purposes of these procedures, “subletting” or “assignment” shall include formal or informal arrangements, whether in writing or oral, for any consideration or no consideration, by which the lessee is not using the housing in Vernon as his/her primary residence, but individuals other than the lessee are using the housing as their primary residence, regardless of who is paying the monthly rent. For purposes of these procedures indicia of “primary residence” shall include, but not be limited to, (i) receiving mail at the Vernon address; (ii) auto registration at the Vernon address; (iii) voter registration at the Vernon address; (iv) property tax rolls reflecting lessee’s name at the Vernon address; and (v) residing at the Vernon address at least four (4) days a week.
- D. The VHC desires to adopt procedures with respect to the impermissible and unauthorized subletting and/or assigning of housing units that are “neutral, fair and reasonable.” The VHC recognizes that unless it uniformly enforces all leases with respect to this issue, it will not be treating all lessees and prospective lessees neutrally and fairly.

Procedures

- 1. If the VHC Director, or his or her designee (~~the~~ “Director”), suspects or believes that a lessee is impermissibly subletting and/or assigning his or her housing unit to another person or persons, the Director shall contact the lessee by a means reasonably calculated to make actual contact, and inquire as to whether any such impermissible subletting and/or assignment has, in fact, occurred. A lessee shall

~~respond within 15~~~~be given no less than ten (10) calendar days and no more than 15 calendar days to respond~~ to any such inquiry.

2. The Director may initiate an inquiry either based on a credible report to the Director that an impermissible subletting or assignment has occurred or is occurring, or if the Director otherwise has sufficient information from which the Director may reasonably conclude that an impermissible subletting or assignment has occurred or is occurring. ~~Any inquiry authorized by this Procedure is in addition to any verification of occupancy conducted in connection with the initial leasing or the renewal of any lease.~~
3. If, following an inquiry and any response, ~~if any~~, the Director is satisfied that no impermissible subletting or assignment has occurred or is occurring, no further action shall be taken.
4. If, following an inquiry and any response, ~~if any~~, the Director is satisfied that an impermissible subletting or assignment has occurred or is occurring, the Director shall take the following steps:
 - ~~a.~~ a. Declare the subject lease void based on the impermissible act;
 - ~~a.b.~~ a.b. Give notice of the voiding of the subject lease to the named lessee on the subject lease;
 - ~~b.c.~~ b.c. Give statutory notice to any occupants of the subject housing unit of the need to vacate the subject housing unit within the minimum statutory timeframe;
 - ~~e.d.~~ e.d. If following statutory notice, any occupants remain in the subject housing unit, take all appropriate legal actions:
 - i. to evict any remaining occupants of the subject housing unit who do not have a legal right to occupy the subject housing unit;
 - ii. to recover possession of the subject housing unit; and
 - iii. to recover all damages, costs, and attorneys' fees from all responsible parties as are recoverable;
 - ~~d.e.~~ d.e. To take such other and further steps as may be appropriate to effectuate the purpose of this Procedure; ~~e; and e.~~
 - ~~e.f.~~ e.f. No further action by the VHC shall be required to proceed with the foregoing steps.

5. Prior to initiating any legal action, the Director shall advise the ~~Chair and the Vice-Chair of the VHC Commission~~ of the pending initiation of legal action. -Failure to so advise, however, shall not void or otherwise invalidate any act by the Director that is otherwise consistent with this Procedure.
6. Any compromise or settlement of any legal action, or any compromise of any claims against any person, with a value in excess of \$2,500, must be approved by the VHC. If the VHC fails to approve any such compromise or settlement, the Director is authorized and required to proceed with appropriate legal action until its conclusion, including any appeal, if in the opinion of the Director, an appeal is appropriate.
7. The Director is authorized to compromise or settle any legal action, or otherwise compromise any claim against any person, if the value of the claim is less than \$2,500, and if, in the discretion of the Director, such compromise or settlement is appropriate under the circumstances and consistent with the VRHP.
8. The Director shall report to the VHC at each regularly scheduled meeting of the VHC on the status of any pending legal actions and the compromise or settlement of any claims. The Director shall provide such additional reports to the VHC as may be requested by the Chair.

**VERNON HOUSING COMMISSION
IMPERMISSIBLE SUBLETTING OR ASSIGNING
HOUSING UNITS PROCEDURES
Adopted December 12, 2012
Revised August 29, 2019
Revised March 9, 2022**

Pursuant to Vernon Municipal Code Section 2.40.060.B. and the Vernon Rental Housing Policy (VRHP), the Vernon Housing Commission (VHC) hereby adopts the following procedures regarding impermissible subletting or assigning of housing units.

Recitals

- A. The VHC is committed to managing its housing stock according to “best practices” for private, residential housing. The VRHP requires that all procedures be “neutral, fair and reasonable.”
- B. Every lessee is prohibited by his or her lease from subletting and/or assigning his or her housing unit to another person or persons.
- C. For purposes of these procedures, “subletting” or “assignment” shall include formal or informal arrangements, whether in writing or oral, for any consideration or no consideration, by which the lessee is not using the housing in Vernon as his/her primary residence, but individuals other than the lessee are using the housing as their primary residence, regardless of who is paying the monthly rent. For purposes of these procedures indicia of “primary residence” shall include, but not be limited to, (i) receiving mail at the Vernon address; (ii) auto registration at the Vernon address; (iii) voter registration at the Vernon address; (iv) property tax rolls reflecting lessee’s name at the Vernon address; and (v) residing at the Vernon address at least four (4) days a week.
- D. The VHC desires to adopt procedures with respect to the impermissible and unauthorized subletting and/or assigning of housing units that are “neutral, fair and reasonable.” The VHC recognizes that unless it uniformly enforces all leases with respect to this issue, it will not be treating all lessees and prospective lessees neutrally and fairly.

Procedures

- 1. If the VHC Director, or his or her designee (Director), suspects or believes that a lessee is impermissibly subletting and/or assigning his or her housing unit to another person or persons, the Director shall contact the lessee by a means reasonably calculated to make actual contact, and inquire as to whether any such impermissible subletting and/or assignment has, in fact, occurred. A lessee shall respond within 15 days to any such inquiry.

