# Aloha Iā Halewilikō

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## 01 Resident Selection Plan

Aloha Iā Halewilikō is a 140-unit senior community in Aiea, Hawaii, that provides housing for extremely low and low-income households without regard to race, color, sex, creed, religion, national origin, physical or mental disability status, familial status, age, ancestry, marital status, source of income, sexual orientation, HIV status, or any other arbitrary personal characteristics.

Aloha Iā Halewilikō is a planned senior community with facilities designed specifically for senior living. To qualify for an apartment at Aloha Iā Halewilikō, applicants and all household members must be aged 62 years or older.

Aloha Iā Halewilikō will make reasonable accommodations to individuals whose disability so requires. Reasonable Accommodation Request forms are available upon request from management. Aloha Iā Halewilikō is an Equal Housing Opportunity Housing Facility, admitting people in accordance with Local, State, and Federal Housing laws, the Rental Housing Revolving Fund (RHRF), and the Low-Income Housing Tax Credit (LIHTC) Program, HMMF Program, and the AHF Program.

## 02 Non-Smoking Policy

Aloha Iā Halewilikō is designated as a Non-Smoking property. Smoking is prohibited in all areas of the property, including the interior of apartments, and all indoor and outdoor common areas on the property.

Residents are responsible for informing their guests of the Non-Smoking Policy. Any violation of this policy will constitute a material breach of the rental agreement and grounds for immediate termination of the lease.

Aloha Iā Halewilikō's adoption of a Non-Smoking Policy does not make the Owner the guarantor of the resident's health or that the property will be free of smoke, but management shall take reasonable steps to enforce this policy.

## 03 Income Limits

To qualify for an apartment, the household's gross income may not exceed the maximum income limit per household size and may not be lower than the income minimum* per household size.
The income maximums and minimums are attached and are posted in the Aloha Iā Halewilikō's Management Office.

*The apartment may be rented if proof is obtained indicating a satisfactory and timely rental payment history for the past twelve (12) months in the amount equal to or greater than the rent charged for that apartment size.

## 04 Application Screening Fees

**An application screening fee of $24 per adult household member** will be collected at the time the application is processed to determine eligibility.

The screening fee reflects the actual cost of obtaining third-party screening reports necessary to evaluate applicant eligibility in accordance with property and regulatory requirements. The total cost per adult applicant is $24, which is comprised of the following components:

- Premium National Criminal Screening: $7
- Hawaii Statewide Criminal Screening: $14
- Civil Court Screening: $2
- Supplemental County/State Screening: $0 (Actual cost to Owner: $6)
- Income Verification (Work Number – Affordable): $0 (Actual cost to Owner: $6)

Certain screening components are provided at no cost to the applicant, although they may result in additional costs to the Owner/Agent. These costs are not passed on to applicants and are absorbed as part of property operations.

The total screening fee charged to applicants does not exceed the actual out-of-pocket cost attributable to applicant-paid screening services and complies with applicable state and program requirements.

*Housing Choice/Section 8 voucher holders will be exempt from the application fee.

## 05 Application Procedures

Applications will only be distributed when the waiting list is open. Applications will not be distributed when the Waiting List is closed.

Only online applications will be accepted. Visit **EAHHousing.org/Apartments/Aiea** to complete your application.

Each applicant must complete an application and be willing to submit a rental history, criminal background inquiry, and income and asset verifications.

## 06 Applications Received

1. **Application Receipt**: Applications submitted will be timestamped and recorded in the order they are received.
2. **Placement Order**: Applicants will be assigned a placement order based on the timestamp recorded for each application.
3. **Notification**: Applicants will be notified that their application was accepted and will be contacted to begin the qualification process once their application nears the top of the waitlist and the unit has become available.

## 07 Preferences

The property's policy is that a preference does not guarantee admission. Every applicant must still meet the property's RSP standards to be accepted as a resident.

1. For apartments accessible to or adaptable for persons with mobility, visual, or hearing impairments, households containing at least one person with such impairment will have first priority.

2. Persons displaced by government action provided that their tenant application is submitted between (a) the date of the initial displacement notice and (b) six months after the actual displacement action, supported by sufficient documentation of such displacement.

Where preferences apply, applicants with a valid and verified preference will be moved to the top of the waiting list above persons without a preference.

The preferences so described will always be consistent with the requirements of Section 42 and future interpretations or guidance from the IRS and will not in any way jeopardize the project's eligibility under Section 42 of the Internal Revenue Code.

## 08 Apartment Transfer Policy

An Apartment Transfer List is maintained for residents who have been approved for transfer due to a disability or a change in household status. Transfers for accessibility or medical reasons will have priority over those for changes in household composition. Residents on the Apartment Transfer List will have priority over the applicants on the waitlist.

## 09 Occupancy Guidelines

Occupancy guidelines are the criteria used to match a household with the most appropriate apartment size and type.

