

Parkside 4 Phase 2, Public Comment Hearing: December 5, 2018

Comment Period: November 19 - December 19, 2018

Row #	INDIVIDUAL OR ORGANIZATION	COMMENT	Response
1	Jeff Leslie, Director, Clinical and Experiential Learning, jleslie@law.uchicago.edu	On behalf of the Cabrini Green LAC, here are general comments that highlight our most serious concerns with the current version of the TSP and other documents circulated by Ahlam. Within two weeks, we will provide more specific line edits with proposed language where appropriate, but wanted to get these high level comments out today to meet CHA's requested schedule. Our understanding is that collaboration on final language can and will continue during the public comment period.	
2	Jeff Leslie, Director, Clinical and Experiential Learning, jleslie@law.uchicago.edu	The documents circulated so far seem to be only a subset of the full leasing package. For instance, the form of lease, the public housing riders, and other riders that were part of the Parkside II.B. leasing package have not circulated for Parkside III. We would like to request copies of all proposed leasing documents in order to provide comments, and to assist everyone's review, we would appreciate it if those drafts were marked to show changes from the versions approved in Parkside II.B. The LAC reserves the right to make additional comments on the documents below and the documents yet to circulate.	The full lease package for Parkside III has been provided. Please find the link to the TSP, lease and addenda, below. https://www.dropbox.com/sh/m3qhidzieb8vtua/AACkpbicvPoHDnpkj_p3J9bWa?dl=0
3	Jeff Leslie, Director, Clinical and Experiential Learning, jleslie@law.uchicago.edu	Here are our general comments on what's been distributed so far: TSP and addenda to the TSP 1. Screening with regards to criminal activity: a. Revise to include appropriate look back periods that are proportionate to the alleged criminal activity. b. Revise to affirm that arrests cannot be used as evidence of criminal activity in any capacity. The use of arrest records to determine eligibility violates PIH Notice 2015-19 and is a serious racial justice issue. PIH Notice 2015-19 states that "PHA or owner may not base a determination that an applicant or household engaged in criminal activity warranting denial of admission... on a record of arrest(s)." See also Landers v. CHA. c. Revise language that currently is vague and overly broad. See TSP, Addendum D(2)(e) ("HMC determines that it has reasonable cause to believe that household member's abuse or pattern of abuse of alcohol may threaten the health, safety or right to peaceful enjoyment of the premises by other residents.").	Suggestions noted and agreeable.
4	Jeff Leslie, Director, Clinical and Experiential Learning, jleslie@law.uchicago.edu	2. "Working to meet criteria" available for applicants covered by the Consent Decree and RRC is not well defined and only discusses payment of rent or repayment agreements.	Suggestions noted and agreeable.

Parkside 4 Phase 2, Public Comment Hearing: December 5, 2018

Comment Period: November 19 - December 19, 2018

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5	Jeff Leslie, Director, Clinical and Experiential Learning, jleslie@law.uchicago.edu	<p>3. Work requirements</p> <p>a. Under the Consent Decree, 50% of the RAD PBV units must be reserved for families that have one at least one household member meeting the work requirement and 50% of these units shall have no work requirements. Notwithstanding the above, any displaced Cabrini family shall be eligible for any new RAD PBV units even if they are not employed. This is admittedly a very confusing component of the selection process and the language in the TSP could be revised to make these requirements clear and also to explain how these requirements are actually implemented in the tenant selection process.</p> <p>b. Work exemptions set forth in TSP Addendum E are narrower than those set forth in CHA's ACOP and discriminate against single parent households.</p>	
6	Jeff Leslie, Director, Clinical and Experiential Learning, jleslie@law.uchicago.edu	<p>4. Credit history screening.</p> <p>a. Screening with regards to credit history is too broad and doesn't account for the high likelihood of errors in credit reports. Applicants should be provided a copy of their credit reports in order to verify information and have an opportunity correct errors. Also, evidence of evictions for nonpayment of market rent should not be used as evidence of an applicant's inability to pay income-based rent.</p>	Suggestions noted and agreeable.
7	Jeff Leslie, Director, Clinical and Experiential Learning, jleslie@law.uchicago.edu	<p>5. Applicant Preferences.</p> <p>a. It is unclear how TSP Addenda 1 and 2 (describing preferences for homeless veterans, VAWA transfers, and accessibility transfers) interact with the preferences in the Consent Decree and RRC and what they mean when they discuss external transfers.</p>	Suggestions noted and agreeable. External= transfer out to a non-HMC residence.
8	Jeff Leslie, Director, Clinical and Experiential Learning, jleslie@law.uchicago.edu	<p>6. Occupancy Standards on p.14</p> <p>a. Revise to track instead the standards from Parkside II.B., which state that in deciding on the appropriately sized unit for a family, parents and children would not be expected to share a room and no opposite sex siblings over the age of eight would be expected to share a room.</p>	We cannot make this change as it is in conflict with the CHA Administrative Plan and CHA Policies for leasing CHA units.

