

## CREIGHTON COURT REDEVELOPMENT – TENANTS’ BILL of RIGHTS

The Richmond Redevelopment and Housing Authority (“RRHA”), along with the Creighton Court Tenant Council (the “Council”) and its parent organization, the Richmond Tenants’ Organization (the “RTO”), hereby commit that they shall respect, observe, and comply with the following principles in regard to the redevelopment and revitalization of the RRHA public housing community known as Creighton Court.

1. Pursuant to 24 C.F.R. §§ 964.18(a)(1) and (a)(7), RRHA shall recognize the Council and the RTO as the sole and exclusive tenant representatives of Creighton Court families, and shall not recognize any competing organization as representing the interests of Creighton residents.

2. The Council and RTO recognize that the revitalization of Creighton Court necessarily requires the demolition of all existing Creighton public housing units, which, due to financial, legal, and administrative constraints, **will not** be replaced with new public housing units.

3. RRHA commits that upon completion of the redevelopment of Creighton Court, RRHA will continuously administer deeply subsidized rental housing assistance to **at least** the same number of low- and extremely low-income families as were assisted as of March 1, 2019, subject to availability of HUD funding for such subsidy.

4. RRHA commits to an open, meaningful, and enforceable resident engagement process which will guide all substantive decisions about the redevelopment of Creighton Court. Such process will include, at minimum, a monthly redevelopment meeting between RRHA officials, the RTO, and the Council beginning the month after this Bill of Rights is executed by all signatories hereto and continuing until completion of the redevelopment of Creighton Court.

5. RRHA guarantees that while Creighton is being redeveloped, every affected Creighton Court family\* will be relocated<sup>†</sup> to a residence of their choosing which is (i) safe, decent, and sanitary and (ii) affordable to a family of the displaced family’s size and adjusted income. RRHA will provide each displaced family a **minimum of three (3) potential relocation options**. Relocation options may include, without limitation: issuance of tenant-based Housing Choice vouchers, relocation to a unit utilizing RRHA project-based vouchers, or relocation to an existing RRHA public housing site (either within Creighton Court or another housing community).

6. RRHA agrees to bear all reasonable relocation costs for every affected family if RRHA requires them to move away from their residence in order to facilitate the redevelopment of Creighton Court. This offer of assistance applies to both temporary and permanent transfers of the following kinds (i) from one RRHA public housing unit to another, (ii) from an RRHA public housing unit to any residence outside of RRHA public housing, and (iii) from any temporary relocation site back to a newly constructed or rehabilitated unit at the fully redeveloped Creighton Court site.

7. RRHA commits that it will **not** permanently relocate any affected family, who is in Good Standing, from the Creighton Court site without the family’s agreement and consent. For purposes of this Bill of Rights, “Good Standing” shall mean those families who are eligible for RRHA’s Housing Choice Voucher Program.

8. RRHA commits that every affected Creighton family who both (i) timely notifies RRHA of their intent to return to Creighton court after redevelopment, and (ii) is, at the time of their return to Creighton, eligible for transfer to the relevant subsidy program, if any, shall be

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\* For the purpose of this instrument, an “affected Creighton Court family” or “affected family” is any family who lawfully occupies a Creighton Court public housing unit at the time that RRHA vacates such unit for the purpose of redevelopment. This term specifically excludes families whose lease to such unit terminated prior to the time at which RRHA vacates the unit for the purpose of redevelopment (including, without limitation, voluntary termination or termination for any breach of the resident’s Dwelling Lease).

<sup>†</sup> No term used in this instrument shall be construed as coterminous with similar terms of art defined in any statute or regulation, including, without limitation, the Uniform Relocation Act (42 U.S.C. § 4601 *et seq.*) and its implementing regulations, unless specific reference to such definition is made by citation herein.

**guaranteed** a newly constructed or rehabilitated unit of appropriate size at the redeveloped Creighton site.


9. RRHA will undertake all reasonable efforts to ensure that as many current Creighton Court residents as possible are able to meet eligibility requirements for RRHA's Housing Choice Voucher program. RRHA commits to examine its policies and procedures and make all reasonable changes which meaningfully expand eligibility to the program within all applicable law and regulations. RRHA further commits to work with private landowners who accept tenant- or project-based vouchers to maximize Creighton families' eligibility for admission to their respective housing communities. RRHA commits to consult with the RTO and the Council on such changes to policy or procedure.

10. RRHA commits to institute a Human Services Program which will provide mandatory case management services to Creighton Court residents. Such services will be offered to a family starting at the time of financial closing of the phase of development affecting that family's housing unit, and will continue for up to one year after the family either (i) permanently relocates back to Creighton Court or (ii) accepts another permanent relocation option.

11. RRHA commits to maximize opportunities for resident employment, education, and vocational training throughout the redevelopment process. This commitment includes negotiating Section 3 hiring goals which fully comport with RRHA's Section 3 Policy in agreements with RRHA's development partners and contractors, as well as promoting work and educational training through the Human Services Program.

The foregoing Tenants' Bill of Rights shall serve as the guiding principles for RRHA's redevelopment of the Creighton Court public housing community. RRHA, the Creighton Court Tenant Council, and the Richmond Tenants' Organization agree to observe, respect, and comply with the terms of this instrument throughout the redevelopment process until revitalization of Creighton Court is complete.

  
Marilyn B. Olds      Date  
President, Creighton Court Tenant Council  
President, Richmond Tenants' Organization

      4-15-2020  
Damon E. Duncan      Date  
CEO, Richmond Redevelopment & Housing  
Authority

      4-17-20  
Veronica G. Blount      Date  
Chair, RRHA Board of Commissioners

      4/16/2020  
Levar Stoney      Date  
Mayor, City of Richmond

      4/19/2020  
Cynthia Newbille      Date  
President, Richmond City Council