Arbor Lofts is a twenty-one (21) unit, family-friendly, affordable housing community in the heart of downtown Lancaster, CA that provides housing for extremely low, very low-, and low-income households. Every home feature four spacious bedrooms, airy vaulted ceilings, and private balconies or patios. Modern kitchens come fully equipped with a self-cleaning oven, microwave, dishwasher, and garbage disposal, while central air conditioning ensures year-round comfort.

Located just steps from shops, schools, parks, and transit, Arbor Lofts connects residents to the best of the neighborhood. Community amenities include elevator access, a landscaped central courtyard, resident parking, and an on-site laundry facility — everything you need, right at home.

Residents will be selected without regard to race, color, religion, sex, gender, gender identity and expression, familial status, national origin, citizenship status, immigrant status, primary language, marital status, ancestry, age, sexual orientation, disability, source of income (including receipt of Section 8 and other similar vouchers), genetic information, military or veteran status, arbitrary characteristics, or any other basis currently or subsequently prohibited by law.

Arbor Loft is an Equal-Opportunity Housing Facility, admitting people according to local, state, and federal Fair Housing laws and by the California Tax Credit Allocation Committee (CTCAC).

REASONABLE ACCOMMODATION

Individuals with a disability have the right to ask for and receive reasonable accommodation and to request auxiliary aids. Management staff operates and administers the property to enable persons with disabilities (physical and/or mental) to have equal access to participate in the program. Arbor Loft will ensure effective communications with applicants, residents, and the public to ensure that policies regarding how the property is operated do not adversely affect applicants, residents, and the public.

In determining whether to deny admission because of family members' action or failure to act, management will consider mitigating circumstances relating to a family member's disability and the effects of denial or termination of assistance with other family members who were not involved in the action or failure to act. If the family includes a person with a disability, management's decision concerning termination or denial is subject to consideration of reasonable accommodation by 24 CFR Part 8.

When a family member requires an accessible feature(s), policy modification, or other reasonable accommodation to accommodate a disability, Arbor Loft will provide and pay for the requested accommodation unless doing so would result in a fundamental alteration like the program or an undue financial and administrative burden.

A reasonable accommodation is a change, exception, or adjustment to a program, service, building, or dwelling unit that will allow a qualified person with a disability to:

- Participate fully in a program.
- Take advantage of a service.
- Live in a dwelling.

To show that the requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

The requirement to provide reasonable accommodation is always present throughout a person with disabilities' tenancy, including during lease enforcement. Reasonable Accommodation Request forms are available upon request from management but are not required to make a reasonable accommodation request.

The person named below has been designated to coordinate compliance with the non-discrimination requirements of the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR, part 8, dated June 2, 1988).

250 E. Olive Ave., STE 420

BURBANK, CALIFORNIA 91502

RICHARD.KENNEMER@EAHHOUSING.ORG (213) 468-8261 TDD (800) 735-2929

You may contact the TTY line for those with hearing impairment by calling the California Relay Service at 711.

In addition, you may request assistance with:

1. Explaining and filling out the application form.
2. Supportive documents are needed to complete your application.
3. Help with the appeal process.
4. Help with a reasonable accommodation.

Arbor Loft will conduct targeted marketing to Permanent Supportive Housing (PSH) populations, as described above. Arbor Loft will follow all applicable fair housing and non-discrimination legislation and regulations when conducting targeted marketing.

NON-SMOKING POLICY

Arbor Loft is designated a Non-Smoking property. Smoking is prohibited in all areas of the property, including the interiors of apartments and all indoor and outdoor common areas.

It is the resident's responsibility to inform their guests of the Non-Smoking Policy. Any violation of the Non-Smoking Policy will be deemed a material breach of the Rental Agreement and grounds for immediate termination of the Lease/Rental Agreement.

Arbor Loft's adoption of a Non-Smoking Policy does not make the Owner the guarantor of the residents' health or ensure that the property will be smoke-free. Still, management shall take reasonable steps to enforce this policy.

PRIVACY POLICY

Arbor Loft's policy is to guard the privacy of individuals conferred by the Federal Privacy Act of 1974 and ensure the protection of such individuals' records maintained by management.

Therefore, neither Arbor Loft nor its agents shall disclose any personal information in its records to any person or agency unless the individual about whom information is requested shall give written consent to such disclosure.

This privacy policy does not limit management's ability to collect information 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 on disability will be treated confidentially.