2. The Director may initiate an inquiry either based on a credible report to the Director that an impermissible subletting or assignment has occurred or is occurring, or if the Director otherwise has sufficient information from which the Director may reasonably conclude that an impermissible subletting or assignment has occurred or is occurring. Any inquiry authorized by this Procedure is in addition to any verification of occupancy conducted in connection with the initial leasing or the renewal of any lease.
3. If, following an inquiry and any response, the Director is satisfied that no impermissible subletting or assignment has occurred or is occurring, no further action shall be taken.
4. If, following an inquiry and any response, the Director is satisfied that an impermissible subletting or assignment has occurred or is occurring, the Director shall take the following steps:
 - a. Declare the subject lease void based on the impermissible act;
 - b. Give notice of the voiding of the subject lease to the named lessee on the subject lease;
 - c. Give statutory notice to any occupants of the subject housing unit of the need to vacate the subject housing unit within the minimum statutory timeframe;
 - d. If following statutory notice, any occupants remain in the subject housing unit, take all appropriate legal actions:
 - i. to evict any remaining occupants of the subject housing unit who do not have a legal right to occupy the subject housing unit;
 - ii. to recover possession of the subject housing unit; and
 - iii. to recover all damages, costs, and attorneys' fees from all responsible parties as are recoverable;
 - e. To take such other and further steps as may be appropriate to effectuate the purpose of this Procedure; and
 - f. No further action by the VHC shall be required to proceed with the foregoing steps.
5. Prior to initiating any legal action, the Director shall advise the Commission of the pending initiation of legal action. Failure to so advise, however, shall not void or

otherwise invalidate any act by the Director that is otherwise consistent with this Procedure.

6. Any compromise or settlement of any legal action, or any compromise of any claims against any person, with a value in excess of \$2,500, must be approved by the VHC. If the VHC fails to approve any such compromise or settlement, the Director is authorized and required to proceed with appropriate legal action until its conclusion, including any appeal, if in the opinion of the Director, an appeal is appropriate.
7. The Director is authorized to compromise or settle any legal action, or otherwise compromise any claim against any person, if the value of the claim is less than \$2,500, and if, in the discretion of the Director, such compromise or settlement is appropriate under the circumstances and consistent with the VRHP.
8. The Director shall report to the VHC at each regularly scheduled meeting of the VHC on the status of any pending legal actions and the compromise or settlement of any claims. The Director shall provide such additional reports to the VHC as may be requested by the Chair.

VERNON HOUSING COMMISSION
DAMAGE TO HOUSING UNITS DURING TENANCY PROCEDURES
Adopted June 14, 2017
Revised March 9, 2022

Pursuant to Vernon Municipal Code Section 2.40.060.B,, and the Vernon Rental Housing Policy (VRHP), the Vernon Housing Commission (VHC) hereby adopts the following to establish and to implement procedures for addressing damage to housing units during the course of a tenancy.

Recitals

- A. The VHC is committed to managing its housing stock according to “best practices” for private, residential housing. The VRHP requires that all procedures be “neutral, fair and reasonable.”
- B. Generally, Lessees must maintain their housing units and are responsible for any damage they cause to a housing unit, normal wear and tear excepted.
- C. Housing units are inspected on a semi-annual basis, primarily for the purpose of ensuring that there are no health and/or safety conditions that require attention. During inspections, inspectors may also observe damage to housing units for which Lessees are responsible.
- D. Maintenance staff may also observe damage to housing units for which Lessees are responsible during the course of responding to tenant requests for maintenance.
- E. The VHC wants to adopt a procedure by which damage to housing units for which Lessees are responsible is addressed promptly and not solely at the end of a tenancy.

Procedures

- 1. If staff becomes aware of any damage to a housing unit for which a Lessee is responsible, whether during the course of an annual inspection, a maintenance visit, or otherwise, staff shall promptly document the damage, which shall include a written description of the damage and photographs, if appropriate.
- 2. Staff shall provide written notice (Notice) to the Lessee of the damaged housing unit. The Notice shall include a description of the damage, any supporting photographs, a suggested remedy, a timeframe within which the remedy must be completed (the “Cure Period”), and if the remedy is not to be solely undertaken by the Lessee, an estimated cost for the repair to be carried out either by staff or a third-party contractor.

Following issuance of a Notice, a Lessee has three options:

- a. Comply with the Notice: If a Notice calls for the Lessee to complete a remedy, a Lessee may complete the remedy within the Cure Period and then provide written notice to the City that the remedy has been completed. Staff shall be entitled to inspect any remedy to confirm that the remedy is sufficient to address the damage in question.
 - b. Consent to Remedy and Pay Estimated Costs: If a Notice requires a remedy that will be done either by staff and/or a third-party contractor, a Lessee may consent to the remedy and pay to the City any estimated costs associated with the remedy. The Lessee shall remain liable for the actual cost of the remedy. If the deposit is insufficient, the Lessee shall pay any difference in cost. If a part of the deposit is unused, the City shall refund any unused portion of the deposit.
 - c. Dispute the Notice: If a Lessee wishes to dispute a Notice, the Lessee shall have ten (10) days from the date of the Notice to provide a written objection to the City. The Lessee shall provide the grounds for the objection (for example, the tenant did not cause the damage or the suggested remedy is not appropriate). Thereafter, staff and the Lessee shall cooperate in good faith to resolve any disputes. If a dispute is resolved, the Lessee shall either comply with the Notice, as amended, if amended, pursuant to Paragraph 2(a) above, or consent to the remedy, as agreed upon, and pay estimated costs, pursuant to Paragraph 2(b) above.
3. If a Lessee fails to provide consent as required, the City shall be authorized to take all steps that are reasonable and appropriate to remedy any damage to a housing unit, and the Lessee shall be responsible for all costs reasonably incurred to remedy any damage to a housing unit for which the Lessee is responsible.
 4. If at the time of a lease renewal for a lease for a specified term a Lessee has any unresolved issues relating to damage to a housing unit for which the Lessee is responsible, the Lessee may not extend the term of the lease until either the damage in question is remedied or there is a plan in place by which the Lessee will address and be financially responsible for any appropriate and applicable remedy.
 5. For any Lessee who has a month-to-month lease, after 60 days following the issuance of a Notice, if the damage is not remedied and if there is no plan in place to remedy the damage, the Lessee shall be given a 30-day notice to the effect that if the damage is not remedied and/or if there is no plan in place to remedy the damage, the lease may be subject to termination. If at the end of this extended notice period the damage is still not remedied and/or there is no plan in place to remedy the damage, staff shall take all appropriate steps to terminate the lease

and to hold the Lessee responsible for all damage for which the Lessee is liable under the applicable lease.