Parkside 4 Phase 2, Public Comment Hearing: December 5, 2018

Comment Period: November 19 - December 19, 2018

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9	Jeff Leslie, Director, Clinical and Experiential Learning, jleslie@law.uchicago.edu	<ul style="list-style-type: none"> • Smoke Free Lease Addendum 1. Fails to follow guidance set forth in PIH Notice 2017-03 such as <ul style="list-style-type: none"> a. Permitting use of electronic cigarettes. b. Quantifying the number of verified violations of the smoke free policy that warrant lease termination and providing tenants time to remedy violations. c. Pursuing lease termination as a last resort. 	<p>Note to comments for item 1 "Failure to follow guidance set forth in PIH Notice 2017-03": Although Holsten has adopted a Smoke-Free policy that is intended to closely follow the HUD Rule and recommendations, Parkside 4 Phase II, as a mixed-financed property (per Section B of the 2017-03 Notice), is not subject to the mandatory adoption of the HUD Rule or the specific requirements set forth therein, but rather is subject to the guidance set forth in HUD Notices H 2012-22 and its predecessor H 2010-21, relating to O/A Adoption of Optional Smoke-Free Housing Policies and requirements for projects receiving federal funding.</p> <p>1(a): Not Agreeable. Even if the policy at Parkside 4 Phase 2 was subject to PIH Notice 2017-03, per Section C(3) of the Notice, titled "PHA Flexibility", the HUD Smoke-Free Rule allows PHAs the flexibility to adopt stricter smoke-free policies than the baseline requirements set forth in the HUD Rule. Adoption of "Prohibition on Electronic Nicotine Delivery systems (ENDS) is included in the Notice as an example of one such flexibility allowed under the Rule.</p> <p>1(b): Suggestion noted and agreeable as far as adding overview of violation scheme to addendum. Holsten provides a handout to tenants detailing the policy, the graduated enforcement mechanisms and the penalties associated with each violation level (3 violations total over course of lease - will not agree to change to 5 violations in 1 year). Holsten agrees that this should also be added to the Addendum - update to be made. It is not possible to cure such violations as they are occurrence based violations.</p> <p>1(c): Suggestion noted and agreeable, BUT as with all Holsten policies, in the event a tenant has shown themselves unable to comply with the rule after going through the various stages of violations and receipt or referral to free smoking cessation services, Holsten will pursue eviction under its Smoke-Free Policy and for CHA residents will follow all Grievance Procedure requirements prior to pursuing eviction.</p>