INCOME LIMITS

To qualify for a unit, the household's gross income must not exceed the maximum income limit per household size. To meet program requirements, people cannot pay more than the rent limits, less the utility allowance established for the project. Income minimums do not apply to applicants with tenant-based vouchers.

The income limits are designed to be consistent with the requirements of the financing programs and regulatory agreements governing the property.

All applicants must meet specific underwriting guidelines. This project is subject to the requirements of several funding sources. The attached information reflects these requirements to the best of management's knowledge but is subject to change if required for compliance with law, regulations, or policy changes.

The income maximums are attached and will be posted in the Arbor Loft Office.

METHODS FOR OBTAINING AND SUBMITTING APPLICATIONS

Applications will be made available for applicants to complete online via the EAH Housing website at EAHHousing.org. Online applications are strongly encouraged.

Prospective applicants may download a copy of the application, complete and return to:

Arbor Loft

661 West Lancaster Boulevard

Lancaster, CA 93534

Or call (661) 942-2600 and request a copy to be mailed to you.

Reasonable accommodation will be made for individuals with disabilities throughout this process, including for methods stated for obtaining and submitting applications.

For units designed as accessible for persons with mobility, visual, or hearing impairments, households containing at least one person with such impairment will have priority.

MOVE-IN APPLICATION PROCEDURES

Applicants at the top of the waiting list will receive a letter with instructions on completing the online move-in application. Arbor Loft management staff are available to assist with completing hardcopy and online applications.

Online applications are strongly encouraged. If you choose to complete a hardcopy move-in application, entries are to be made in ink or typed. Corrections or changes must be made by lining through the original entry and entering the correct data. Such changes must be dated and initialed by the person making the change.

The application must be completed and signed by the head of household and all household members 18 years of age and older before an applicant can be placed on the waiting list. If an application is not entirely answered, the date it is fully completed will be the date it is accepted for rental purposes. Applicants with a pending application will be encouraged to complete the application within 3 days. Management will assist with the application process. Apartments are offered on a first-qualified, first-offered basis. If the application remains incomplete after the 3 days of receiving a reminder notification, the move-in application will be closed. The applicant will return to the wait list or be removed if offered a second opportunity for housing.

APPLICATION PROCESSING STEPS

Applicant households at the top of the waitlist for each designated unit type will:

1. Complete a full application online or attend an in-person interview with a management staff member and complete a hard copy of the entire application. Online certifications are strongly recommended.
2. Submit proof of preference from one of the listed sections above if you claimed a preference on the application.
3. Each applicant must complete an application and be willing to submit a credit history, criminal background inquiry, and income and asset verifications. An Employment Verification fee of $9.95 will be charged to each adult applicant whose employment income can only be verified by a third party via The Work Number.

Applicants who fail to pay the Employment Verification Fee for the Work Number service will be denied due to “failure to cooperate with the certification process.

Arbor Loft management staff will complete the eligibility verification (e.g., verify income, conduct background checks, etc.). During the interview, Copies of current picture ID and social security card will be made, or you may upload these documents if you complete the process online.

Preferences

For units designed as accessible for persons with mobility, visual, or hearing impairments, households containing at least one person with such impairment will have priority.

Apartment Offer

Arbor Loft management staff will inform the applicant of denial or approval in writing. Applicants will be offered only one apartment. All offers will be confirmed in writing. Apartments are provided on a first-qualified, first-offered basis. If an applicant cannot accept an apartment during the building’s initial lease-up within three (3) days of the offer, the applicant will remain on the waiting list. Applicants who do not accept the second offer of a unit will be removed from the waiting list.

Prompt written notification will be sent to applicants found ineligible to occupy a unit of their ineligibility, the reason for the ineligibility, and their right to appeal this determination.

A reasonable accommodation request will be considered at the applicant’s/household’s request. In addition, with the applicant’s/household’s approval, the referring case manager will be allowed to appeal any application denial based on information obtained from criminal record checks. However, all applicants will have to demonstrate that they meet program requirements.

VERIFICATION (ALL CATEGORIES)

Applicant interviews will be completed through the property management online portal or held in person to obtain signed verification forms for all income and asset information. During the interview, applicants will complete a Tenant Income Certification Questionnaire listing income, asset sources, and amounts. All adult household members may be asked to

sign forms sent out to a 3rd party to verify information provided on the application (e.g., income and asset information) before any offer to rent a unit.

All applicants will be required to comply with and cooperate with third-party verification requirements. It is the applicant's responsibility to provide the information that will enable management to complete and receive the necessary verification in a reasonable time.