VERNON HOUSING COMMISSION
DAMAGE TO HOUSING UNITS DURING TENANCY PROCEDURES
Adopted June 14, 2017
Revised March 9, 2022

Pursuant to ~~Vernon Municipal Code Section 2.40.060.B, Ordinance 1183, as amended,~~ and the Vernon Rental Housing Policy (“VRHP”), the Vernon Housing Commission (“VHC”) hereby adopts the following to establish and to implement procedures for addressing damage to housing units during the course of a tenancy.

Recitals

- A. The VHC is committed to managing its housing stock according to “best practices” for private, residential housing. The VRHP requires that all procedures be “neutral, fair and reasonable.”
- B. Generally, Lessees must maintain their housing units and are responsible for any damage they cause to a housing unit, normal wear and tear excepted.
- C. Housing units are inspected on a ~~semi-annual~~ annual basis, primarily for the purpose of ensuring that there are no health and/or safety conditions that require attention. During ~~annual~~ inspections, inspectors may also observe damage to housing units for which Lessees are responsible.
- D. Maintenance staff may also observe damage to housing units for which Lessees are responsible during the course of responding to tenant requests for maintenance.
- E. The VHC wants to adopt a procedure by which damage to housing units for which Lessees are responsible is addressed promptly and not solely at the end of a tenancy.

Procedures

- 1. If staff becomes aware of any damage to a housing unit for which a Lessee is responsible, whether during the course of an annual inspection, a maintenance visit, or otherwise, staff shall promptly document the damage, which shall include a written description of the damage and photographs, if appropriate.
- 2. Staff shall provide written notice (“Notice”) to the Lessee of the damaged housing unit ~~(by email, if available, and by regular U.S. mail).~~ The Notice shall include a description of the damage, any supporting photographs, a suggested remedy, a timeframe within which the remedy must be completed (the “Cure Period”), and if the remedy is not to be solely undertaken by the Lessee, an estimated cost for the repair to be carried out either by staff or a third-party contractor.

Following issuance of a Notice, a Lessee has three options:

- a. Comply with the Notice: If a Notice calls for the Lessee to complete a remedy, a Lessee may complete the remedy within the Cure Period and then provide written notice to the City that the remedy has been completed. Staff shall be entitled to inspect any remedy to confirm that the remedy is sufficient to address the damage in question.
 - b. Consent to Remedy and Pay Estimated Costs: If a Notice requires a remedy that will be done either by staff and/or a third-party contractor, a Lessee may consent to the remedy and pay to the City any estimated costs associated with the remedy. The Lessee shall remain liable for the actual cost of the remedy. If the deposit is insufficient, the Lessee shall pay any difference in cost. If a part of the deposit is unused, the City shall refund any unused portion of the deposit.
 - c. Dispute the Notice: If a Lessee wishes to dispute a Notice, the Lessee shall have ten (10) ~~calendar~~ days from the date of the Notice to provide a written objection to the City. ~~The~~ Lessee shall provide the grounds for the objection (for example, the tenant did not cause the damage or the suggested remedy is not appropriate). Thereafter, staff and the Lessee shall cooperate in good faith to resolve any disputes. If a dispute is resolved, the Lessee shall either comply with the Notice, as amended, if amended, pursuant to Paragraph 23(a) above, or consent to the remedy, as agreed upon, and pay estimated costs, pursuant to Paragraph 23(b) above.
3. If a Lessee fails to provide consent as required, the City shall be authorized to take all steps that are reasonable and appropriate to remedy any damage to a housing unit, and the Lessee shall be responsible for all costs reasonably incurred to remedy any damage to a housing unit for which the Lessee is responsible.
 4. If at the time of a lease renewal for a lease for a specified term a Lessee has any unresolved issues relating to damage to a housing unit for which the Lessee is responsible, the Lessee may not extend the term of the lease until either the damage in question is remedied or there is a plan in place by which the Lessee will address and be financially responsible for any appropriate and applicable remedy.
 5. For any Lessee who has a month-to-month lease, after 60 days following the issuance of a Notice, if the damage is not remedied and if there is no plan in place to remedy the damage, the Lessee shall be given a 30-day notice to the effect that if the damage is not remedied and/or if there is no plan in place to remedy the damage, the lease may be subject to termination. If at the end of this extended notice period the damage is still not remedied and/or there is no plan in place to remedy the damage, staff shall take all appropriate steps to terminate the lease

and to hold the Lessee responsible for all damage for which the Lessee is liable under the applicable lease.

**VERNON HOUSING COMMISSION
DISABILITY PRIORITY PROCEDURES
Adopted April 26, 2017
Revised March 9, 2022**

Pursuant to Vernon Municipal Code Section 2.40.060.B and the Vernon Rental Housing Policy (VRHP), the Vernon Housing Commission (VHC) hereby adopts the following procedures to establish and to implement a priority on the City housing waiting list for individuals who have a disability, as defined herein.

Recitals

- A. The VHC is committed to managing its housing stock according to “best practices” for private, residential housing. The VRHP requires that all procedures be “neutral, fair and reasonable.”
- B. Under the existing policies and procedures governing the subject housing stock, certain housing stock either has been or will be designed to comply with the Americans with Disabilities Act (ADA) and related laws as it relates to limited/restricted physical mobility and physical access.
- C. To maximize the value and benefit of the housing stock designed to comply with the ADA, the VHC desires to adopt procedures providing for a priority for individuals with qualifying disabilities, as defined herein, to occupy the ADA-compliant housing.
- D. The VHC recognizes that there must be a balance between the public policy which supports a disability priority status for ADA-compliant housing and the VHC’s commitment to and obligation to all other lessees and prospective lessees. The VHC expressly finds that with respect to ADA-compliant housing as it relates to limited/restricted physical mobility, creating a priority for disabled individuals, as defined herein, is in and furthers the public interest.

