# TENANT SELECTION CRITERIA
## Harris Branch | 12433 Dessau Rd, Austin, TX 78754

Solidago Residential Services and this community comply with all federal, state, and local laws and regulations relating to fair housing that prohibit discrimination based on race, color, religion, sex, national origin, familial status, and disability. Neither Solidago Residential Services nor any of its managed communities discriminate against prospective residents based on the receipt of, or eligibility for, housing assistance under any federal, state, or local housing assistance programs. Screening criteria will uniformly be applied in a manner consistent with all applicable laws, including the Texas and Federal Fair Housing Acts, the Federal Fair Credit Reporting Act, and TDHCA's (Texas Department of Housing and Community Affairs) guidelines. Harris Branch is a tax credit community with financing through the Texas Department of Housing and Community Affairs (TDHCA).

All written policies and procedures are maintained at the Management Office, and a copy will be provided.

### Application Intake and Processing

It is the property's policy to accept and process applications in accordance with applicable program regulations and state and local law.

**Age:** This property is a senior community, and it is intended for persons qualifying under the Housing for Older Persons Act of 1995 (HOPA), in which at least one person in the household is at least 55 years of age or older. Eighty percent (80%) of the community is required to be leased to households meeting this senior designation, however, no person younger than 19 years of age will be allowed to reside at the property.

This property will perform marketing activities in accordance with its Affirmative Fair Housing Marketing Plan, with the aim of marketing to potential applicants in its geographical area who are least likely to apply.

All submitted applications must be in writing, on forms provided, or via an online application as specified per property. If, due to a disability, an applicant is unable to complete an application, a third party can assist in the completion of the form; however, if assistance is provided, the person who assisted must be documented to show that the applicant did not complete the form themselves. Only fully completed applications will be accepted. Every application must be completed and signed by the head of household and all additional household members 18 years of age or older. All members of the household must be listed.

All applicants must pay an application fee of $17.94 per applicant at family and senior sites, and an admin fee of $5.50 per household as allowed by TDHCA. The application fee is non-refundable and required to be paid at the time of the application.

Applications can be emailed to interested individuals upon request. Applications can be returned in person or via U.S. mail.

### Disclosures

Property employees are not permitted to accept any cash payments connected with the application procedure, criminal or credit checks and/or apartment designation.

A copy of this Tenant Selection Plan will be provided, at no charge, to any applicant, tenant, or member of the general public at his/her request.

In the event of changes to this Tenant Selection Plan, all applicants will be notified that the Plan has changed, and that a copy of the revised Plan will be provided, at no charge, upon request. Notification will be made via U.S. first-class mail to applicants and/or email.

### Rental History

Two (2) years of satisfactory, verifiable, rental history is required. Satisfactory rental history is defined as the following:

- Lease term fulfilled,

- No lease violations,
- Residence left in satisfactory condition, and
- Proper notice to vacate given.
- More than one late payment or NSF in a 12-month period may result in conditional approval.

A current outstanding rental debt collection or an eviction judgment or filing within 2 years, with a balance, will result in automatic rejection. Eviction filings and/or judgments with a $0 balance will be excluded.
If any household member was a previous resident at this property, the tenant file will be checked. If there is documentation that the tenant was repeatedly notified of rules violations or lease violations, unpaid rent or damages, the application will be rejected. After the applicant presents proof of payment of any such balances, he/she/they may re-apply and, if otherwise eligible, will be added to the waiting list based on the re-application date.

### Credit Screening

Applicants may be rejected for a poor credit history but cannot be rejected for lack of credit history. Previous landlords may be contacted to determine if the applicant paid rent on time and/or left the property with any unpaid balances. Live-in aides will not be subject to credit screening.

For applicants without rental assistance, the minimum income is 1.5x the monthly rent. Income minimums are established to ensure applicants have sufficient income to meet the rental obligations associated with the program. Income minimums requirements do not apply to applicants for Project-Based HUD units. Applicants utilizing a voucher must have a minimum income of $50.00 per month.

Solidago utilizes a third-party screening company to evaluate the creditworthiness of applicants. Not having credit history or a credit score may result in conditional approval. Bankruptcy and foreclosures posted in the last seven (7) years will be factored in the overall credit evaluation. Unpaid rental collections and/or legal or civil judgments in the last three (3) years will result in automatic rejection. Medical and student loans are not taken into consideration.

### Criminal Background Checks

This property will prohibit admission of any household containing any member who was evicted in the last 3 years from federally assisted housing for drug-related criminal activity. Criminal history checks of convictions and outstanding warrants will be completed with a professional criminal and credit checking agency. The following parameters will be used to determine if an individual meets the property's criteria.