Parkside 4 Phase 2, Public Comment Hearing: December 5, 2018

Comment Period: November 19 - December 19, 2018

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9a		<p>2. Puts the burden of enforcement on the resident and should only require residents to take reasonable steps to inform the landlord of any violation.</p> <p>3. Should make clear that management may make exceptions and reasonable accommodations to this policy on a case by case basis as required by law and regulations.</p>	<p>2: As with all rules, residents are encouraged to report rules violations should they see them or if they are impacted by them; however, there is no penalty for failure to report. Per internal SOP, Holsten staff does not issue a violation of the smoke-free policy based solely on unverified resident reports. Security and Site Staff are required to personally investigate and confirm reports of violations followed by properly documenting the occurrence or confirm evidence of the violation if captured on video tape. The documented investigation is then reviewed by management to determine if the issuance of a violation is proper prior to any action being taken against a resident. Processes are also in place to avoid unfair or undue punishment for violations that cannot be definitively linked to any particular unit or tenant.</p> <p>3: Suggestion noted and agreeable as discussed in item 42 only and not item 44. Per HUD Guidance and other HUD published materials, because neither smoking, nor nicotine addiction are recognized disabilities under ADA or FHA, property owners have no legal obligation to make exceptions under the policy for smokers. That being said, an individual with a mobility issue for example may request reasonable accommodation for a unit closer to building entrances on the basis of the mobility disability. This accommodation is not an accommodation under the smoke-free policy as it is not allowing them to not otherwise smoke in their unit or in other non-smoking areas; rather, the accommodation is a standard accessibility-based accommodation for a particular unit location.</p>

Parkside 4 Phase 2, Public Comment Hearing: December 5, 2018

Comment Period: November 19 - December 19, 2018

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10	Jeff Leslie, Director, Clinical and Experiential Learning, jleslie@law.uchicago.edu	<ul style="list-style-type: none"> • Drug-Free Housing Addendum 1. It should be clear that the Lessee is not responsible for their guest's activity once they are no longer their guest or once the guest is off project premises. 2. The confidentiality provision should also cover the results of any drug testing. 	Suggestions noted and agreeable.
11	Jeff Leslie, Director, Clinical and Experiential Learning, jleslie@law.uchicago.edu	<ul style="list-style-type: none"> • Accessible Unit Availability 1. It should be clear that when the landlord requires a tenant without a disability to move from an accessible unit to a non-accessible unit, that tenant will be offered a non-accessible unit within the same project/development. 	We cannot commit to offering a non-accessible unit within the same project/development for CHA residents.
12	Jeffrey Leslie <jleslie@uchicago.edu>	<p>Comments on Utility Services Addendum</p> <p>What is the late fee? fees must adhere to reasonableness standard for RAD units?</p> <p>Add: Lessor acknowledges its legal duty to mitigate damages.</p> <p>"negligence or intentional act of Lessor"</p>	A fee amount will be added. Need to confer with Operations on a price but will conform with RAD program guidelines of the reasonability standard. Revision will be made accordingly.
13	Jeffrey Leslie <jleslie@uchicago.edu>	<p>Comments on Security Rider</p> <p>Add: Nothing is this Security Rider shall be deemed to waive liability for Owner or Management for negligence or intentional misconduct by Owner or Management.</p>	Suggestions noted and agreeable.
14	Jeffrey Leslie <jleslie@uchicago.edu>	<p>Comments on Crime Free Lease Addendum (items in bold are the comment)</p> <p>1 & 2. Add: person who is actively a guest...</p> <p>3. Add: knowingly permit... person who is actively a guest.</p> <p>4. 'shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance' this seems too broad. Remove: at any locations, whether or otherwise. Remove irreparable and immediate.</p> <p>5. Add: person who is actively a guest...</p> <p>6. Remove: and irreparable...Immediate</p>	Suggestions noted and agreeable.

