

RESIDENT SELECTION PLAN Riverwalk I Apartments



PREFACE

Riverwalk I is professionally managed by Kiemle Hagood. The purpose of this community is to provide housing for low-income elderly individuals/families through the Low-Income Housing Tax Credit (LIHTC) program. All adults age 18 and over in each applicant family must sign all required verification documents prior to move-in and annually thereafter. All information reported by the family is subject to verification. There are age restrictions or unit set-asides that apply to this property. Refer to management for more information.

Non-Discrimination: Riverwalk I accept applications, admits residents and employs staff without regard to race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income or disability. We do not discriminate on the basis of disability status in the admission, or access to, or treatment, or employment in our programs and activities.

PROGRAM ELIGIBILITY REQUIREMENTS

To live at Riverwalk I you must be:

1. Income-qualified. In order for an applicant to be eligible for occupancy, the applicant family's annual income must not exceed the applicable income limit, which is published annually by HUD and is available from the local Washington State Housing Commission or on-line at www.wshfc.org. Income limits are based on family size and the annual income the family receives. The income limits for Riverwalk I are:

| | |
|----------------------|----------------------|
| Very Low-Income | 30% of Median Income |
| Extremely Low Income | 40% of Median Income |
| Low Income | 50% of Median Income |
| Tax Credit Federal | 60% of Median Income |

A household can switch to a higher or lower income/rent limit based on the household's income at recertification. Ask the community manager for specific information.

2. Student Eligibility. Households consisting entirely of full-time students are permitted to occupy Tax Credit units if:
 - I. Receiving assistance under Title IV of the Social Security Act (e.g., TANF)
 - II. Previously under the care and placement responsibility of the local county children services agency (i.e., foster care)
 - III. Enrolled in a government-sponsored job training program
 - IV. Married and eligible to file a joint income tax return
 - V. A single parent household with at least one dependent child where the parent is not the dependent of another individual and the child is only a dependent of the resident or the other non-resident parent.

OCCUPANCY STANDARDS

- Two persons per bedroom, plus one person.

| | <u>*Minimum Persons</u> | <u>*Maximum Persons</u> |
|-----------|-------------------------|-------------------------|
| 1-Bedroom | 1 | 3 |
| 2-Bedroom | 2 | 5 |
| 3-Bedroom | 3 | 7 |
| 4-Bedroom | 4 | 9 |

*An exception may be allowed due to an approved reasonable accommodation request.

APPLICATION PROCESS

An applicant(s) must submit a completed and signed application to the On-Site Manager of the complex for which the applicant is applying or to Kiemle Hagood, 601 W. Main, Suite 400, Spokane, WA 99201. A completed application must include the social security numbers for all household members. It must also include the signatures for all applicant family's members who are 18 years of age or older. Also, a Release and Authorization form must be signed by all adult applicants and submitted along with the completed application, which gives consent to Management to check criminal background, check previous rental history, run a credit report and verify current employment.

If there is a waiting list for the project, the applicant's name, date and time of the receipt of the application, annual income level, type and size of unit required will be recorded in chronological order on the waiting list. In order to remain on the waiting list, the applicant is required to contact the On-Site Manager of the project for which he/she applied every six months.

If an applicant refuses to complete any required paperwork throughout this process, the applicant may be denied.

REASONS FOR REJECTING INELIGIBLE APPLICANTS

- The household does not qualify for the LIHTC program.
- Submission of false information on the application, or failure to cooperate in the verification process.
- The applicant does not meet the screening criteria.
- Negative reference from current or previous landlord, including but not limited to late rent, NSF checks, lease violations, evictions, etc.
- The household (including a Live-In Aide) size is not appropriate for the unit size.
- The household income exceeds the applicable income limits
- The applicant does not meet the student eligibility criteria.

SCREENING CRITERIA

Good Rental History:

- At least six (6) contiguous months' recent valid, verifiable rental history with no related parties. Application will not be rejected for no rental history at all but the criteria for credit and public records will be more heavily weighted.
- Rent paid on time; no more than (2) late payments within the six-month period.
- No past due balances owed for rent, other rental charges, utilities, damages, etc.
- At least six (6) months with no lease violations.

Screening reports will be run on all applicants 18 years of age and older by an outside professional screening company. There is a one-time fee per adult to process the screening report. This fee is refunded upon move-in. If the applicant is denied for failing to meet the screening criteria, the fee is not refundable.

