ADDENDUM F

EVICTION HEARING PROCEDURE

Eviction Hearing Procedure

(a) Definition of "Eviction":

Termination of the lease other than (1) death of the sole tenant of a unit; (2) by the tenant at the expiration of the term of the tenancy; (3) by abandonment of the premises by the tenant providing the Owner complies with the provisions of Section 1951.3 of the Civil Code to establish such abandonment; or (4) by the Owner where the tenant has furnished uncontradicted information to the Owner which fails to establish the tenant's financial eligibility to remain in the tenant's unit, providing the Owner gives the tenant written notice of such termination pursuant to Section 1946 of the Civil Code, shall constitute an "Eviction" for purposes of the lease agreement.

(b) "Good Cause" Requirement:

The Owner may evict a tenant only upon the following grounds, all of which constitute "Good Cause":

(1) Material noncompliance with the lease, which includes:

(A) one or more substantial violations of the lease, or

(B) habitual minor violations of the lease which:

1. Disrupt the livability of a building,

2. Adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related facilities,

3. Interfere with the management of the building, or

4. Have an adverse financial effect on the building. Rent shall be due on the first day of the rental period but will not be late until after the fifth day of that period. Unjustified non-payment of rent after the fifth day of the rental period but before either the running of a three-day notice to pay rent or quit or the close of business of the day after the day on which a Hearing decision is issued shall constitute a minor violation under the lease, but non-payment of rent or any other financial obligation under the lease after either such period shall constitute material noncompliance with the lease.

(2) Material failure to carry out obligations under state law, or

(3) Any "Other Good Cause," which may include the refusal of a family to accept an approved modified lease, for which a notice has been given pursuant to Section 1946 of the California Civil Code **("C.C. § 1946")** and shall otherwise comply with the requirements of Title 24, Code of Federal Regulations ("C.F.R."), Section 880.607 (c)(2) or (d).

(c) Notice to Tenant:

Eviction proceedings shall be commenced by the giving of notice as required by Section 1946 of the Civil Code or Section 1161 or 1161a of the Code of Civil Procedure and served as provided by Section 1162 of the Code of Civil Procedure, and otherwise applicable State law.

In addition to the above, HUD rules require that all termination notices must advise the tenant that he or she has 10 days within which to discuss the proposed termination of tenancy with the landlord. The 10 day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. This HUD required notice period shall run concurrently with any applicable state or local notice period requirements. Notwithstanding the HUD rules, a tenant receiving a 3-day Notice, who desires a Hearing (the "Hearing"), must request a Hearing within that 3-day notice period.

When a termination notice is issued for "Other Good Cause" the notice will be effective, and it will so state, at the end of the term and in accordance with the termination provisions of the lease but in no case earlier than 30 days after receipt by the tenant of the notice. Where a termination notice is based on material non-compliance with the lease or material failure to carry out obligations under State law, the time of service must be in accordance with the lease and State law.

(d) Notice to Agency:

If the tenant desires a Hearing by the California Housing Finance Agency ("Agency") concerning the noticed Eviction, the tenant must make a request for a hearing, in writing, to the Owner or Owner's designated agent ("Landlord") within the notice periods set forth in paragraph (c). As soon as practicable after the receipt by the **Landlord** of a request for a hearing by the tenant, the **Landlord** or the tenant shall give notice to the Agency of the Hearing request. However, the **Owner** shall remain ultimately responsible for notifying the Agency of the Hearing request. Said notice shall include a statement of the cause for Eviction.

(e) Presiding Officers:

The Hearing shall take place before a hearing officer who shall be an impartial, disinterested person, or, at the discretion of the Agency, a hearing panel. Said hearing officer or hearing panel shall be selected by the Agency. A party may, within twenty-four (24) hours of receiving the initial written notification from the Agency identifying the hearing officer or hearing panel, request that a new hearing officer or hearing panel be assigned. The other party may, within twenty-four (24) hours of receiving the written notification from the Agency identifying the reassigned hearing officer or hearing panel, request that a new hearing officer or hearing panel be assigned. Each party may request the assignment of a new hearing officer or hearing panel only once during the Hearing process.