The following occupancy guidelines will be followed to avoid over-utilization of the apartments:

| Bedroom Size | Household Cap |
|---|---|
| 0 | 2 |
| 1 | 3 |

To determine the proper bedroom size for which a household may qualify, the following household members are to be included:

1. All full-time members of the household
2. Live-in attendants

**Note:** Live-in attendants are subject to the criminal and landlord provisions of this plan, except for the criteria that determine the ability to pay rent. The fee for conducting a criminal background check is currently $24 per live-in attendant.

## 10 Violence Against Women Act of 2013

The Violence Against Women Act (VAWA) protects victims **against eviction or denial of housing based on domestic violence, dating violence, sexual assault, and stalking.**

In 2013, Congress expanded VAWA's housing protections to include additional federal housing programs, including the Low-Income Housing Tax Credit (LIHTC). VAWA offers the following protections:

1. An applicant or program participant's status as a victim of domestic violence, dating violence, sexual assault, or stalking does not serve as a reason to deny admission if the individual otherwise qualifies.
2. This must support or assist victims of domestic violence, dating violence, sexual assault, and stalking. It must protect victims and their family members from being denied housing or losing their HUD-assisted housing.
3. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, and stalking will not be considered as serious or repeated violations of the lease or other "good cause" for terminating the assistance, tenancy, or occupancy rights of a victim of abuse.
4. Criminal activity directly related to domestic violence, dating violence, sexual assault, and stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights of the victim of the criminal acts.
5. Assistance may be terminated or a lease "bifurcated" to remove an offending household member from the home. Whether or not the individual is a signatory to the lease and lawful tenant, if they commit a criminal act of physical violence against family members or others, they can be evicted, removed, or have their

occupancy rights terminated. This action is taken while allowing the victim, who is a tenant or lawful occupant, to remain.

6. The provisions protecting victims of domestic violence, dating violence, sexual assault, and stalking committed by a household member may not be interpreted to prevent Aloha Iā Halewilikō, when notified, from enforcing various court orders issued either to protect the victim or to handle the division of property if a family disbands.
7. The authority to evict or terminate assistance is not limited to cases in which a victim commits an unrelated criminal activity. Furthermore, if Aloha Iā Halewilikō can demonstrate an actual and imminent threat to other tenants or to those employed at or providing services to the property, and an unlawful tenant's residency is not terminated, then evicting a victim remains an option, regardless of VAWA. Ultimately, Aloha Iā Halewilikō will not impose more burdensome standards on victims than on other tenants.

The VAWA protections shall not override any federal, state, or local law that offers greater protection for victims of domestic violence, dating violence, sexual assault, and stalking. Laws providing greater protection are applied in cases of domestic violence, dating violence, sexual assault, and stalking.

The Notice of Occupancy Rights and Certification form will be provided to applicants when assistance is denied or at the time of move-in.

## 11 Grounds for Denial

1. Total family income exceeds the applicable income limits published by HUD, or does not meet the minimum income limits.
2. The household cannot pay the full security deposit at move-in.
3. The household refuses the second apartment offer.
4. Household fails to respond to interview letters or otherwise fails to cooperate with the certification process. Failure to sign consent forms.
5. Any adult household members who fail to attend the eligibility interview.
6. Blatant disrespect or disruptive behavior toward management, the property, or other residents exhibited by an applicant or

family member any time before move-in (or a demonstrable history of such behavior).

7. The household consists entirely of full-time students and does not qualify for the exception under Section 42 of the IRC.
8. Applicant failed to provide adequate verification of income, or we are unable to verify income and/or income sources adequately.
9. Providing or submitting false or untrue information on your application, or failure to cooperate in any way with the verification process.
10. The apartment assignment will NOT be the family's sole place of residence.

**Note:** Qualification for an apartment includes occupying it continuously as a primary residence. Residents may not be absent from the apartment for more than 60 consecutive days, or for longer than 180 continuous days for medical reasons.

## 12 Landlord Reference

1. Negative landlord references that indicate lease violation, disturbing the peace, harassment, poor housekeeping, improper conduct, or other negative references against the household.
2. Evictions were reported in the last five years.
3. A history of late rent payments includes more than two late payments in a six-month period over the past two years and more than one NSF in a one-year period.
4. Any evidence of illegal activity, including drugs, gangs, etc.
5. Inappropriate household size for the apartment available (see Occupancy Standards)

## 13 Background Check

- All applicants will be screened for criminal history.
- Felony convictions within the past seven (7) years or patterns of two or more misdemeanor convictions within the past seven (7) years involving sexual misconduct (as defined by state law), drug-related crimes, theft by check, or a physical crime against

a person or their property may allow for approval of the application with special conditions or result in denial based on the crime and the date of the charges.