### Criminal Background Rejection Criteria

| Conviction Type | Felony Conviction Within Listed Timeframe | Misdemeanor Conviction Within Listed Timeframe |
|---|---|---|
| Items such as arson, breaking & entering, burglary, criminal damage, grand larceny, malicious injury to property, receiving stolen property, theft. | All Convictions | All Convictions |
| Items such as abandonment or neglect of animal, animal abuse, animal bite or attack, dog fighting. | 3 Years | 3 Years |
| Items such as abandonment, abuse, domestic violence, endangering a child, injury to child. | All Convictions | All Convictions |
| Items such as accessory to crime, disturbing the peace, fail to pay fare, loitering, disorderly conduct, public swearing. | 3 Years | 3 Years |
| Items such as affray, menacing, reckless endangerment, terroristic threats. | 3 Years | 3 Years |
| Items such as aid and abet theft, petty theft, shoplifting, tampering, vandalism. | 3 Years | 3 Years |

| Conviction Type | Felony Conviction Within Listed Timeframe | Misdemeanor Conviction Within Listed Timeframe |
|---|---|---|
| Items such as altered license plate or tags or registration, use false id, worthless check. | 3 Years | 3 Years |
| Items such as assault on police officer, contempt, deliver drugs/weapons to prisoner, escape, fleeing police, hindering apprehension, obstruction of justice, false statement to officer, resisting arrest. | 5 Years | 5 Years |
| Items such as assault with deadly weapon, discharging firearm, felon possessing firearm, manufacture destructive device, negligent use of weapon, throwing missiles. | 5 Years | 5 Years |
| Items such as assault, battery, deadly conduct, kidnapping, manslaughter, murder, robbery. | All Convictions | All Convictions |
| Items such as attempt to purchase, maintain place for drug use, manufacture for sale, possession of cocaine/meth, trafficking or smuggling. | 5 Years | 5 Years |
| Items such as blackmail, extortion, racketeering, gang participation. | 5 Years | 3 Years |
| Items such as brandishing weapon, carrying concealed weapon, no gun permit. | 5 Years | 5 Years |
| Items such as bribery, disobey police officer, failure to appear, misuse of 911. | 3 Years | 3 Years |
| Items such as child pornography, prostitution, public lewdness, sexual assault, rape, sex abuse, sex exploitation of minor, sodomy, statutory rape. | All Convictions | All Convictions |
| Items such as conspiracy, attempt to engage in organized crime. | 3 Years | 3 Years |
| Items such as contracting without license, fireworks, littering, ordinance violation, overgrown grass, sell tobacco to minors. | 3 Years | 3 Years |
| Items such as contributing to the delinquency, harboring a runaway child, non-support, truancy. | 5 Years | 5 Years |
| Items such as counterfeiting, credit card abuse, embezzlement, forgery, identity theft, insurance fraud, obtain by false pretenses, uttering, welfare fraud. | 5 Years | 5 Years |
| Items such as criminal mischief, criminal attempt, engage in riot, fighting, hit and run, harassment, stalking. | 5 Years | 3 Years |
| Items such as cyber stalking, damage computer software, hacking, wiretapping. | 5 Years | 5 Years |
| Items such as driving without license, reckless driving, driving while license revoked. | 3 Years | 3 Years |
| Items such as drug abuse, possession of marijuana, possession of paraphernalia. | 3 Years | 3 Years |
| Items such as DUI, DWI, DUI causing injury, drunk and disorderly. | 3 Years | 3 Years |
| Items such as fail to register as sex offender, indecent exposure, peeping. | All Convictions | All Convictions |

| Conviction Type | Felony Conviction Within Listed Timeframe | Misdemeanor Conviction Within Listed Timeframe |
|---|---|---|
| Items such as improper telephone usage, use or possession of access device. | 5 Years | 5 Years |
| Items such as keeping a gambling place, possess gambling device, promotion of gambling. | 3 Years | 3 Years |
| Items such as minor in possession, open container in vehicle, providing to minor, sell without a license, public intoxication. | 3 Years | 3 Years |
| Items such as probation violation, trespassing. | 3 Years | 3 Years |
| Items such as wagering, public gaming. | 3 Years | 3 Years |
| Convictions involving the manufacture or production of methamphetamine on the premises of federally assisted housing. | All Convictions | All Convictions |

*The aforementioned are examples of offense types and the applicable denial period. Please note that this list is not exhaustive. Management does not consider arrest records (arrests that do not result in a conviction). Management applies these standards only to actual conviction records. Periods listed above must have begun after release if incarceration resulted from a prior conviction. If a charge is pending, management reserves the right to await the outcome of that charge prior to making a final determination of suitability for housing.*

If any household member engages in criminal activity (including sex offenses) while living on site, subsidy termination and/or eviction will be pursued to the extent allowed by the lease, HUD regulations, and state/local law. To avoid eviction of the household, the family will be given the opportunity to remove the member engaging in criminal activity from the household.

### Sex Offender Registry Checks

Applicants must provide a complete list of all states in which any household member has lived. Failure to provide accurate information to management is grounds to deny the application.

Management is required to ask whether the applicant, or any member of the applicant household, is subject to a lifetime sex offender registration requirement in any state. If so, the family will be given the opportunity to remove the ineligible household member from the applicant household. If the family member who is subject to a lifetime sex offender registration requirement remains part of the applicant family, the application will be denied. The written rejection notice will clearly state this as the reason that the family is being denied admission.

Prior to offering a unit, a criminal background check to determine whether any household member is subject to a lifetime sex offender registration requirement will be completed. This check will be done using reputable vendors that automatically search sex offender registries in all states.

Search results will be kept with the application, in the tenant file, for the term of tenancy plus three years. For rejected applicants, search results will be kept with the application for three years.

If, after moving in, management discovers that a tenant was admitted in error (s/he/they were admitted after June 25, 2001 and were subject to a state's lifetime registration requirement), eviction will be pursued immediately. If any member of the applicant family is listed on any state's sex offender registry, the household's application will be rejected.