Procedures

- 1. “Disability” Defined.

“Disability” for purposes of this procedure shall mean any individual who has an actual permanent physical disability affecting mobility and/or requiring access accommodation, as understood under and/or defined by the ADA. For guidance in interpreting a qualifying disability, reference is made to the following provisions of the ADA: 42 U.S.C. Section 12102(1)(A) (regarding physical disability); 42 U.S.C. Section 12102(2)(A) (defining “walking” as a “major life activity”); 42 U.S.C. Section 12102(4) (regarding rules of construction).

2. Certification of Permanent Disability Status.

Initial Certification. Before any prospective lessee is given a disability priority status on the City's housing waiting list, the City must verify that the prospective lessee has a disability, as defined herein. At least the following steps shall be undertaken to verify the status of a prospective lessee:

1. Any prospective lessee desiring to benefit from a disability priority shall promptly provide the City with all information reasonably requested by the City to verify his/her status.
2. Thereafter, the City shall use all reasonable efforts to verify such status accurately and promptly. If the City is unable to verify the status to the City's reasonable satisfaction, the City shall notify the prospective lessee in writing of this fact, and if appropriate, request additional information to assist the City in verifying the status.
3. If additional information is requested, the prospective lessee shall provide it promptly and the City shall evaluate it. This interactive process shall continue until either the City can verify the disability status, the prospective lessee fails to provide additional information, or the City concludes that the prospective lessee does not qualify for disability status.
4. At the end of this process, the City shall notify the prospective lessee in writing of its conclusion.
5. The ultimate burden of producing sufficient documentation and information to support a finding of disability status shall remain with the prospective lessee.
6. Any communication required to be in writing may be communicated via email to the last known email address of the prospective lessee.

3. A Disabled Lessee's Use of the Housing Unit.

- a. If a lessee obtains a housing unit via a disability priority, it is the expectation that the lessee will, in fact, reside in the housing unit and designate the housing unit as his or her primary residence. It shall not be permissible for a lessee to obtain a housing unit via a disability priority and then not use the housing unit personally (only authorized occupants actually residing in the housing unit). If a question arises as to whether a lessee is meeting this requirement, the City shall give written notice to the lessee, who then shall provide reasonable documentation and information to the City to demonstrate compliance with this requirement. If a lessee fails to demonstrate that he/she is complying with this

requirement, the City may terminate the lessee's lease, and the lessee and all authorized occupants will be required to vacate the subject housing unit.

- b. If a lessee who uses a disability priority vacates a housing unit for any reason (other than death), the lessee's lease shall terminate effective on the last day of the month in which the lessee vacates the housing unit. All authorized occupants shall vacate the housing unit by no later than the end of month in which the lessee vacates the housing unit.
 - c. If a lessee who benefits from a disability priority dies, any authorized occupants may remain in the housing unit until the end of the then current term of the subject lease, or for up to 12 months following the death of the lessee, whichever is longer. Thereafter, all authorized occupants must vacate the housing unit.
 - d. Subject to Section 3(c) above, upon receipt of notice of the death of a lessee who benefitted from a disability priority by the City, the remaining authorized occupants shall be automatically placed on the unit-to-unit transfer list and shall be eligible for a unit-to-unit transfer so long as at least one of the remaining authorized occupants qualifies as a named lessee on a lease, including sufficient creditworthiness. Any transfer fee that would otherwise apply to a unit-to-unit transfer shall be waived for the authorized occupants. The rights under this Section 3(d) shall expire if the deadline to vacate the housing unit established in Section 3(c) above occurs prior to an actual unit-to-unit transfer.
4. Change in Disability Status. If, during the term of a lease, a lessee ceases to have a disability, as defined herein, the lessee may remain in the housing unit until the end of the lease term, if they have a lease for a fixed period, or for up to six months following the loss of disability status, whichever is longer. The lessee shall notify the City promptly following the loss of disability status. The lessee will not be entitled to renew his/her lease for an additional period beyond that allowed herein. At the end of this grace period, the lessee and all authorized occupants must vacate the housing unit.
 5. The Interest Form shall include an area in which an individual may indicate whether the individual has a disability, as defined herein.
 6. The priority created herein shall apply only to housing units that are ADA-compliant at least with respect to limited/restricted physical mobility and so designated by the City. No priority created herein shall apply to any other housing unit.
 7. If, at the time an ADA-compliant housing unit is available for lease, there are no individuals on the applicable waiting list who have a qualifying disability, then the ADA-compliant housing unit may be leased to whomever is next on the waiting list who is otherwise eligible to lease the housing unit.

VERNON HOUSING COMMISSION
DISABILITY PRIORITY PROCEDURES
Adopted April 26, 2017
Revised March 9, 2022

Pursuant to Vernon Municipal Code Section 2.40.060.B Ordinance 1183, as amended, and the Vernon Rental Housing Policy (“VRHP”), the Vernon Housing Commission (“VHC”) hereby adopts the following procedures to establish and to implement a priority on the City housing waiting list for individuals who have a ~~D~~isability, as defined herein.

Recitals

- A. The VHC is committed to managing its housing stock according to “best practices” for private, residential housing. The VRHP requires that all procedures be “neutral, fair and reasonable.”
- B. Under the existing policies and procedures governing the subject housing stock, certain ~~of the subject~~ housing stock either has been or will be designed to comply with the Americans with Disabilities Act (“ADA”) and related laws as it relates to limited/restricted physical mobility and physical access.
- C. To maximize the value and benefit of the housing stock designed to comply with the ADA, the VHC desires to adopt procedures providing for a priority for individuals with qualifying disabilities, as defined herein, to occupy the ADA-compliant housing.
- D. The VHC recognizes that there must be a balance between the public policy which supports a disability priority status for ADA-compliant housing and the VHC’s commitment to and obligation to all other lessees and prospective lessees. The VHC expressly finds that with respect to ADA-compliant housing as it relates to limited/restricted physical mobility, creating a priority for disabled individuals, as defined herein, is in and furthers the public interest.

Procedures

- 1. “Disability” Defined.