All income and assets will be verified via third-party confirmation, i.e., a verification form completed by the employer, a verification form completed by a financial institution, etc. In addition to the third-party verification, applicants must submit specific second-party verification documentation, such as three (3) months consecutive paystubs, current bank statements, etc.

If applicants meet the eligibility criteria detailed in the Resident Selection Plan, they will receive an approval and offer letter. The letter will include a scheduled appointment date and time to sign the completed Tenant Income Certification (TIC) and a rental lease agreement. Move-in costs will also be included.

Employment Verification – The Work Number: At initial move-in into a tax credit unit, HCD policy (if applicable) requires that all tenant files contain 3rd party verification for all wage earners in the form of a Verification of Employment (VOE) along with 3 months of recent consecutive paystubs. HCD (if applicable) requires a Verification of Employment (VOE) for all initial applicants, including wage earners, which can only be verified via the Work Number.

During Annual Recertification, we are no longer required to supply a VOE from the Work Number as long as 3 months of recent consecutive paystubs are included in the file.

Income calculations are based on the household's annual gross (anticipated) income for the twelve (12) months following the anticipated move-in date. Gross yearly income also includes income from all assets.

Upon initial occupancy, the tenant's income cannot exceed the area median income limit for household size as published annually by the U.S. Department of Housing and Urban Development (HUD) and California Tax Credit Allocation Committee (TCAC).

Households that still need to meet the eligibility requirement of the Resident Selection Plan will receive a letter of denial for housing. Applicants who receive a denial letter have the right to appeal the decision. All other applicants will remain on the list until a unit is available and the household reaches the top. For exceptions, please also refer to the section regarding the periodic Purging of the Waiting list.

Each applicant must complete an application and be willing to submit a credit history, criminal background inquiry, and income and asset verifications. A copy of the applicant's credit report will be sent to applicants who request a copy.

UNIT TRANSFER POLICY

A Unit Transfer List is maintained for those residents who have been approved for transfer. Assignments of apartments will alternate between residents on the unit transfer list and applicants from the waiting list. With the exception that transfers for medical reasons will take priority over transfers for changes in household size. Accessible units will be offered first to those who need these features.

OCCUPANCY STANDARDS

Occupancy standards are the criteria for matching a household with the most appropriate size and apartment type. HCD's occupancy guidelines will be followed to avoid under, or over-utilization of the units as follows:

General Affordable Housing Standards

Bedroom Size	Minimum Occupancy	Maximum Occupancy
4 – Bdrm	4	9

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

- All full-time members of the household, and
- Live-in attendants.
- Foster children
- Unborn children
- Children in the process of adoption.

Management will annually recertify household size for all units. If, at the time of recertification, a resident's household size has changed and no longer meets the occupancy standards under HCD's occupancy standards (if applicable), management may require the resident's household to move to the next available appropriately sized unit.

Households that no longer meet the occupancy standards for the unit will be placed on an in-house transfer list and moved to the next available appropriately sized unit in chronological order.

VIOLENCE AGAINST WOMEN ACT OF 2013

The Violence Against Women Act protects victims against eviction or denial of housing based on domestic violence, dating violence, sexual assault, and stalking. 2013, Congress expanded housing protections by covering additional federal housing programs. The Act offers the following protections:

- An applicant's or program participant's status as a victim of domestic violence, dating violence, sexual assault, and stalking is not a basis for denial of admission if the applicant otherwise qualifies for admission.
- This must support or assist victims of domestic violence, dating violence, sexual assault, and stalking. It must protect victims, as well as members of their families, from being denied housing or from losing their HUD-assisted housing.
- An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, and stalking will not be construed 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.
- 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.
- 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 a lawful tenant, if he/she engages in a criminal act of physical violence against family members or others, he/she stands to be evicted, removed, or have his/her occupancy rights terminated. This action allows the victim, a tenant or a lawful occupant, to remain.
- The provisions protecting victims of domestic violence, dating violence, sexual assault, and stalking engaged in by a member of the household may not be construed to limit Arbor Loft, when notified, from honoring various court orders issued to either protect the victim or address the distribution of property in case a family breaks up.
- The authority to evict or terminate assistance is not limited to a victim who commits unrelated criminal activity. Furthermore, if Arbor Loft can show an actual and imminent threat to other tenants or those employed at or providing service to the property if an unlawful tenant's residency is not terminated, then evicting a victim is an option, the VAWA notwithstanding. Arbor Loft will not subject victims to more demanding standards than other tenants.