### Smoking Policies

For all properties, no smoking of any kind (tobacco, marijuana, herbal substances, etc.) via any method of delivery (e-cigarettes, cigarette, cigar, pipe, or vapor devices) is permitted in any unit or in any part of the property grounds, except for the designated smoking areas. *An applicant's personal decision to smoke has no impact on eligibility decisions.*

All staff, applicants, residents, guests, and vendors must be willing to refrain from smoking while on property, except in the designated smoking areas. Additional terms, conditions, and rules related to smoking are also discussed in the property's House Rules within the Resident Handbook and are an attachment to the residential lease agreement.

Applicants that accept unit offers acknowledge that the Landlord's adoption of a smoke-free living environment and the efforts to designate the premises as smoke-free do not in any way guarantee that the property is any safer, more habitable, or improved in terms of air quality standards as compared to other rental premises. The Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. The Landlord cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. Adherence to this policy is largely dependent on voluntary compliance by residents and their guests.

Regardless of whether marijuana use (in any form and chemical ratio of THC) is legal or not under state law, the use of marijuana in any form is illegal under the Controlled Substances Act (CSA) and therefore is an illegal controlled substance under Section 577 of the Quality Housing and Work Responsibility Act (QHWRA). Based on federal law, both medicinal and recreational use of marijuana is prohibited at this property.

Use of illegal or controlled substances is grounds for denial of the application.

### Fair Housing and Equal Opportunity Requirements

It is this property's policy to comply with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, Fair Housing Act Amendments of 1988, E.O. 13166, HUD's Equal Access Rule and any legislation or executive orders protecting the individual rights of applicants, residents, or staff which may subsequently be enacted by HUD and or the State in which the property is located.

The property will not discriminate because of race, color, sex, familial status, religion, handicap, disability, sexual orientation, gender identity, marital status or national origin in the leasing, rental, or other disposition of housing in any of the following ways:

- Deny to any household the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs,
- Provide housing which is different than that provided others,
- Subject a person to segregation or disparate treatment,
- Restrict a person's access to any benefit enjoyed by others in connection with the housing program,
- Treat a person differently in determining eligibility or other requirements for admission,
- Deny a person access to the same level or services, or
- Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the housing program.

It is the policy of this property, pursuant to Section 504 of the Rehabilitation Act (if applicable) and the Federal Fair Housing Act, to provide reasonable accommodations and modifications upon request to all applicants, residents, and employees with disabilities. Questions and inquiries regarding applicant treatment relative to Section 504 of the Rehabilitation Act of 1973 should be addressed by mail to the following person, responsible for related policies:

**VP of Compliance**
c/o Solidago Residential Services
6300 La Calma Drive, Austin, Texas 78753
(512) 580-3714 | 711 National Relay is also available

The property will do its due diligence to identify and eliminate situations or procedures which create a barrier to equal housing opportunity for all. In accordance with Section 504, the Property will make reasonable accommodations for individuals with handicaps or disabilities as well as for individuals with limited English proficiency (applicants or residents).

Questions and inquiries regarding applicant treatment relative to Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11063, E.O. 13166 or the Fair Housing Act Amendments of 1988 should be

addressed to the same VP of Compliance contact listed above. This person is not directly involved in the day-to-day decision-making process involving admitting applicants to the property.

Requests for reasonable accommodation or modification may be submitted in writing or verbally to the management office. When medical verification is necessary, the management office will provide Solidago's Request for Reasonable Accommodation/Modification and Verification forms for completion. Management will respond to all reasonable accommodation or modification requests within seven (7) business days of receipt.

## Limited English Proficiency

Management complies with all appropriate laws and regulations related to its efforts to improve access to all of its programs and activities for persons who, as a result of national origin, are limited in their English proficiency.

## Privacy Policy

It is the policy of the property to guard the privacy of individuals conferred by the Federal Privacy Act of 1974 and all applicable regulations and to ensure the protection of such individuals' records maintained by the property. Therefore, neither the property nor its agents will disclose any personal information contained in its records to any person or agency unless required by law or governmental contractual obligations, or unless the individual about whom information is requested will give written consent to such disclosure.

This privacy policy in no way limits the property's ability to collect such information as it may need to determine eligibility, compute rent, or determine an applicant's suitability for tenancy. Consistent with the intent of Section 504 of the Rehabilitation Act of 1973, any information obtained regarding handicap or disability will be treated in a confidential manner.

## Services Provided

Please be advised, unless specified in their regulatory agreement, the owner and property staff are tasked with providing housing services only — not nursing or assisted living services. Management does not offer personal care, supervision, or medical services to residents. Residents must be able to adhere to the lease requirements, with or without assistance. Applicants interested in determining whether a property offers additional supportive services should inquire with the property management before signing a lease.