“Disability” for purposes of this procedure shall mean any individual who has an actual permanent physical disability affecting mobility and/or requiring access accommodation, as understood under and/or defined by the ADA. For guidance in interpreting a qualifying disability, reference is made to the following provisions of the ADA: 42 U.S.C. Section §-12102(1)(A) (regarding physical disability); 42 U.S.C. Section §-12102(2)(A) (defining “walking” as a “major life activity”); 42 U.S.C. Section §-12102(4) (regarding rules of construction).

2. Certification ~~and Annual Re-certification~~ of Permanent Disability Status.

Initial Certification. Before any prospective lessee is given a ~~d~~Disability priority status on the City's housing waiting list, the City must verify that the prospective lessee has a ~~d~~Disability, as defined herein. At least the following steps shall be undertaken to verify the status of a prospective lessee:

1. Any prospective lessee desiring to benefit from a ~~d~~Disability priority shall promptly provide the City with all information reasonably requested by the City to verify his/her status.
2. Thereafter, the City shall use all reasonable efforts to verify such status accurately and promptly. If the City is unable to verify the status to the City's reasonable satisfaction, the City shall notify the prospective lessee in writing of this fact, and if appropriate, request additional information to assist the City in verifying the status.
3. If additional information is requested, the prospective lessee shall provide it promptly and the City shall evaluate it. ~~–This interactive process shall continue until either the City can verify the disability status, the prospective lessee fails to provide additional information, or the City concludes that the prospective lessee does not qualify for disability status.~~
4. At the end of this process, the City shall notify the prospective lessee in writing of its conclusion.
5. The ultimate burden of producing sufficient documentation and information to support a finding of ~~d~~Disability status shall remain with the prospective lessee.
6. Any communication required to be in writing may be communicated via email to the last known email address of the prospective lessee.

~~b. Annual Re-Certification: Because of the public policy behind providing a Disability priority in obtaining ADA-compliant City-owned housing, if a current lessee was given a Disability priority at any time and benefited from that priority in obtaining his/her current housing unit, either directly (initial move-in into the unit) or indirectly (housing transfer), the lessee must certify on an annual basis that the lessee remains entitled to a priority. At least the following steps shall be undertaken to verify the status of the lessee:~~

- ~~i. At the time of lease renewal, if the lessee has a 12-month lease, or at least annually, the lessee shall provide the City with all information reasonably requested by the City to verify his/her continued Disability status.~~

- ~~ii. Thereafter, the City shall use all reasonable efforts to verify such status accurately and promptly. If the City is unable to verify the status to the City's reasonable satisfaction, the City shall notify the lessee in writing of this fact, and if appropriate, request additional information to assist the City in verifying the status.~~
- ~~iii. If additional information is requested, the lessee shall provide it promptly and the City shall evaluate it. This interactive process shall continue until either the City can verify the Disability status, the lessee fails to provide additional information, or the City concludes that the lessee does not qualify for a Disability priority.~~
- ~~iv. At the end of this process, the City shall notify the lessee in writing as to its conclusion.~~
- ~~v. The ultimate burden of producing sufficient documentation and information to support a finding of Disability status shall remain with the lessee.~~
- ~~vi. Any communication required to be in writing may be communicated via email to the last known email address of the lessee.~~

3. A Disabled Lessee's Use of the Housing Unit.

- a. If a lessee obtains a housing unit via a dDisability priority, it is the expectation that the lessee will, in fact, reside in the housing unit and designate the housing unit as his or her primary residence. It shall not be permissible for a lessee to obtain a housing unit via a dDisability priority and then not use the housing unit personally (only authorized occupants actually residing in the housing unit). If a question arises as to whether a lessee is meeting this requirement, the City shall give written notice to the lessee, who then shall provide reasonable documentation and information to the City to demonstrate compliance with this requirement. If a lessee fails to demonstrate that he/she is complying with this requirement, the City may terminate the lessee's lease, and the lessee and all authorized occupants will be required to vacate the subject housing unit.
- b. If a lessee who uses a dDisability priority vacates a housing unit for any reason (other than death), the lessee's lease shall terminate effective on the last day of the month in which the lessee vacates the housing unit. All authorized occupants shall vacate the housing unit by no later than the end of month in which the lessee vacates the housing unit.
- c. If a lessee who benefits from a dDisability priority dies, any authorized occupants may remain in the housing unit until the end of the then current term of the subject lease, or for up to 12 months following the death of the lessee,

- whichever is longer. Thereafter, all authorized occupants must vacate the housing unit.
- d. Subject to Section 3(c) above, upon receipt of notice of the death of a lessee who benefitted from a dDisability priority by the City, the remaining authorized occupants shall be automatically placed on the unit-to-unit transfer list and shall be eligible for a unit-to-unit transfer so long as at least one of the remaining authorized occupants qualifies as a named lessee on a lease, including sufficient creditworthiness. Any transfer fee that would otherwise apply to a unit-to-unit transfer shall be waived for the authorized occupants. The rights under this Section 3(d) shall expire if the deadline to vacate the housing unit established in Section 3(c) above occurs prior to an actual unit-to-unit transfer.
 4. Change in Disability Status. If, during the term of a lease, a lessee ceases to have a dDisability, as defined herein, the lessee may remain in the housing unit until the end of the lease term, if they have a lease for a fixed period, or for up to six months following the loss of dDisability status, whichever is longer. -The lessee shall notify the City promptly following the loss of dDisability status. -The lessee will not be entitled to renew his/her lease for an additional period beyond that allowed herein. At the end of this grace period, the lessee and all authorized occupants must vacate the housing unit.
 5. The ~~Expression of~~ Interest Form shall ~~be modified to~~ include an area in which an individual may indicate whether the individual has a dDisability, as defined herein.
 6. The priority created herein shall apply only to housing units that are ADA-compliant at least with respect to limited/restricted physical mobility and so designated by the City. No priority created herein shall apply to any other housing unit.
 7. If, at the time an ADA-compliant housing unit is available for lease, there are no individuals on the applicable waiting list who have a qualifying dDisability, then the ADA-compliant housing unit may be leased to whomever is next on the waiting list who is otherwise eligible to lease the housing unit.

**VERNON HOUSING COMMISSION
OCCUPANT RELOCATION PROCEDURES
Adopted March 9, 2022**

Pursuant to Vernon Municipal Code Section 2.40.060.B. and the Vernon Rental Housing Policy (VRHP), the Vernon Housing Commission (VHC) hereby adopts the following procedure to address any lease/authorized occupant's need/desire to be re-located, either temporarily or permanently.