Parkside 4 Phase 2, Public Comment Hearing: December 5, 2018

Comment Period: November 19 - December 19, 2018

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15	Jeffrey Leslie <jleslie@uchicago.edu>	<p>Comments on Form Lease</p> <p>1. What fee will be charged? Fees must adhere to reasonableness standard for RAD residents.</p> <p>2. What in-house resident businesses are allowed? Home day care?</p> <p>3. Is there a security deposit required? If not, is security deposit interest rate disclosure required even if there is no security deposit?</p> <p>4. This sentence is too vague (#9). And, a home day care may increase the insurance cost but is still worth allowing. Only illegal activities should be in this sentence. Rule and Regulation 13 (health and safety standard) covers this just fine.</p>	<p>1.) A \$35 fee will be charged for a return bank item. 2.) The lease is for residential use only. In-home daycare is not allowed. 3. Yes, a security deposit of one-month rent is required from all tenants. CHA residents are required to pay their tenant-pay portion. 4. This is a standard form lease. We are not changing the language included.</p>
16	Jeffrey Leslie <jleslie@uchicago.edu>	<p>Comments on Addendum to RAD for RAD Residents in MI Developments</p> <p>1. Govern: Clarify that this RAD Rider controls in case of conflict with other riders. For instance, the utility rider, which says any late payment is a material and substantial breach, whereas 1.A.3 of this RAD rider says termination only if 'seriously or repeatedly violated any material term of this Lease Agree or this Addendum'</p>	<p>This suggestion is incorporated in Paragraph 1 of the RAD Addendum, which states in part "...if there is a conflict between this addendum and the Lease Agreement, with respect to RAD Units, only, then the terms of this Addendum, shall govern.</p>
17	Jeffrey Leslie <jleslie@uchicago.edu>	<p>3. ADVERSE ACTIONS; GRIEVANCE PROCEDURE</p> <p>C. RAD Grievance Procedure: Provide a reference to the RAD Grievance Procedure. Where will residents find it?</p> <p>Rent escrow account: Provide details on who holds the escrow and what the escrow agreement says</p> <p>4. Compliant should be Complaint</p> <p>6. REPARIS</p> <p>B. To be held in escrow: Provide details on who will hold this escrow and per what escrow agreement</p> <p>7. REDERTERMINATION OF ELEIGIBILITY, RENT AND DWELLING</p> <p>Public Requirements: Provide a definition for this term</p> <p>C.. eviction: clarify. This is not a complete sentence. Is this meant to be c. (little c), and thus a reporting obligation of T between scheduled recertifications?</p>	<p>We cannot make changes to the CHA RAD Grievance Procedure. However, CHA will make corrections to any spelling and sentence errors.</p>

Parkside 4 Phase 2, Public Comment Hearing: December 5, 2018

Comment Period: November 19 - December 19, 2018

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18	Jeffrey Leslie <jleslie@uchicago.edu>	8. CRIMINAL CONDUCT POLICY Add language in bold persons who are actively their guests. It is an express condition of this Lease Agreement that the Tenant, household members and invited persons who are actively their guests will refrain from criminal activity as defined below, including illegal drug use. Failure to meet this obligation is a violation of this Lease Agreement and cause for immediate eviction where permitted by State law, even if it is a first offense and even if no household member is aware of the activity. , so long as the resident reasonably should have known about the criminal conduct that was engaged in.	Suggestion noted. Most are agreeable but it is preferable to keep Invited persons in the provision.
19	Jeffrey Leslie <jleslie@uchicago.edu>	Add: ...The fact that an individual was arrested is not evidence that the individual engaged in criminal activity. HMC must evaluate evidence other than an arrest record in conjunction with other available information to determine if the person engaged in disqualifying criminal activity. Such evidence includes police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation that disqualifying conduct occurred.	Suggestion addressed in Addendum D of the TSP and comment 36 below.
20	Jeffrey Leslie <jleslie@uchicago.edu>	or any persons who are actively their guest or other person under , so long as the Tenant's control. Resident reasonably should have known about the criminal activity that was engaged in. (Drug-related criminal activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance); C. ...violation covered by this section, so long as the resident reasonably should have known of the criminal activity that was engaged in,... was actually aware of activity...	Suggestions noted and agreeable.
21	Jeffrey Leslie <jleslie@uchicago.edu>	10. SECURITY DEPOSIT ...such payment: Clarify security deposit requirements for Parkside III	Suggestions noted and agreeable.
22	Jeffrey Leslie <jleslie@uchicago.edu>	ACCESSIBLE UNIT AVAILABILITY ...within the development, of a size appropriate for resident's household	See response #11 above.