## General Program Eligibility Requirements

**Income Limits:** At Move-in or Initial Certification, the family's annual income must not exceed the income limits established for the particular county and housing program(s), based on family size and program for which they are applying. Income eligibility must be determined prior to approving applicants for tenancy. The owner/agent will provide applicants with a copy of the current income limits for the property area upon request. Income limits are updated at least annually. Property Management incorporates the most recently published income limits when determining eligibility based on the requirements of each program. Income limits at the time of publication for Harris Branch are as follows:

| Number of Tenants | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| Initial 60% HTC/BOND | 56460 | 64560 | 72600 | 80640 | 87120 | 93600 | 100020 | 106500 |

**Program Rent:** An applicant must agree to pay the rent required by the program under which the applicant will be housed. Applicants will not be rejected due to a lack of rental history but may be rejected for a poor rental history or unpaid balances with prior landlords. Rental rates are subject to change at any time and without advance notice. A quote will be provided at the time of application, but at no time will rental rates exceed the HUD Maximum rents for each program. At the time of publication, maximum rents are as follows:

| Rent Limit | 60% HTC / BOND | |
|---|---|---|
| # of Bedrooms | 1 | 2 |
| HUD Max Rent | 1512 | 1815 |
| Less: Utility Allowance | 124 | 151 |
| Allowable Tenant Rent | 1388 | 1664 |

**Sole Residence:** The unit for which the family is applying must be the only residence of each household member.

## Eligibility of Students for Low Income Housing Tax Credit and Bond Units

Properties financed with Low-Income Housing Tax Credits (LIHTC) and/or tax-exempt bonds are subject to additional student eligibility requirements. As a result, households that include students may be subject to different eligibility criteria than those applicable to other programs. The same student restrictions apply to CDBG-DR assisted units.

An individual is considered a full-time student if they attend an educational institution—including an elementary, middle, or high school, or an institution of higher education such as a college, university, technical, trade, or vocational school—for any part of at least five calendar months during the calendar year. Attendance for even one day in a month counts as attendance for the entire month, and the five months do not have to be consecutive.

Households comprised entirely of full-time student are ineligible for the Low-Income Housing Tax Credit program unless they qualify for any one of the five exceptions below:

- All adult members are single parents with minor children, the adults are not dependents of another individual, and the children are only claimed as a dependent by a parent.
- All adults are married and entitled to file a joint tax return. (If legally married under state law, same sex couples qualify under this rule.)
- A member of the household is receiving assistance under Title IV of the Social Security Act (AFDC/Temporary Assistance for Needy Families (TANF) program – not SSA/Supplemental Security Income (SSI)).
- A member of the household previously received foster care assistance from a state agency.
- A member of the household is enrolled in a job training program receiving assistance through the Job Training Partnership Act (JTPA), Workforce Investment Act, or other similar federal, state or county government program.

## Student Financial Assistance

A student's financial assistance will be examined and verified at move-in, initial certification and again at recertification. Any financial assistance provided through a qualified Coverdell Education Savings Account (ESA) or other qualified ESA is excluded. Student loans that must be repaid are also excluded.

Student financial assistance is broken down into two categories:

- Student Financial Assistance received under Section 479B of the Higher Education Act ("479B assistance"): Federal Pell Grants; Teach Grants; Federal Work Study Programs; Student financial assistance received under the Bureau of Indian Education; Higher Education Tribal Grant; Tribally Controlled Colleges or Universities Grant Program; or Employment training program under section 134 of the Workforce Innovation and Opportunity Act (WIOA).
- Student Financial Assistance from all other sources ("other financial assistance"): The Federal government; a state (including U.S. territories), Tribe, or local government; a private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3); a business entity; or an institution of higher education.

Other Financial assistance does not include:

- Financial support provided to the student in the form of a fee for services performed (e.g. a work study or teaching fellowship that is not excluded under section 479B of the HEA); or
- Gifts, including gifts from family or friends.

The treatment and calculation of student financial assistance depend on the following factors:

- The housing program the applicant is applying for
- The source(s) of the financial assistance
- The relationship and age of the student in combination with the household composition
- HUD's appropriations bill for the period in question (if applicable, for Section 8 properties)

The chart below outlines the calculation method to be used for all scenarios:

| Program | HH Demographics | Method |
|---|---|---|
| Section 8 | Student is the H, S, or K, at least 24, and has dependent children* | Method 1* |
| Section 8 | Student is not the H, S, or K or younger than 24 or has no dependents | Method 1 |
| Non-Section 8 | All households | Method 1 |

### Method 1

The Calculation method is as follows for students where Method 1 applies:

- Subtract the amount of 479B assistance from the actual covered costs to arrive at the amount of actual covered costs exceeding 479B Assistance.
- If the amount of 479B assistance exceeds the actual covered costs and there is no other financial assistance, no financial assistance will be included in annual income, and step 2 is not necessary.
- Next, subtract the total from step 1 from other financial assistance.
- If the result is positive, then this is the amount that's included in the family's income.
- If the result is zero or negative, then no Student Financial Assistance will be included in the family's income.

## Occupancy Standards

Applicant households must meet the occupancy standards established by applicable state and local landlord-tenant laws. As a general policy, there should be a minimum of one person per bedroom and a maximum of two persons per bedroom plus one additional person per unit. Management will take into consideration mitigating circumstances such as reasonable accommodations for disabilities and verified medical reasons for a larger unit.