Recitals

- A. The VHC is committed to managing its housing stock according to “best practices” for private, residential housing. The VRHP requires that all procedures be “neutral, fair, and reasonable.”
- B. Every lessee/authorized occupant is entitled to a habitable rental unit.
- C. This Relocation Procedure is intended to apply to the following situations:
 - 1. Temporary Relocation – City Initiated: If, through no fault of a Lessee, Authorized Occupant, and/or Guest, a rental unit becomes temporarily uninhabitable, as determined by the City, the Lessee and any Authorized Occupants shall be entitled, at the Lessee's option, to be re-located to housing accommodations comparable to the rental unit in good condition for so long as the rental unit is uninhabitable.
 - 2. Permanent Relocation – City Initiated: If, through no fault of a Lessee, Authorized Occupant, and/or Guest, a rental unit becomes temporarily uninhabitable, as determined by the City, any lessee of a City of Vernon owned housing unit may request a permanent relocation to any other City-owned unit on a priority basis.
 - 3. Permanent Relocation – Lessee Initiated: Any lessee of a City of Vernon owned housing unit who has occupied his/her then-current unit for a minimum of one year may request a permanent relocation to any other City-owned unit upon availability.
- D. The VHC desires to adopt procedures with respect to the relocation of Lessees and Authorized Occupants that are “neutral, fair, and reasonable.” The VHC recognizes that unless it uniformly applies a relocation procedure to all lessees, it will not be treating all lessees neutrally and fairly.

Procedures

A. Temporary Relocations

- 1. When Temporary Relocation is Authorized. Temporary relocation shall be authorized, at City expense, only if a rental unit is uninhabitable or if it is determined that in light of required repairs to a rental unit, temporary relocation

- will facilitate more expedient and cost-effective repairs, even when the cost of temporary relocation is taken into account. Whether relocation should be authorized shall be determined on an objective basis in light of best practices for a private landlord, and shall be determined by disinterested City staff and/or consultants who have expertise with respect to the subject repair(s).
- a. Required Relocation. If the City determines that a rental unit is uninhabitable, relocation shall be required until such time as the rental unit is returned to a habitable condition. Habitability shall be determined in light of the rental unit's current condition and in light of the effect any needed repairs may have on the habitability of the rental unit during the course of repairs.
 - b. Optional Relocation. If a rental unit is otherwise habitable, a Lessee shall have an option either to accept relocation or to decline relocation, at the Lessee's sole discretion, even if the total cost to repair to the rental unit shall be higher in light of the non-relocation.
2. Types of Alternative Housing. The type of alternative housing to which a Lessee and an Authorized Occupant is entitled shall be determined by the expected length of time alternative housing is required. If a temporary relocation is expected to last no more than 30 days, the relocation shall be presumed to be "short-term." If a temporary relocation is expected to last for more than 30 days, the relocation shall be presumed to be "long-term." Any presumption created by this procedure may be overcome if, as determined by the City, and based on the facts and circumstances of any particular case, an alternative categorization is appropriate.
- a. Temporary Short-term Relocation. If temporary short-term relocation is authorized, the alternative housing shall be in the form of a qualifying hotel or other short-term housing option, as provided for in the Expense Reimbursement Policy (ERP), discussed below.
 - b. Temporary Long-term Relocation. If temporary long-term relocation is authorized, the alternative housing shall be in the form of a comparably furnished apartment with a comparable number of bedrooms and bathrooms as the subject rental unit.
3. Reimbursable Relocation Expenses. If temporary relocation is authorized, the City shall bear all reasonable costs associated with the relocation, including the cost of alternative housing, the reasonable cost, if any, of moving personal possessions from and to the rental unit to the temporary housing, and any reasonable increase in food costs, if any, necessitated by the relocation. To the extent the City's ERP then in effect covers a subject expense, the ERP shall govern the type of expense that may be covered and the amount of coverage. To the extent the ERP does not cover a subject expense, an expense may be

covered only if it is actually incurred, is reasonable as determined by the City, and only for the actual amount of the expense.

4. Rent Abatement as an Alternative. If a Lessee who is otherwise entitled to temporary relocation instead chooses to re-locate on his or her own, the Lessee shall be entitled to rent abatement for the length of time temporary relocation would have otherwise been authorized.
5. Approval Required by City Attorney or Outside Counsel. If the amount of expected reimbursable relocation expenses is in excess of \$5,000, prior approval of the expenditure from the City Attorney or outside counsel to the VHC shall be required.

B. Permanent Relocations

City Initiated Permanent Relocations

1. If a temporary long-term relocation becomes necessary as set forth in this procedure, the lessee, at the lessee's sole option, may request a permanent relocation to a then vacant City-owned housing unit in lieu of a temporary long-term relocation.
2. A lessee shall have 10 days from the date of receiving notice of the need for a temporary long-term relocation to elect a permanent relocation. A permanent relocation may be elected only if a housing unit is vacant at the time of the election and the vacant unit can be occupied within 30 days of the election.
3. If a lessee elects a permanent relocation, the lessee shall have priority over all other existing or potential new lessees to select a vacant housing unit.
4. No transfer fee shall be due for a City initiated permanent relocation.
5. Any lessee permanently relocating to a different unit will immediately pay the then established market rent for the unit to which the lessee has relocated. This will require a review and determination of the lessee's credit worthiness to lease such unit.

Lessee Initiated Permanent Relocations

1. All permanent relocation requests initiated by a lessee must be submitted in writing by filling out a Unit Transfer Request Form.
2. A lessee must have occupied his/her then-current unit for a minimum of one year prior to submitting a Unit Transfer Request Form.