Parkside 4 Phase 2, Public Comment Hearing: December 5, 2018

Comment Period: November 19 - December 19, 2018

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23	Jeffrey Leslie <jleslie@uchicago.edu>	<p>Drug-Free Housing Addendum with LAC comments</p> <p><u>...guest of household any person that is currently on the premises of the Project as the household's guest</u></p> <p><u>The Lessor will also treat as confidential all information pertinent to drug testing including but not limited to the results of the tests, the content of the results, et cetera.</u></p>	Suggestions noted and agreeable.
24	Jeffrey Leslie <jleslie@uchicago.edu>	<p>ParksideIII TSP with LAC comments</p> <p>II. General Principles of Screening</p> <p><u>Cabrini/RRC Applicants Exemption: The Relocation Rights Contract (RRC) defines specific screening requirements that apply to public housing applicants covered by the Cabrini-Green Consent Decree, the CHA's Relocation Rights Contract (RRC) or the Post 10/1/99 RRC (Cabrini/RRC applicants). They are:</u></p> <p><u>a. Leaseholder is current with rent, or is current in a repayment agreement</u></p> <p><u>b. When the Leaseholder is responsible for utility charges as a CHA Leaseholder, the Leaseholder has no unpaid balance with the CHA or a utility company or is current on a repayment agreement with the CHA or utility company.</u></p> <p><u>c. The Leaseholder, household member, or guest under the control of the Leaseholder is in compliance with the terms of the CHA lease adopted by the CHA board on August 15, 2000, and any additional terms subsequently required to be added to such lease by federal law. Non-compliance with respect to the Lease obligations must be demonstrated by lease violations and/or evidence of serious or repeated violations of material terms of the lease.</u></p>	Suggestions noted and agreeable.
25	Jeffrey Leslie <jleslie@uchicago.edu>	<p><u>d. Compliance with Section II of the A&O Policy, which prohibits unauthorized occupants s 6(c) and (d) of the Lease, or requires the household to add such occupants in accordance with the Lease.</u></p> <p><u>e. Leaseholder has a good housekeeping record (Leaseholder has maintained a clean and safe unit) as indicated by the housekeeping inspection reports in the Leaseholder's file.</u></p> <p><u>f. Leaseholder has not destroyed, defaced, damaged, or removed any part of a dwelling unit or development as indicated by the housekeeping inspection reports in the Leaseholder's file or work orders reflecting a pattern of Leaseholder damage or abuse.</u></p> <p><u>g. we shall include the period during which the family lives in CHA housing and any period of Section 8 assistance.</u></p>	Suggestions noted and agreeable.

Parkside 4 Phase 2, Public Comment Hearing: December 5, 2018

Comment Period: November 19 - December 19, 2018

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26	Jeffrey Leslie <jleslie@uchicago.edu>	<u>This TSP adopts additional lease requirements. However, if a Cabrini/RRC applicant is in compliance with (a) through (g) above, but not in compliance with additional lease requirements, the applicant shall continue to have the right to return to a newly constructed or rehabilitated public housing unit unless an independent hearing officer finds the leaseholder is not making a good faith effort to comply (is not "working to meet") the additional lease requirements. These</u>	Suggestions noted and agreeable.
27	Jeffrey Leslie <jleslie@uchicago.edu>	A. Documentation of income: ... <u>Lease requirements for all Cabrini/RRC applicants shall not include minimum income requirements.</u> B. Employment: <u>age sixty two (62) fifty-five (55)</u> Even families exempt from the employment requirements and are employed, as described below, maybe counted towards the 50% working requirement on the RAD-PBV replacement units. <u>Other Cabrini/RRC applicant families are not exempt from the employment requirements, except those detailed in Addendum E, which contains work exemptions available to all applicants for RAD PBV housing. ement despite qualifying for an exemption will be counted towards the 50% working requirement for RAD PBV replacement units.</u>	Suggestions noted and agreeable.
28	Jeffrey Leslie <jleslie@uchicago.edu>	Exception:... has been is <u>current with payments for the past three months.</u> F. Credit history: <u>Cabrini/RRC applicant must only be "working to meet" this requirement, as described in Cabrini/RRC Applicants Exemption.</u> H. School Enrollment and Child Care: <u>Cabrini/RRC applicant must only be "working to meet" this requirement, as described in Cabrini/RRC Applicants Exemption.</u>	Suggestions noted and agreeable.