Units will be assigned in accordance with the following standards:

| Unit Size | Maximum Occupancy |
|---|---|
| 1 Bedroom | 3 persons |
| 2 Bedroom | 5 persons |

## Application Rejections

The property complies with applicant rejection requirements set forth in the HUD Handbook 4350.3 and all applicable other program requirements. Management reserves the right to reject applicants for admission if it is determined that the applicant or any member of the household falls within any one or more of the following categories:

- **Misrepresentation:** Willful or serious misrepresentation in the application procedure or certification process for any government assisted dwelling unit.
- **Records of Disturbance, Destruction of Property or Other Disruptive/Dangerous Behavior:** Includes documented instances of behavior or conduct which adversely affects the safety or welfare of other persons by physical violence, gross negligence or irresponsibility which damages equipment or premises.
- **Violent Behavior:** Includes documented evidence of acts of violence or any other conduct which would constitute a danger or disruption to the peaceful occupancy of neighbors.
- **Non-Compliance with Rental Agreement:** Includes evidence of any failure to comply with the terms of rental agreements at prior residences, such as failure to recertify as required, providing shelter to unauthorized persons, keeping unauthorized pets, or other acts in violation of rules and regulations.
- **Owing Prior Landlords:** Applicants who owe a balance to present or prior landlords will not be considered for admission until the account is verified to be paid in full and reasonable assurance is obtained that the contributing causes for nonpayment of rent or damages have changed sufficiently to enable the family to pay rent and other charges when due.

- **Ineligible Students:** Applicant households whose members include an ineligible student as noted in the section titled Student Eligibility.
- **Poor Credit History:** For properties performing credit screening.
- **Unsanitary or Hazardous Housekeeping:** Includes creating any health or safety hazard through acts of neglect, and/or causing or permitting any damage to, or misuse of premises and equipment; causing or permitting infestation, foul odors or other problems injurious to other persons' health, welfare or enjoyment of the premises.
- **Criminal Activity:** Management has established a policy to reject all applications where the applicant or any household member has engaged in certain criminal activity as defined in this plan.

Solidago will provide a written notification within seven (7) business days to all persons who completed the application process, but were denied or determined ineligible to participate in the program. This notification will include the specific reason for the denial, and will reference the terms and conditions of this Tenant Selection Criteria on which the denial is based.

Rejection letters will also include contact information for any third parties that provided information, and participated in the screening process. If the applicant is denied during the application process, the deposit is fully refundable so long as no information was falsified on the application. Applicants can reapply after 90 days if current circumstances have changed.

The leasing office will keep a log of all denied applicants who completed the application process, and will also maintain a file of all rejected applications. Provided that all of the needed information was gathered during the application process, the log will provide basic household information such as: demographic and rental assistance information, reason for which the application was denied, date the decision was made, and date the notification was mailed or hand delivered to the applicant.

## Waiting List Preferences and List Management

The property listed in this Tenant Selection Plan does not have any established preferences.

When units become available, they will be offered to applicants in the order that applications are received after a unit is vacated. A completed application, application fee and application deposit is required to reserve a home. Actual fees/deposits and amounts may vary based upon policies and rates in effect at the time they are charged.

### Updating the Waiting List

The waiting list will be updated annually at a minimum to keep applicant information current, and to remove anyone who does not respond to the update request or wants to be removed or no longer qualifies for admission to the property.

A letter will be sent to each applicant, asking for outdated information to be updated in writing, and whether the applicant wishes to remain on the waiting list or not. Confirmation must be returned to the property, in writing, within 5 (five) business days of the letter's postmark date. Upon request, assistance will be provided to any applicant households with disabilities or limited English proficiency to enable them to meet this deadline.

### Removal of Applications from the Waiting List

The property will remove an applicant's name from the Waiting List when:

- The applicant requests that his/her name be removed.
- The applicant was clearly told, in writing, of the requirement to advise the property of his/her continued interest in housing by a particular time, and failed to do so, even after being provided with reasonable accommodations in the event of handicap or disability.
- The property attempted to contact the applicant in writing, but the letter was returned by the U.S. Postal Service as undeliverable.
- The property has notified the applicant, in writing, of its intention to remove the applicant's name because the applicant no longer qualifies for assisted housing.
- The applicant refused two offers of units for other than a verifiable medically-related reason, by a medical professional.
- The applicant accepted an offer of a unit but failed to move in on time, without notice.

### Verification Requirements

All income sources disclosed on the application will be verified at the time of application. The Owner/Agent reserves the right to evaluate the authenticity, completeness, and reliability of all documentation and verifications submitted by applicants. If the validity of any document or information cannot be reasonably determined, the documentation will be reviewed by management for a final determination regarding its acceptability, in accordance with applicable program requirements and governing regulations.

Documentation required as part of the verification process may include:

- Checklists completed as part of the interview process, signed by the applicant.
- Verification forms completed and signed by third parties.
- Documentation provided by the applicant (award letters, four current consecutive pay stubs, bank statements). Note: For CDBG-DR assisted units, when pay stubs are obtained, a minimum of two (2) months of consecutive pay stubs are required.
- Notes of telephone conversations with reliable sources, faxes, e-mail or internet correspondence.

All information relative to the following items must be verified: eligibility for admission (age, disability status, income, assets, household composition, SSN documentation, need for accessible unit, student status and eligibility, citizenship status, current HUD assistance); and compliance with resident selection guidelines (proof of ability to pay rent, prior landlord references, criminal background, absence of drug/alcohol abuse history).