Rejection Criteria:

- Drug Abuse & Criminal Activity
 - Any household containing a member(s) who was evicted in at least the last three years from federally assisted housing or non-federally assisted housing for drug-related criminal activity; only two exceptions are as follows:
 - 1) The evicted household member has successfully completed an approved supervised drug rehabilitation program, or;
 - 2) The circumstances leading to the eviction no longer exist (e.g., the household member no longer resides with the applicant household).
 - A household in which any member is currently engaged in illegal use of drugs or for which Management has reasonable cause to believe that a member's illegal use or pattern of illegal use of a drug may interfere with the health, safety and right to peaceful enjoyment of the property by other residents;
 - Conviction involving the illegal manufacture or distribution of an uncontrolled substance, involving the illegal use of a controlled substance, or involving felony activities and/or numerous gross misdemeanors within at least the last three years.
 - Currently an illegal user of a controlled substance or Management determines that there is reasonable cause to believe that a household member's illegal use or a pattern or an illegal use of a drug may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents. (Examples of evidence of illegal activities may include a conviction record, former landlord references, etc.);
 - Any household member who is subject to a state sex offender lifetime registration requirement.
 - Any household member if there is reasonable cause to believe that member's behavior, from abuse or pattern of abuse of alcohol, may interfere with the health, safety, and right to peaceful enjoyment by other residents.
 - Violent criminal activity.

- Other criminal activity that threatens the health, safety and right to peaceful enjoyment of the property by other residents or the health and safety of management, employees, contractors, subcontractors or agents of the owner; or,
 - Any household containing a member who has any active warrants.
 - We do not automatically deny applicants based on criminal conviction history. If an applicant with a criminal conviction on their record otherwise meets our qualification standard, we will interview the applicant regarding the circumstances relating to such conviction and post-conviction.
- Poor Previous Rental History
 - Outstanding monies owed to previous landlord(s), (e.g., rent, damages, other);
 - Previous evictions from federally funded and/or non-federally funded housing and/or unlawful detainers within at least the last three years; or,
 - Violation of lease and/or house rules, such as, poor housekeeping habits, a history of disruptive behaviors, failure to cooperate with applicable recertification procedures, termination of assistance for fraud.
 - **An exception may be made if the applicant has met all of the following requirements:**
 - Payment arrangements have been made with the landlord to whom the monies are owed. A letter from the landlord or collection agency stating the accepted payment arrangements must be submitted to Kiemle Hagood along with proof that payments are being made in accordance with the agreed upon arrangements (proof must include the applicant is current in making the payments).
 - Applicant must either provide proof of completion of in a Renter Responsibility Class/Program or be near completion and provide a recommendation letter from the program director.
 - **An exception may also be made if the applicant is a domestic violence victim, which required the applicant to get out of a lease early and left owing a balance for rent and/or damages.**
 - The applicant must present written verification of their situation. This may take the form of a valid order for protection or a record of reporting the incident(s) of domestic violence/assault/stalking to a “qualified third party”, such as law enforcement officers, state court employees, healthcare professionals, licensed mental health professionals, clergypersons, or crime victim/witness program advocates.
 - Derogatory Credit History
 - An open bankruptcy; or
 - Outstanding balances owed to previous landlords and utility companies.

- Unpaid NSF checks.
- Other debts including but not limited to credit cards, student loans and unpaid fines.
- **An exception may be made if the debt has not been accrued in the previous 3 years.**
- Medical bills are not counted toward derogatory credit history.

If an applicant does not meet the above criteria, the applicant will be notified in writing of the rejection and reasons for the rejection. The applicant will then have 14 days to respond in writing or to request a meeting to discuss the rejection. Management may consider extenuating circumstances in evaluating information obtained during the screening process.

HOLDING AGREEMENTS

This document is optional but must be used if an applicant wishes to prevent someone else from renting the unit. The Holding Agreement takes the unit “off the market” for an agreed upon period of time. When signing the Holding Agreement, the prospective tenant must pay \$100.00 to hold the apartment for one (1) week or the full deposit to hold it up to two (2) weeks. If Management does not approve the application to rent, the entire Holding Deposit amount will be refunded to applicant within 14 days of denial. The Holding Deposit must be a separate payment from the application fee.

COLLECTION OF THE SECURITY DEPOSIT

The security deposit must be paid at the time of the initial lease. The security deposit required for this project is one month’s total tenant payment. The security deposit is refundable. An applicant may be rejected if he/she does not have sufficient funds to pay the deposit.

The security deposit must be paid with a check or money order separate from the payment of the first month’s rent.