Parkside 4 Phase 2, Public Comment Hearing: December 5, 2018

Comment Period: November 19 - December 19, 2018

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29	Jeffrey Leslie <jleslie@uchicago.edu>	<p>C. Review and Checking of Credit History: On an accurate credit report, the majority of the accounts reported <u>in the last five (5) years</u> should reflect pay history that is current and on time (R0 or R1). <u>Telephone bills, cable bills and retail credit card accounts for \$300 or less will not be counted. . . and HMC will furnish copies to applicants in a timely manner, to allow them to dispute any inaccuracies. A bankruptcy filing within the last three (3) years</u> requires that the applicant show one year on <u>at</u> current job...<u>as required in Section II-E.</u></p> <p><u>For RAD PBV and Cabrini/RRC applicants, the their last five (5) years of credit history</u> must reflect that...</p>	Suggestions noted and agreeable.
30	Jeffrey Leslie <jleslie@uchicago.edu>	<p><u>Applicants that are currently up to date on any payment plan for outstanding rent or utilities shall be considered "current" for the purposes of this subsection.</u></p> <p><u>An eviction for past failure to pay market-based rent shall not disqualify an applicant from a unit with income-based rent that they would otherwise qualify for, under this section or any other provision in this TSP.</u></p> <p><u>Mitigating Circumstances: In the event an applicant does not meet the requirements of this subsection, HMC shall consider mitigating circumstances or factors that indicate that the applicant is actively engaged in credit improvement activities that establish a reasonable probability of future favorable conduct and lease compliance.</u> <u>In considering such mitigating circumstances, HMC will take into account:</u></p>	Suggestions noted and agreeable.
31	Jeffrey Leslie <jleslie@uchicago.edu>	<ol style="list-style-type: none"> <u>1. The age of the debts.</u> <u>2. Whether the applicant made and kept arrangements to pay back unpaid bills.</u> <u>3. Whether the applicant's poor credit was caused by disability or illness.</u> <u>4. Whether the poor credit was caused by family break-up.</u> <u>5. Whether the poor credit is related to involuntary displacement, involuntary unemployment or some other involuntary change in income.</u> <u>6. Satisfactory completion of credit counseling.</u> <u>7. The presence of other events beyond the control of the applicant.</u> 	Suggestions noted and agreeable.

Parkside 4 Phase 2, Public Comment Hearing: December 5, 2018

Comment Period: November 19 - December 19, 2018

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32	Jeffrey Leslie <jleslie@uchicago.edu>	<p>VI. Rejection of Applicants <u>Except for Cabrini/RRC applicants who are found to be "working to meet" conditions beyond those identified specifically in the RRC.</u> H. ... <u>that reveals:</u> 1. <u>All drug convictions</u> 2. <u>Felony convictions in the last 10 years</u> 3. <u>Any criminal activity that involved physical violence to person or property</u> 4. <u>1. Any pattern history of criminal activity in the last 10 years past ten years involving violence to a person; or</u> <u>2. Any conviction in the past five years involving drug activity, violence to a person, theft, illegal use or possession of a weapon, or damage to property; or any pattern of such activity in the past 10 years.</u></p>	Not agreeable. However, will ensure compliance with HUD Notice PIH 2015-19.
33	Jeffrey Leslie <jleslie@uchicago.edu>	<p><u>3. Mitigating Circumstances for Criminal History:</u> <u>In the event an applicant is rejected for admission because of criminal history, the Owner may consider admitting the applicant based on mitigating factors which indicate a reasonable probability of future favorable conduct, compliance with the obligations of tenancy, the likely impact on the community and the danger to the health and safety of residents and staff. No consideration will be given to households if any member of the household is subject to lifetime or any registration as a sex offender, or was convicted for the manufacture or production of methamphetamine on the premises of federally assisted housing or any other housing. Examples of mitigating factors include:</u></p>	Suggestions noted and agreeable.