### Attempted Fraud

Any information provided by the applicant that verification proves to be untrue may be used to disqualify the applicant for admission on the basis of attempted fraud. The property considers false information about the following to be grounds for rejecting an applicant:

- Income, assets and/or expenses
- Household composition
- Citizenship status (if applicable to the program)
- Social Security Numbers
- Preferences and priorities, if any
- Eligibility for allowances
- Previous residence history or criminal history

If, during the course of processing an application, it becomes evident that an applicant has falsified or otherwise willfully misrepresented any facts about his/her current situation, criminal history, or behavior in a manner that would affect eligibility, priorities, application selection criteria qualification, allowances or rent, the application will be rejected. Unintentional errors will not be used as a basis to reject applicants.

### Offering an Apartment

When an apartment becomes available for occupancy, it will be offered to the next applicant household who provides a completed application and otherwise qualifies for the unit.

**If during the final interview, required items of documentation are missing, management will provide the household with a final period of 7 calendar days to provide the missing information. If the applicant household fails to provide the requested information in those 7 calendar days, the applicant will be rejected.**

A unit offer will be made in writing to an applicant household only after all criminal and landlord checks have been completed, the tenant interview has been completed, and all verification documents have been received.

If mail sent to the applicant's listed address is returned by the Postal Service, an attempt will be made to contact the applicant via other means. If the applicant cannot be contacted within 3 working days by alternate means, the apartment will be offered to the next applicant on the waiting list and the applicant will be removed from the waiting list.
If the applicant is offered a unit in writing but fails to reply by the date noted on the offer letter, the applicant will be removed from the waiting list.

If an applicant fails to move in on the agreed-upon date without notice, the application will be rejected, the applicant's name will be removed from all waiting lists and the apartment will be offered to the next household on the waiting list. An exception will be made in the case of a medical extenuating circumstance.

When there are no residents or applicants who need the features of existing accessible units, persons without disabilities may move into those apartments. However, they must agree to move to an available apartment of the appropriate bedroom size with no such design features, if an applicant or current resident requires that accessible unit.

## Protections Under VAWA

The Violence Against Women Act (VAWA) provides protections to women or men who are the victims of domestic violence, dating violence, sexual assault and/or stalking. This policy is intended to support or assist victims of VAWA crimes and protect persons seeking to exercise VAWA protections from being denied housing or from losing their housing/HUD assisted housing as a consequence of their status as victim of VAWA crimes.

Only residents who are assisted by a covered housing program can invoke the VAWA protections that apply solely to residents. Being a victim of a VAWA crime is not reason to change the eligibility or applicant screening requirements set forth in the tenant selection plan unless such requirements interfere with protections provided under the VAWA.

If any applicant or resident wishes to exercise their VAWA protections, he/she/they should contact the owner/agent or property management staff immediately. The owner/agent is committed to ensuring that the Privacy Act is enforced in this and all other situations.

### Confidentiality

The identity of the person seeking to exercise VAWA protections and all information provided to owner/agent relating to the incident(s) of abuse covered under the VAWA will be retained in confidence. Information will not be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is requested or consented to by the person seeking to exercise VAWA protections in writing; required for use in an eviction proceeding or termination of assistance; or otherwise required by applicable law.

### Requests & Certification

When the owner/agent responds to a request for protections provided under the VAWA, the owner/agent will request that an individual complete, sign, and submit a certification form. The owner/agent will work with the applicant/resident in making acceptable delivery arrangements.
If the applicant/resident has sought assistance in addressing VAWA crimes from a federal, state, tribal, territorial jurisdiction, local police or court, the applicant/resident may submit written proof of this outreach in lieu of the certification form. The person seeking to exercise VAWA protections must provide such documentation within fourteen (14) business days of the request.

### Criminal Background Check & Rental History (VAWA)

Domestic violence can often have negative criminal and rental consequences for a victim. The perpetrator may cause damage to the victim's property causing eviction, force a victim to participate in criminal activity, or a victim may be arrested as part of policies that require arresting both parties in a domestic disturbance. Management will take such extenuating circumstances into account and will not deny tenancy or occupancy rights based solely on these adverse factors that are a direct result of being a victim of VAWA crimes.

The owner/agent will review and respond to requests to exercise protections provided under the VAWA within ten (10) business days of receiving all required documentation. If the request is denied, the person seeking to exercise VAWA protections may appeal the decision.

### Lease Bifurcation

If the owner/agent determines that physical abuse caused by a resident is clear and present, the law provides the owner/agent with the authority to bifurcate a lease (i.e., remove, evict, or terminate housing assistance to any abuser, while allowing the person seeking to exercise VAWA protections to maintain tenancy).

If a lease is bifurcated or if a resident is evicted because of an offense covered under the Violence Against Women Act, the person will be permanently barred from the property. Inviting a person evicted because of an offense covered under VAWA or encouraging such person to remain on the property is a lease violation.

### Nonretaliation & Noncoercion

The owner/agent will not discriminate against any person because that person has opposed any act or practice made unlawful by the Violence Against Women Act. The owner/agent shall not coerce, intimidate, threaten, or interfere with, or retaliate against, any person in the exercise or enjoyment of any rights or protections under the Violence Against Women Act.

### Protection to Report Crimes from Home

Owner/agents, residents, occupants, service providers, guests and applicants shall have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance. This individual will not be penalized based on their requests for assistance or based on criminal activity of which they are a survivor or otherwise not at fault.