3. A maximum of one Unit Transfer Request Form per lessee household will be accepted in any calendar year and shall be valid for the calendar year in which it is submitted.
4. Unit Transfer Request Forms shall be accepted anytime throughout the year and shall be entered into the lottery following the provisions in Section 3 of the New Tenant Lease Procedures.
5. Those indicating interest in transferring to the available unit shall be entered into a lottery following the provisions of the New Tenant Lease Procedures. If that lessee either does not want to occupy the vacant unit, or does not qualify for the vacant unit, then the vacant unit shall be offered to the next lessee from the lottery results. If the vacant unit has been offered to all lessees with applicable Unit Transfer Requests, and none of the lessees either wants to occupy the vacant unit or qualifies for the vacant unit, then the vacancy shall be offered to those on the New Tenant Lease lottery selection.
6. A transfer fee of \$1,000 shall be due upon approval of a transfer request to cover the costs associated with preparing the unit for new occupancy.
7. Any lessee transferring to a different unit will immediately pay the then established market rent for the new unit. This will require a review and determination of the lessee's credit worthiness to lease such unit.

VERNON HOUSING COMMISSION
APPLIANCES IN CITY-OWNED HOUSING UNITS PROCEDURES
Adopted January 27, 2021

Pursuant to Vernon Municipal Code Section 2.40.060.B. and the Vernon Rental Housing Policy (VRHP), the Vernon Housing Commission (VHC) hereby adopts the following policy on providing appliances in City-owned housing units, which shall take effect immediately upon adoption, and which shall supersede any prior policy regarding the same.

Recitals

- A. The VHC is committed to managing its housing stock according to “best practices” for private, residential housing.
- B. To the extent reasonably practicable, terms and conditions should take into account any factors that may be present in the City of Vernon and that may not be present elsewhere.

Policy

Appliances shall be provided in City-owned residential units and maintained by the City of Vernon in accordance with the following:

- 1. All City-owned homes shall each have a:
 - a. Range
 - b. Refrigerator
- 2. Units leased prior to January 27, 2021 shall retain the full suite of appliances which includes a refrigerator, range, microwave, dishwasher, and washer/dryer.
- 3. Appliances shall be of mid-range quality and shall be relatively uniform for all units.
- 4. Any tenant owned appliances installed at the residence shall be subject to pre-approval and inspection by City.

VERNON HOUSING COMMISSION
APPLIANCES IN CITY-OWNED HOUSING UNITS PROCEDURES
Adopted January 27, 2021

Pursuant to Vernon Municipal Code Section 2.40.060.B. Ordinance No. 1183, as amended, and the Vernon Rental Housing Policy (“VRHP”), the Vernon Housing Commission (“VHC”) hereby adopts the following policy on providing appliances in City-owned housing units, which shall take effect immediately upon adoption, and which shall supersede any prior policy regarding the same.

Recitals

- A. The VHC is committed to managing its housing stock according to “best practices” for private, residential housing.
- B. To the extent reasonably practicable, terms and conditions should take into account any factors that may be present in the City of Vernon and that may not be present elsewhere.

Policy

Appliances shall be provided in City-owned residential units and maintained by the City of Vernon in accordance with the following:

- 1. All City-owned homes shall each have a:
 - a. StoveRange
 - b. Refrigerator
- 2. Units leased prior to January 27, 2021 shall retain the full suite of appliances which includes a refrigerator, stoverange, microwave, dishwasher, and washer/dryer.
- 3. Appliances shall be of mid-range quality and shall be relatively uniform for all units.
- 4. Any tenant owned appliances installed at the residence shall be subject to pre-approval and inspection by City.



City of Vernon City-Owned Housing 2022 Interest Form

Full Legal Name: _____

Address: _____

Phone: _____ Email: _____

Qualifying Disability: Yes No

“Disability” as established by the VHC Procedures for Tenants under Disability Priority, adopted April 26, 2017, means in relevant part, “any individual who has an actual permanent physical disability affecting mobility and/or requires access accommodations, as understood and/or defined by the ADA.”

Desired Unit Type: 1-Bedroom Apartment 2-Bedroom Apartment
 2-Bedroom House 3-Bedroom House

ACKNOWLEDGEMENT: By signing below, I confirm that the information provided on this Form is correct as of this date. If any information changes, I acknowledge that it is my responsibility to submit an updated Form. I further acknowledge that any rights I may have to lease a housing unit from the City of Vernon, if any, are governed solely by applicable law, including, without limitation, applicable provisions of the Vernon Municipal Code, and policies and procedures adopted by the Vernon Housing Commission.

Date: _____ Signature: _____

Submit completed forms to the City Clerk, Vernon City Hall, 4305 Santa Fe Avenue, Vernon, CA 90058 or cityclerk@ci.vernon.ca.us.

Pursuant to VHC New Tenant Lease Procedures, Interest Forms are effective for the calendar year submitted. Only one form may be submitted per household. Upon City notification via current contact information on file with the City of an available housing unit, applicants have five (5) business days to confirm interest in the specific available housing unit. Applicants must update contact information if it changes. No lottery will be required if only one applicant confirms interest in an available housing unit. If more than one applicant confirms interest, all such applicants shall be entered into a lottery. Attending the lottery is not required and will not be considered in determining an applicant’s eligibility to lease a City housing unit.

To confirm your interest form is valid, check [Housing Opportunities / Lottery](#) on the City’s website. Please allow up to 10 calendar days from date of submittal before checking. If your name does not appear on the waitlist after a minimum of 10 days, please call (323) 583-8811, ext. 897 or email cityclerk@ci.vernon.ca.us.

OPTIONAL - The following is gathered for statistical purposes and has no effect on your application.

How did you learn about Vernon Housing opportunities?

Social Media Poster/Banner in Vernon City Website Other _____

Do you work in Vernon? Yes No



City of Vernon City-Owned Housing Unit Transfer Request Form Valid for Calendar Year Submitted

Full Lessee Name: _____

Phone: _____ Email: _____

Address of Current Unit: _____

Desired Unit Type:	1-Bedroom Apartment	2-Bedroom Apartment
	2-Bedroom House	3-Bedroom House

Reason(s) for Transfer Request: _____

NOTE: There is a \$1,000 transfer fee and tenant shall immediately pay full market rent for the new unit.

ACKNOWLEDGEMENT: By signing below, I confirm that the information provided on this Form is correct as of this date. If any information changes, I acknowledge that it is my responsibility to submit an updated Form.

I further acknowledge that any rights I may have to lease a housing unit from the City of Vernon, if any, are governed solely by applicable law, including, without limitation, applicable provisions of the Vernon Municipal Code, and policies and procedures adopted by the Vernon Housing Commission.