UNIT TRANSFER POLICIES

When vacancies become available, in-place residents who are on an in-house waiting list and require unit transfers based on the following reasons will be given priority over applicants on the waiting list.

- A unit transfer for a medical reason certified by a health care provider.
 - The Request for Reasonable Accommodation forms must be completed and submitted to the On-Site Manager. Forms available from Management upon request.
- A unit transfer based on the need for an accessible unit.
 - In-place residents and applicants requiring the features of an accessible unit will be given priority for an accessible unit over other applicants or in-place residents who do not require the features in an accessible unit;
 - The Request for Reasonable Accommodation forms must be completed and submitted to the On-Site Manager. Forms available from Management upon request.

- A Transfer due to change in family size/composition.
- A VAWA Emergency Transfer.

When an appropriate type of unit becomes available, the resident will be contacted in writing and be required to move within thirty days of the written notification.

Unit transfers for any other reason are subject to a \$100 transfer fee.

When a resident, transfers from one unit to another within the same apartment complex he/she is expected to completely move out of the previous unit by the fourth day after he/she moved into the new unit. The resident will be notified of this when he/she turns in his/her 30-Day Notice to move.

SECURITY DEPOSITS FOR RESIDENTS TRANSFERRING TO ANOTHER UNIT

A. When a resident, transfers to a new unit:

- a. The security deposit in the old unit will be refunded minus any charges for damages above normal wear and tear to the unit and any unpaid rent.
- b. The tenant will be charged a new security deposit based on the requirements in the HUD Occupancy Handbook paragraph 6-15. The deposit must be paid at the time of the lease execution.

REASONABLE ACCOMMODATIONS

This community does not discriminate against persons with disabilities. Management will provide reasonable accommodations or reasonable modifications for applicants and tenants with disabilities who have a need for the accommodation/modification. A reasonable accommodation is an exception made to the usual rules or policies made necessary because of a disability that will allow the applicant or tenant to use and enjoy an apartment community. A reasonable modification is a structural change that will enable a tenant with a disability to use and enjoy an apartment community. This includes the application process and tenancy period. The "Request for Reasonable Accommodation" forms are available upon request from the On-Site Manager. The request forms can be given to the On-Site Manager at move-in or any time during occupancy. Once the existence of a handicap/disability has been verified through third party verifications, the Property Manager will approve the request if it is considered administratively and financially feasible.

LIVE-IN AIDE/ATTENDANT POLICY AND PROCEDURES

Definition: A Live-In Aide/Attendant is a person who resides with one or more elderly persons, near-elderly persons or persons with disabilities, and who:

1. Is determined to be essential to the care and well-being of the person(s);
2. Is not obligated for the support of the person(s); and
3. Would not be living in the unit except to provide the necessary supportive services.

While a relative may be considered to be a Live-In Aide/Attendant, they must meet the above requirements, especially the last.

Policy: The Live-In Aide/Attendant qualifies for occupancy only as long as the individual needing supportive services requires the aide's services and remains a tenant, and; may not qualify for continued occupancy as a remaining family member. A Live-In Aide may not remain in the unit should the tenant move out for any reason.

The Owner/Management Agent has the right to evict a Live-In Aide Attendant who violates any of the house rules.

Children of Live-In Aide/Attendants are not eligible to live in the unit. A Live-In Aide/Attendant's income is not counted for the household and neither are allowances (i.e. a dependent) related to the Live-In Aide/Attendant.

Procedures for Moving in a Live-In Aide/Attendant:

1. The individual requiring a Live-In Aide/Attendant must complete the "Live-In Care Giver Verification" forms and give them to the On-Site Manager.
2. The Live-In Aide/Attendant must pass a criminal background check in accordance with the criteria listed above in the Tenant Selection Plan.
3. The Live-In Aide/Attendant must sign the Live-In Attendant Addendum.
4. The Live-In Aide/Attendant must sign a copy of the current house rules and abide by them.

SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE FAIR HOUSING ACT AMENDMENTS OF 1988 AND TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Riverwalk I, the owners and Kiemle Hagood, the managing agent, of this project do not discriminate on the basis of handicapped status in the admission of access to, or treatment or employment in, federally assisted projects, programs and activities. Nor do they discriminate on the basis of race, color, religion, sex, handicap, familial status, national origin, or marital status in the admission or access to, or treatment or employment in, it's federally assisted programs and activities. Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in any program or activity receiving (HUD) federal financial assistance. Complaints regarding alleged violations of Section 504 regulations should be addressed in writing to the 504 Coordinator for Kiemle & Hagood.

Kiemle Hagood
Human Resources
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