### Emergency Transfer

Pursuant to HUD requirements, this property also has a separate VAWA Emergency Transfer Plan that expands further on the staff processes that must be followed to handle such a request. The owner/agent will consider an Emergency Transfer Request when a person seeking to exercise VAWA protections feels that he/she/they is in imminent danger or was sexually assaulted on the property within 90 days of the request.

## Security Deposits

Applicants with a screening result of Approved will be required to pay the following security deposit:

| Unit Size | Security Deposit |
|---|---|
| 1 Bedroom | $200 |
| 2 Bedroom | $400 |

Households with a screening result of Approved with Conditions will be required to be approved for lease guaranty through OneApp or pay a security deposit equal to two times the monthly rent. Details on OneApp Lease Guaranty can be reviewed at https://oneapp.rentals.

Security Deposit payment must be made in full within 72 hours of unit assignment. Failure to pay deposit within 72 hours may result in your application being denied.

## Assistance Animals and Pets

If permitted, residents are allowed to keep pets in the unit only after having received management approval. This community requires a one-time, non-refundable pet fee of $250 and monthly pet rent of $25 per animal, and no pet deposit. Certain rules and restrictions apply and are expanded upon in the Supplemental Animal Policy and in the Resident Handbook.

Assistance animals are not pets and are always permitted as a reasonable accommodation for persons with verified disabilities to alleviate the symptoms of a disability. This need will be properly verified by a physician, psychiatrist, social worker, or other professional with the capacity to provide this verification. Neither a security deposit nor a pet fee is required for an assistance animal.

Management reserves the right to deny a specific assistance animal only if there is documented proof that it poses a direct threat to the health and safety of others that cannot be reduced or eliminated by a reasonable accommodation; or that it would cause substantial physical damage to the property of others; or that its presence would pose an undue financial and administrative burden to the provider; or that its presence would fundamentally alter the nature of this property's services.

All households must complete the PetScreening process as part of the application and recertification workflow. Before bringing a pet onto the property, tenants must: submit information to PetScreening including breed, age, weight, and a recent photo; provide proof of vaccinations and licensing; receive approval from PetScreening AND property management; and agree to pet fees and pet rent (if applicable).

Tenants must maintain renter's insurance that covers pet-related incidents, keep pets leashed when outside the unit, clean up pet waste immediately, prevent pets from disturbing other tenants, and ensure pets are not left unattended for extended periods. Tenants are financially and legally responsible for any damage or injury caused by their pet. Violations of the pet policy may result in revocation of pet privileges or lease termination.

The following pets are prohibited or subject to special approval:

- Restricted Dog Breeds (including mixes): Pit Bulls (American Staffordshire Terrier, Staffordshire Bull Terrier, American Pit Bull Terrier), Rottweilers, Doberman Pinschers, German Shepherds, Bull Mastiffs, Huskies, Malamutes, Chow Chows, Akitas, Rhodesian Ridgebacks, Wolf hybrids.
- Cats: Unneutered males (due to spraying), more than 2 cats per unit, Exotic breeds (e.g., Bengals, Savannahs).
- Reptiles & Amphibians: Large snakes (e.g., pythons, boas), venomous species (e.g., vipers, Gila monsters), large lizards (e.g., iguanas).
- Aquatic Pets: Aquariums over 30 gallons.
- Maximum of two pets. Dogs may be no larger than 40 pounds.

### Denied Applications

Solidago Management will provide a written notification within seven (7) business days to all persons who completed the application process but were denied or determined ineligible to participate in the program. This notification will include the specific reason for the denial and will reference the terms and conditions of this Tenant Selection Criteria on which the denial is based. Rejection letters will also include contact information for any third parties that provided information and participated in the screening process.

If the applicant is denied during the application process, the deposit is fully refundable so long as no information was falsified on the application. The leasing office will keep a log of all denied applicants who completed the application process.

The denial/rejection notice will advise the applicant that they may, within 14 days of receipt of the notice (excluding weekends and designated federal holidays), respond in writing or request to meet with Management to discuss the notice. The meeting will be conducted by a member of Management's staff who did not participate in the initial decision to reject/deny the applicant.

### Appeals

If the applicant appeals the rejection/denial, the applicant will be given a final written decision from Management within five days (excluding weekends and designated federal holidays) of the applicant's written response if it does not change the outcome of the rejection. If the response needs further discussion, a meeting will be scheduled, and the applicant will be notified within five days. If the decision is reversed, the applicant will be offered a suitable vacant unit. If no such unit is available, the applicant will be offered the next available comparable unit.

### Non-Renewal/Termination

Non-renewal and termination notices will outline the reasons for termination of the lease contract allowed under applicable program rules. If the development is subject to the requirements established by the Violence against Women Act (VAWA), the specifics will be included on the notifications. A person with a disability may request reasonable accommodation in relation to such notice.

### Apartment Inspections

All apartments must undergo a move-in inspection by management and the tenant the day of or prior to the day of move-in. A move-in inspection form will be completed and signed and dated by the tenant and management, confirming that the unit is in decent, safe, and sanitary condition.

After move-in, inspections will be completed at least annually by management and inspections may also be conducted by overseeing regulatory agencies.