Date: _____ Signature: _____

Unit Transfer Request Forms are effective only for the calendar year in which they are submitted. Once a Unit Transfer Request Form expires, a new Form must be submitted in order to be considered for a housing unit transfer. Upon City notification via current contact information on file with the City of an available housing unit, applicants have five (5) business days to confirm interest in the specific available housing unit. Applicants must update contact information if it changes. No lottery will be required if only one applicant confirms interest in an available housing unit. If more than one applicant confirms interest, all such applicants shall be entered into a lottery. Attending the lottery is not required and will not be considered in determining an applicant's eligibility to lease a City housing unit.

To confirm your form is valid, check [Housing Opportunities / Lottery](#) on the City's website. Please allow up to 10 calendar days from date of submittal before checking. If your name does not appear on the waitlist after a minimum of 10 days, please call (323) 583-8811, ext. 897 or email cityclerk@ci.vernon.ca.us.

**VERNON HOUSING COMMISSION
TRANSITIONAL HARDSHIP APPEAL PROCEDURES
Adopted July 18, 2012**

Pursuant to Ordinance 1183 and the Vernon Rental Housing Policy ("VRHP"), the Vernon Housing Commission ("VHC") hereby adopts the following appeal procedures for existing tenants who experience a particularized hardship in complying with the VRHP. The appeal procedures stipulated below shall apply only to existing tenants whose tenancies were in effect as of July 8, 2011.

1. Definition of "Hardship" Generally: Something that causes or entails significant difficulty in complying with the VRHP.
2. Definition of "Financial Hardship": A "Financial Hardship" shall exist if a leasee's monthly gross household income is less than two times the then current rent for the unit he/she currently leases. "Gross Household Income" shall include all income from all leasees and authorized occupants of a housing unit.
3. Appeal Procedures for Tenant Experiencing Financial Hardship:
 - a. Financial Hardship Application Form: Leasee shall complete and submit an application form that contains sufficient financial information from which the VHC may evaluate the leasee's financial condition. The VHC Director shall create an appropriate form for this purpose. A copy of leasee's and any authorized occupant(s)' most current federal and state income tax returns must be attached to said application, or if the tax returns are unavailable, provide an explanation as to why the tax returns are unavailable. Both leasees and authorized occupants also must submit the most recent three months of pay stubs or equivalent documentation of current wages, if any. To the extent legally permissible, the VHC shall maintain the confidentiality of the Financial Hardship Application and any documentation submitted in support of it.

Verification/Relief: If the VHC confirms that a leasee suffers a Financial Hardship, the leasee's rent shall be adjusted such that the leasee shall be charged rent equivalent to one-half of the combined monthly gross household income of all individuals occupying the housing unit.
 - b. Recertification: Prior to each prospective lease renewal, leasee must re-certify any Financial Hardship by submitting to the VHC a new Financial Hardship Application Form and the required supporting documentation (tax returns and pay stubs). No recertification of Financial Hardship may be found unless all required supporting documentation is provided, or a separate certification that some or all of the supporting documentation does not exist (no wages) and need not exist (not required to file tax returns).

4. Priority to Lease More Affordable Unit: An existing leasee with a Financial Hardship shall have a priority over new lessees on any more affordable unit that becomes available, and shall be required to move to such unit upon availability in order to maintain eligibility for a Financial Hardship finding by the VHC. Refusal to move to a more affordable unit shall result in the immediate discontinuation of any Financial Hardship accommodation. Leasee shall continue to have priority in leasing a more affordable unit so long as a Financial Hardship exists and is verified at the time the leasee desires to move to a more affordable unit.
5. Other Transitional Hardships: Any transitional hardship other than a Financial Hardship experienced by an existing leasee in complying with the VRHP shall be explained in writing and submitted to the VHC. Such writing shall contain sufficient detail to explain clearly the existing hardship and the relief being sought.
6. The VHC shall promptly consider all transitional hardships on a case by case basis. The VHC Director shall make a recommendation to the VHC regarding whether to grant an accommodation, and if an accommodation is recommended, the nature and scope of the accommodation. The VHC shall make the final decision as to whether any accommodation is granted, and if so, the nature and scope of any such accommodation. Although the VHC shall not be required to call a special meeting solely for the purpose of considering a hardship, all hardship considerations shall be considered by the VHC as promptly as is reasonably possible.

Vernon Housing Commission
Unit-to-Unit Transfer Procedures
Adopted September 19, 2012

Any leasee of a City of Vernon owned housing unit may request to transfer to any other City-owned unit upon availability, pursuant to the following conditions and procedures:

1. All transfer requests must be submitted in writing by the leasee on the attached Unit Transfer Request Form.
2. A leasee must have occupied his/her then current unit for a minimum of one year prior to submitting a Unit Transfer Request Form.
3. A maximum of one Unit Transfer Request Form per leasee will be accepted in any calendar year and shall be valid for that calendar year only.
4. Unit Transfer Request Forms shall be accepted anytime throughout the year and shall be randomly rank ordered onto a wait list through the same lottery process conducted each June and December for potential new leasees. There shall be no priority given to first responders for unit transfer requests.
5. After the priority given to existing leasees with a Financial Hardship pursuant to Section 4 of the Appeal Procedures for Existing Tenants Experiencing Transitional Hardship adopted July 18, 2012, the following order shall be followed. When a vacant housing unit is ready for leasing, the vacant unit shall first be offered to the leasee who is first on the Unit Transfer Wait List that was in effect at the time the housing unit became vacant. If that leasee either does not want to occupy the vacant unit, or does not qualify for the vacant unit, then the vacant unit shall be offered to the next leasee on the Unit Transfer Wait List. If the vacant unit has been offered to all leasees on the applicable Unit Transfer Wait List, and none of the leasees either wants to occupy the vacant unit or qualifies for the vacant unit, then the vacancy shall be offered to the appropriate person on the wait list for potential new leasees in accordance with the procedures for that wait list.
6. A transfer fee of \$1,000 shall be due upon approval of a transfer request to cover the costs associated with preparing the unit for new occupancy.
7. Any leasee transferring to a different unit will immediately pay the then established market rent for the unit transferred to. This will require a review and determination of the leasee's credit worthiness to lease such unit.