The VAWA protections shall not supersede any provision of any federal, state, or local law that provides more excellent protection for victims of domestic violence, dating violence, sexual assault, and stalking. The laws offering greater protection are applied in instances 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.

Nonretaliation

The owner will not discriminate against anyone who has opposed any act or practice made unlawful by the Violence Against Women Act or who testified, assisted, or participated in any matter related to the Violence Against Women Act or a
VAWA crime.

Noncoercion

The owner shall not coerce, intimidate, threaten, interfere with, or retaliate against any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any rights or protections under the Violence Against Women Act including:

- Intimidating or threatening any person because that person is assisting or encouraging a person entitled to claim the rights or protections under
  the VAWA.
- Retaliating against any person because that person has participated in any investigation or action to enforce the Violence Against Women Act.

Protection to Report Crimes from Home

Owner, residents, occupants, service providers, guests, and applicants:

- Shall have the right to seek law enforcement or emergency assistance on their behalf or behalf of another person in need of help and
- They shall not be penalized based on their requests for assistance or criminal activity of which they are a victim or otherwise not at fault under statutes, ordinances, regulations, or policies adopted or enforced by covered governmental entities.

Prohibited penalties include:

a. Actual or threatened assessment of monetary or criminal penalties, fines, or fees.
b. Actual or threatened eviction.
c. Actual or threatened refusal to rent or renew tenancy.
d. Actual or threatened refusal to issue occupancy permit or landlord permit.
e. Actual or threatened closure of the property, or designation of the property as a nuisance or a similarly negative designation.

Termination of Tenancy or Assistance

The VAWA allows owners to deny, evict, or terminate assistance for violations unrelated to domestic violence, dating violence, sexual assault, or stalking.

The owner will not subject the resident/applicant, who is a survivor of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is a survivor of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other resident/applicants in determining whether to evict or terminate assistance.

The VAWA does not limit an owner's authority to deny, terminate assistance to, or evict a resident or applicant under a covered housing program when the owner can demonstrate an actual and imminent threat (to other resident/applicants or those employed at or providing service to property of the covered housing provider) would be present if that resident/applicant or lawful occupant is not evicted/terminated. In this context, words, gestures, actions, or other indicators will be considered an "actual and imminent threat" if they meet the standards provided in the definition of ''actual and imminent threat."

Determinations about the presence of imminent danger will not be based on stereotypes. Instead, they will be tailored to individual residents' concerns.

The owner will take into account individual circumstances when deciding to terminate the tenancy; such circumstances might include, among other things, the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, and whether the leaseholder, if not the wrongdoer, took all feasible steps to prevent the offending action from occurring and has removed the offending person from the lease or otherwise banned the offending person from the premises in the future.

Any eviction or termination of assistance will be initiated only when no other actions can be taken to reduce or eliminate the threat. Examples of such action include, but are not limited to:

Transferring the survivor to a different unit when doing so would reduce or eliminate the threat. Also see Addendum A for information about VAWA emergency transfers.

Barring the perpetrator from the property.

Contacting law enforcement to increase police presence.

Develop other plans to keep the property safe.

Seeking other legal remedies to prevent the perpetrator from acting on a threat.

Lease Addendum

The HUD approves the lease addendum, which will be implemented and provided per HUD guidance.

VAWA Emergency Transfers

The owner is concerned about the safety of residents and applicants, and such concern extends to residents and applicants who are survivors of domestic violence, dating violence, sexual assault, or stalking, which are collectively referred to as VAWA crimes. The owner has developed a VAWA Emergency Transfer (VET) Plan that allows survivors of VAWA crimes or people associated with survivors of VAWA crimes to request a VET. Please refer to the property's VAWA and VET policies for more detailed information.

Internal VAWA Emergency Transfer refers to an emergency relocation of a resident to another unit where the resident would not be categorized as a new applicant (usually referred to as a unit transfer); that is, the resident may reside in the new unit without having to undergo an application process. If a unit is available, the resident must be eligible for the unit based on the requirements set forth by the governing agency. The resident should discuss unit transfer eligibility requirements with the owner and/or property staff to understand the requirements fully.

When a resident qualifies for an internal VAWA Emergency Transfer, and when no unit is immediately available (vacant and ready for occupancy), the owner will add the resident to the property's waiting list with a preference. The resident may remain on the property waiting list even if the resident decides to pursue an External VAWA Emergency Transfer.