(f) Escrow Deposit:

(1) The Landlord shall deposit in an escrow account maintained by the Agency and amount sufficient to pay the costs of the Hearing, as estimated by the Agency. A failure of the Landlord to make the required deposit shall result in a determination by the Agency of a waiver of the Hearing by the Landlord and shall be a violation of the lease agreement.

(2) The tenant shall deposit in an escrow account maintained by the Agency rent for the two week Hearing period if not already paid by such time. The escrow deposit must be received by the Agency no later than twenty-four (24) hours prior to the commencement of the Hearing as indicated in the written notice prepared by the Agency. Failure to provide the escrow deposit in accordance with this paragraph shall result in a waiver of the tenant's right to the Hearing.

(g) Scheduling of Hearing:

The Agency shall schedule a Hearing promptly for a time and place reasonably convenient to both the **Landlord** and the tenant, but not more than two weeks from the date the notice of request for a Hearing was received by the Agency. A written notification specifying the time, place, and the procedures governing the Hearing shall be delivered to the **Landlord** and the tenant.

(h) Procedures Governing the Hearing:

(1) The **Landlord** and the tenant shall be afforded a fair Hearing providing the basic safeguards of due process which shall include:

(A) The opportunity by the tenant to examine prior to the Hearing and, at the expense of the tenant, to copy all documents and records of the **Landlord** that are relevant to the Hearing and not privileged (any document not so made available after request therefore by the tenant may not be used or relied on by the **Landlord** at the Hearing),

(B) The right to representation, so long as an appearance by the representative does not delay the scheduling of the Hearing beyond the two week period specified in subsection (g),

(C) A private Hearing unless both the tenant and **Landlord** request a public hearing,

(D) The right to present evidence and arguments in support of his or her position to controvert evidence relied on by the opposing party, and to confront and cross-examine all witnesses testifying at the Hearing, and

(E) A decision based solely and exclusively upon the facts presented at the Hearing that "Good Cause" for Eviction has or has not been shown by a preponderance of the evidence.

(2) At the Hearing, the **Landlord** must first make a showing of "Good Cause" for Eviction and must thereafter sustain the burden of proof as to that issue.

(3) The Hearing shall be conducted informally by the hearing officer or hearing panel and oral or documentary evidence relevant to the "Good Cause" issue may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer or hearing panel shall require the **Landlord**, the tenant, representatives of the **Landlord** or tenant and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with directions of the hearing officer or hearing panel to obtain order may result in exclusion from the proceedings. Either the **Landlord** or the tenant may arrange, in advance and at the expense of the party making this arrangement, to make a transcript of the Hearing.

(4) If the **Landlord** or the tenant fails to appear at a scheduled Hearing (either personally or by representative), or notifies the Agency of an intent not to be present at the scheduled Hearing, the hearing officer or hearing panel may make a determination to postpone the Hearing for a period not to exceed five business days or may make a determination that the party has waived his or her right to a Hearing. Both the **Landlord** and the tenant shall be notified of any such determination by the hearing officer or the hearing panel, such notification to include the date, time and place of the rescheduled Hearing, if any.

(5) The hearing officer or hearing panel shall prepare a written decision, together with the reasons therefore, within a reasonable time after the Hearing, but unless said Hearing was a rescheduled Hearing pursuant to subsection (h)(4) of this section, not later than two weeks after the date of receipt by the Agency of the request for a Hearing. A copy of the decision shall be sent to the Landlord, the tenant, and the Agency.

Neither utilization of nor participation in the Hearing process of this section shall constitute a waiver of, or affect in any manner whatever, any rights that the tenant or **Landlord** may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

(i) Affirmative Defense:

A defendant in an unlawful detainer proceeding may assert as a defense the failure of the plaintiff to comply with the requirements of the addendum to the lease agreement or that the findings at the Hearing were not supported by the weight of evidence.

(j) Costs:

The costs of the Hearing shall be assessed to, and paid by, the losing party. If neither party prevails, the costs of the Hearing shall be equitably apportioned. The Agency may pay all costs of the Hearing from the money deposited by the Landlord into the escrow account established by the Agency. Funds within the escrow accounts may be disbursed to the prevailing party for any costs of the Hearing paid by such party. In no event shall the Agency be responsible for the costs of the Hearing.

Acknowledge receipt of Addendum F

Apartment number _____

Signature _____ (Date) _____

Signature _____ (Date) _____