### Unit Transfer Policies

Residents will be placed on a separate internal unit transfer waiting list when required or requested. Units will be offered in the following order:

- VAWA emergency transfers within the property.
- Unit transfer needed for medical reasons which are certified by doctor or needed based on the need for an accessible unit, as certified by a physician or other medical professional, as a reasonable accommodation for persons with verified disabilities.
- Unit transfer is needed due to a change in family composition and/or family size. This includes scenarios wherein households internally decide that current sleeping arrangements are no longer appropriate for all members and the household qualifies (under the Occupancy Standards) for a larger unit size.
- Current residents who occupy a market or unsubsidized unit or qualify for a lower set-aside may be placed on a transfer waiting list for deeper subsidy or lower rent. A physical transfer is only necessary in the case of fixed units.

Current residents who require unit transfers for these reasons will always be accommodated before assigning units to external applicants.

Unit transfers will not be granted if the household:

- Has provided management with notice of their intent to move.
- Is currently under eviction proceedings.
- Has an outstanding balance on the resident ledger (rent or damage charges or late fees) and/or subsidy repayment agreement.
- Did not pass the last completed unit inspection because of unsafe or unsanitary conditions.

For properties with multiple set asides: All existing residents are eligible to be placed on the waitlist for a lower rent restricted unit and will be placed on the waitlist at the time of their request. When a lower rent restricted unit becomes available, the existing resident on the corresponding waitlist will be contacted. At that time, a determination will be made regarding the existing resident's eligibility. If the most recent certification of income is within 120 days and indicates income within the guidelines for the lower rent restricted unit, the set aside for the unit will be changed and the applicable rent will be applied. If household income has not been certified within 120 days, a certification of income will be completed to ensure the household qualifies for the lower rent restricted unit.

For residents without HUD assistance: Residents who wish to move to another apartment must request a transfer in writing. The request must be signed by the head/co-head of the household. A transfer fee of ($75) for the new apartment must be paid at the time the request for transfer is accepted by management in order to hold a new apartment. To be approved for a transfer, all balances must be paid in full for the current apartment, and any damages that are noted during inspection prior to transfer are required to be paid in full. In situations where a transfer is required as a reasonable accommodation, VAWA, or at management request, no transfer fee will be required. Residents transferring will receive a statement of deposit activity for their original unit, detailing any charges from damages, cleaning fees, etc., within 30 days of move out.

For Low Income Housing Tax Credit (LIHTC) developments that are 100%low-income: If the Owner elected to treat each building as part of a multiple building project, as defined on Part II, line 8(b) of IRS Form(s) 8609 and accompanying statements, a household may transfer to any unit within the same multiple building project. The household will retain their program designation and will not need to be certified at the time of transfer. If the owner elected to treat each building as a separate project, as defined on Part II, line 8(b) of IRS Form(s) 8609, a household must be certified as low-income and have a current annual income below the applicable income limit at the time of transfer.

For LIHTC developments that are mixed income with market units:, If the Owner elected to treat each building as part of a multiple building project, as defined on Part II, line 8(b) of IRS Form(s) 8609 and accompanying statement, a household may transfer to any unit within a multiple building project and retain their program designation if the at the last annual recertification their income was less than 140% of the of the applicable income limit If the owner elected to treat each building as a separate project, as defined on Part II, line 8(b) of IRS Form(s) 8609, a household must be certified as low-income and have a current annual income below the applicable income limit at the time of transfer.

For BOND, HTF, HOME, and NSP developments without LIHTC, households may transfer to any unit within the development. A certification is not required at the time of transfer. If the development is layered with Housing Tax Credits, the guidelines for the LIHTC transfer process will be applied.

### Security Deposits

For households receiving HUD subsidy, the Security Deposit that a resident paid at Move-In/Initial qualification will be transferred to their new unit.

For residents participating in all other programs, residents are responsible for paying a new Security Deposit at transfer. After the household has transferred, an inspection will be completed on the unoccupied unit. Damage will be assessed and charged against the prior security deposit. Residents will be refunded the difference or charged if damage exceeds the amount of security deposit collected at the time of Move-In.

## APPLICANT ACKNOWLEDGMENT

**I ACKNOWLEDGE THAT I HAD AN OPPORTUNITY TO REVIEW THE PROPERTY'S QUALIFYING CRITERIA, WHICH INCLUDES REASONS WHY MY APPLICATION MAY BE DENIED, SUCH AS CRIMINAL HISTORY, CREDIT HISTORY, CURRENT INCOME, AND RENTAL HISTORY. I UNDERSTAND THAT IF I DO NOT MEET THE PROPERTY'S RENTAL QUALIFYING OR SELECTION CRITERIA, OR IF I FAIL TO ANSWER ANY QUESTION, OR IF I PROVIDE FALSE OR MISLEADING INFORMATION, THE PROPERTY MAY REJECT MY APPLICATION, RETAIN ALL APPLICATION FEES, ADMINISTRATIVE FEES AND DEPOSITS AS LIQUIDATED DAMAGES FOR ITS TIME AND EXPENSE, AND MAY TERMINATE MY RIGHT OF OCCUPANCY IF I HAVE ALREADY TAKEN POSSESSION OF A RENTAL UNIT AT THE PROPERTY.**

_____ _____

Applicant Signature Date

_____ _____

Applicant Signature Date