Parkside 4 Phase 2, Public Comment Hearing: December 5, 2018

Comment Period: November 19 - December 19, 2018

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34	Jeffrey Leslie <jleslie@uchicago.edu>	<p><u>a. The culpable household member no longer resides in the household and is not expected to reside in the household in the future.</u></p> <p><u>b. The incident occurred at a relatively distant time in the past.</u></p> <p><u>c. The offense was an isolated incident, and is not part of a pattern of excludable behavior.</u></p> <p><u>d. The seriousness or nature of the offense was minor.</u></p> <p><u>e. The conduct was caused by a disability, and it is verified that the applicant is not likely to engage in excludable behavior in the future.</u></p> <p><u>4. The applicant can provide evidence of rehabilitation, such as current involvement in counseling or the Community and Supportive Services Program or Family Self-Sufficiency Program, if available, Alcoholics Anonymous, Narcotic Anonymous, successful completion of treatment, compliance with or successful completion of conditions of parole or probation.</u></p>	<p>Suggestion noted. Not agreeable to examples of mitigating factors as they are vague and create an issue of enforceability. Example, (a.) states "culpable household member no longer resides in the household" but if culpable household member is no longer residing in household, HMC would not do a criminal background check on that resident. This would pertain to eviction records, however, the mitigating circumstances suggested in comment 33 above as well as the opportunity to appeal denial would satisfy that ability for applicant proper opportunity to communicate that culpable household is responsible and support this assertion.</p>
35	Jeffrey Leslie <jleslie@uchicago.edu>	<p>XII. Occupancy Standards</p> <p><u>In deciding on the appropriately sized unit for a family, no parent may be required to share a bedroom with a child and no children of the opposite sex over the age of 8 may be required to share a bedroom.</u></p>	<p>We cannot make this change as it is in conflict with the CHA Administrative Plan and CHA Policies for leasing CHA units.</p>

Parkside 4 Phase 2, Public Comment Hearing: December 5, 2018

Comment Period: November 19 - December 19, 2018

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36	Jeffrey Leslie <jleslie@uchicago.edu>	<p>Addendum D - CHA Criminal Background Restrictions</p> <p>All applicants will be screened in accordance with HUD's PIH Notice 2015-919 issued November 2, 2015. An applicant's eligibility for housing shall <u>may</u> not be determined solely based <u>in whole or in part</u> upon whether the applicant has an arrest record. <u>The fact that an individual was arrested is not evidence that the individual engaged in criminal activity.</u> HMC <u>may must</u> evaluate <u>evidence other than</u> an applicant's arrest record <u>in conjunction with other available information</u> to determine if the person engaged in disqualifying criminal activity. <u>Such evidence includes police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation that disqualifying conduct occurred.</u></p>	Suggestion noted and agreeable.
37	Jeffrey Leslie <jleslie@uchicago.edu>	<p>Addendum E - RAD PBV Assisted Housing Applicant Work Exemptions</p> <p>b. Those age 62 <u>55</u> or older;</p> <p>e. Disabled with verification that disability precludes working as reviewed under the CHA's Disability Protocol;</p> <p>c. <u>Blind or disabled as defined under 216(i)(1) or 1614 of the Social Security Act (42 USC 416(i)(1));</u></p> <p>d. The primary caregiver of a <u>blind or disabled individual with verification of a disability as defined in (c);</u></p> <p>d.e. Receiving TANF and the status as a caregiver; <u>have an active Responsibility and Services Plan (RSP).</u></p> <p>e.f. One adult household member on the lease who elects to stay home to care for pre-school children, provided there are at least two adults in the household and at least one of those adults meets the employment requirement; or; <u>or;</u></p> <p>f.g. Retired and receiving a <u>retirement annuity or pension.</u></p>	Suggestions noted. Will ensure the exemptions conform with minimum requirements of RAD program guidelines.
38	Jeffrey Leslie <jleslie@uchicago.edu>	<p>Holsten Tenant Selection Plan - Addendum 1</p> <p>The <u>Subject to Addendum A and Addendum B, which take priority, the</u></p>	Suggestion noted.
39	Jeffrey Leslie <jleslie@uchicago.edu>	<p>Holsten Tenant Selection Plan - Addendum 2</p> <p><u>The preferences below will be applied in a way that maintains the mix of units required by the regulatory and land use restriction agreements that pertain to the property. For example, the preferences below will not be implemented in a way that results in a reduction of RAD PBV Units through occupancy of such units by households not otherwise eligible for RAD PBV Units.</u></p>	Suggestion noted and agreeable.