## 14 Grievance/Appeal Process

Failure to meet one or more of the foregoing screening criteria may be grounds for rejection. However, each application is considered as a

whole, and the above factors are incorporated into a weighted formula. Should the applicants fail to meet the screening criteria, they will receive a written notice indicating their right to appeal the decision. This notice must inform the applicant that they have 14 days to dispute the decision.

An appeal meeting with the Regional Property Supervisor will be held within 10 business days of receipt of the applicant's request.

The property will advise the applicant in writing of the final decision regarding eligibility within five days of the appeal meeting. Apartments will not be held for those applicants in the appeal process.

## 15 Administration of the Waitlist

The property must maintain a waitlist of all applicants who submit a completed application.

Applicants must be placed on the waitlist and selected from it, even when vacancies exist, and applications are processed upon receipt. This procedure is necessary to ensure the complete and accurate processing of all documentation for all applicants.

The property has one waitlist, established and maintained in chronological order by the date and time of receipt of the Preliminary Application. The waitlist contains the following information for each applicant:

1. Applicant Name
2. Address and/or Contact Information
3. Phone Number(s)
4. Apartment Type/Size

5. Household Composition
6. Preference/Accessibility requirements
7. Income level
8. Date/ Time of Application

Applicants must report any changes in writing to the relevant information immediately.

Applicants will have the opportunity to decline the first apartment offered and retain their place on the waitlist. Should the applicant decline the next available apartment, they will be removed from the waitlist.

## 16 Purging the Waitlist

The waitlist will be purged annually. Each applicant will receive a letter from the property requesting updated information and asking about their continued interest. This letter must be returned within the specified time, or their application will be removed from the waitlist. It is the applicant's responsibility to maintain a current address with the office to receive waitlist correspondence. Any correspondence returned undeliverable will result in the application being removed from the waitlist.

## 17 Opening & Closing of the Waitlist

Aloha Iā Halewilikō will monitor the vacancies and waiting list regularly to ensure that there are enough applicants to fill the vacancies.
Once the waitlist exceeds 12 months, it will be closed. The waiting list may be closed for one or more apartment sizes when the average wait exceeds 12 months.

When the waiting list is closed, Aloha Iā Halewilikō will advise potential applicants that it is closed and refuse to take additional applications. Aloha Iā Halewilikō will publish a notice stating that the waiting list is closed in a publication likely to be read by potential applicants. The notice will state why Aloha Iā Halewilikō refuses to accept additional applications.

When Aloha Iā Halewilikō agrees to accept applications again, the notice of this action will be announced in a publication likely to be read

by potential applicants in the same manner as the notification that the waiting list was closed.

Advertisements will include where and when to apply and will conform to the advertising and outreach activities described in the Marketing Plan for Aloha Iā Halewilikō.

## 18 Availability of Resident Selection Plan

The Resident Selection Plan (RSP) is available at the management office.

Any updates to the RSP will be sent by U.S. mail or email to everyone on the active waitlist. When the waitlist opens, the RSP will be given out with applications and can be requested from management.

## 19 Annual/Interim Recertification Requirements

All residents must be re-certified annually.

Residents are also required to report all interim changes to management that occur between annually scheduled recertifications.

## 20 Apartment Inspection Requirement

Before signing the lease, Aloha Iā Halewilikō and the resident must jointly inspect the apartment. The resident has 5 days to report any additional deficiencies to Aloha Iā Halewilikō for inclusion on the move-in inspection form.

Annual apartment inspections are performed by Aloha Iā Halewilikō. Agencies providing funding have the right to inspect the apartment to ensure the property is physically well-maintained and that the residents are provided with decent, safe, and sanitary housing.

Residents will receive prior written notification for all apartment inspections.

When a resident moves out, a final inspection will be completed. Residents are encouraged to attend the move-out inspection.

However, if the resident does not wish to participate in the final inspection, Aloha Iā Halewilikō management may conduct the inspection on its own.

## 21 Pets

Residents are permitted to keep common household pets in the dwelling apartment (subject to 24 CFR Part 243 provisions and the pet policy promulgated under 24 CFR Section 243.20). Service or Assistance animals are not considered pets and are not required to comply with the provisions of the Pet Policy. Service or Assistance animals are those animals specifically required to assist individuals with documented disabilities. Please notify Management if you require a Service or Assistance animal.

## 23 Parking Restriction

Aloha Iā Halewilikō includes 140 units and 95 parking spaces. Following the City and County of Honolulu parking requirements, parking spaces will be assigned chronological order of move-in to residents who own a vehicle. Once all parking spaces have been assigned, occupancy will be restricted to residents who do not own a vehicles.

## 24 Equal Housing Opportunity

Aloha Iā Halewilikō does not discriminate based on disability status in admission to, access to, treatment, or employment in its federally assisted programs and activities.

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