Parkside 4 Phase 2, Public Comment Hearing: December 5, 2018

Comment Period: November 19 - December 19, 2018

Row #	INDIVIDUAL OR ORGANIZATION	COMMENT	Response
40	Jeffrey Leslie <jleslie@uchicago.edu>	<u>When offering an accessible unit to a non-disabled applicant, HMC will require the applicant to agree to move to an available non-accessible unit after 30 days' notice when either a current resident or an applicant needs the features of the unit and there is another unit available for the non-disabled family. HMC will only require a non-disabled resident to move if a unit is available for the family to transfer to within the same housing development.</u>	See response #11 above.
41	Jeffrey Leslie <jleslie@uchicago.edu>	2. Definitions: a. Smoking. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted or heated cigar, cigarette, pipe, hookah, or other tobacco product or plant product in any manner or in any form. Smoking does not also include the s use of an electronic cigarette.	Please see response to item 1(a) of Comment 9. Electronic cigarettes will not be allowed.
42	Jeffrey Leslie <jleslie@uchicago.edu>	3. Smoke-Free Complex. <u>Lessor will make reasonable accommodations when appropriate to facilitate a residents' access to areas where smoking is permitted.</u> 4. Lessee to Promote Smoke-Free Policy and to Alert Lessor of Violations. Lessee shall inform Lessee's guests of the smoke-free policy. Further, Lessee shall promptly <u>take reasonable steps to give</u> Lessor ... 6. Lessor Not a Guarantor of Smoke-Free Environment. <u>However, Lessor shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smokefree. However, Lessor shall take reasonable steps to enforce the smoke free terms of its leases and to make the complex-smokefree. ...when Lessor's staff directly observes violation of this Addendum, or has been given written notice of said smoking by a resident of the Project.</u>	3: Suggestion noted and agreeable, but please see response to item 3 of Comment 9. 4: Suggestion noted and agreeable. Please see response to item 2 of Comment 9. 6: Suggestion noted and agreeable. Please see response to item 2 of Comment 9.
43	Jeffrey Leslie <jleslie@uchicago.edu>	7. Effect of Breach and Right to Terminate Lease. Lessor, <u>however, this will be a last resort measure. A material breach of this addendum is defined as 5 separate violations of this addendum in the span of one year.</u>	Not agreeable – the addition of language: 5 separate violations in the span of 1 year. Ok with adding existing Holsten policy which is 3 violations over course of lease to Addendum, unless commenter can provide regulatory support to compel change in policy. It is not possible to cure such violations as they are occurrence based violations. Please see response to item 1(b). Eviction as last resort ok. As with all Holsten policies, in the event a tenant has shown themselves unable to comply with the rule after going through the various stages of violations and receipt or referral to free smoking cessation services, Holsten will pursue eviction under its Smoke-Free Policy and for CHA residents will follow all Grievance Procedure requirements prior to pursuing eviction.

Parkside 4 Phase 2, Public Comment Hearing: December 5, 2018

Comment Period: November 19 - December 19, 2018

Row #	INDIVIDUAL OR ORGANIZATION	COMMENT	Response
44	Jeffrey Leslie <jleslie@uchicago.edu>	<u>9. Exceptions. The Lessor will be able to change the terms, or make exceptions, to this document to comply with any new laws or regulations that apply to the Project. Reasonable accommodations will be made on a case by case such as to a resident who is actively trying to terminate their nicotine habit and requires more lenient rules.</u>	Only first sentence is agreeable. Second sentence opens Holsten up to claims that we are not enforcing the policy uniformly.