External VAWA Emergency Transfer refers to an emergency relocation of a resident to another unit where the resident would be categorized as a new applicant; that is, the resident must undergo, apply, and be eligible to reside in the new unit. The applicant may be required to meet the eligibility

requirements and/or screening requirements set forth by the agencies governing the housing program and the property's owner.
Safe unit refers to a unit that the survivor of domestic violence, dating violence, sexual assault, or stalking believes is safe.

GROUNDS FOR DENIAL

- Total family income exceeds the applicable income limits published by HUD or does not meet the minimum income limit. (not applicable for subsidized units or voucher holders)
- Households cannot pay the full security deposit at move-in.
- The household refuses to accept the second offer of an apartment.
- Households fail to respond to interview letters or otherwise fail to cooperate with the certification process, including failing to sign consent forms.
- ANY adult household member fails to attend an eligibility interview.
- Blatant disrespect or disruptive behavior toward management, the property, or other residents exhibited by an applicant or family member at any time before move-in.
- The applicant has failed to provide adequate income verification, or we are unable to verify income and/or income sources adequately.
- Providing or submitting false or untrue information on your application or failing to cooperate with the verification process.

The unit assignment will NOT be the family's sole place of residency. Qualification for a unit includes occupying it continuously and as a primary residence. Residents may not be absent from the unit for more than 60 consecutive days or for longer than 180 continuous days for medical reasons.

CREDIT

Credit checks will not be performed. Credit history is not a screening criterion for housing at Arbor Lofts.

CRIMINAL AND RENTAL HISTORY

The lookback period for criminal felony convictions is three years. The following will be used as a basis for denial:

a. Serious felony convictions involving murder, manslaughter, arson, rape, kidnapping, child sex crimes in the past three years.
b. Threatening or violent engagement acts or behavior against management staff, agents, or residents on the premises.
c. Destruction or vandalism of the dwelling units or premises.

Criminal Screening

Screening is performed reasonably, consistently, and compliant with fair housing laws. It helps ensure that households admitted to a property abide by the lease terms, pay rent on time, take care of the property and unit, and allow all residents to enjoy their homes peacefully.

This includes, but is not limited to, live-in aides, security/police officers, or additional household members wishing to move in after the initial move-in. Certain exceptions apply to children and minors. The current screening guidelines for when the new household member applies will be used to determine eligibility for admission.

If management cannot complete the required criminal screening because the applicant failed to provide the necessary information or release forms, the applicant's household will be denied.

If a resident or applicant has requested VAWA protections and such protections have been justified based on owner investigation, the alleged abuser/perpetrator will not be approved to live on the property.

Rental History

If any member of the applicant household has been evicted from any property owned or managed by EAH for lease violations, that applicant household will be denied.

Management will not review rental history directly with landlords indicated on the application. Management will review information provided through automated databases including eviction databases. If any member of the applicant household has been evicted from any property, for lease violations, within the last three (3) years, the applicant household will be denied.

Consideration of Extenuating Circumstances

In deciding whether to exercise discretion to admit an individual or applicant family that has engaged in prohibited criminal activity, the owner will, upon request, consider all of the circumstances relevant to the particular admission or eviction decision, including but not limited to the seriousness of the offending action; the effect that denial of the entire applicant family would have on family members not involved in the criminal activity; and the extent to which the applicant has taken all reasonable steps to prevent or mitigate the criminal activity.

Additionally, when explicitly considering whether to deny admission for illegal drug use by a household member who is no longer engaged in such activity, the owner will, upon request, consider whether the household member is participating in or has completed a drug rehabilitation program, or has otherwise been rehabilitated successfully.

GRIEVANCE/APPEAL PROCESS

Failure to meet one or more screening criteria may be grounds for denial. However, each application is considered a whole, and the above factors are considered part of a weighted formula. If the applicants fail to meet the screening criteria, they will receive a written notice indicating they have the right to appeal the decision. This notice must indicate that the applicant has 14 days to dispute the decision.

An appeal meeting with the Property Supervisor or the Compliance staff will be held within ten business days of receipt of the applicant's request.

Within five days of the appeal meeting, the property will advise the applicant in writing of the final decision regarding eligibility.

Apartments will not be held for those applicants in the appeal process.

ADMINISTRATION OF WAITING LIST

The property is required to maintain a Waiting List of all eligible applicants. Applicants must be placed on the Waiting List and selected from it even in situations where there are vacancies, and the application is processed upon receipt. This procedure is necessary to ensure the complete and accurate processing of all documentation for all applicants.

The property has one Waiting List established and maintained in lottery ranking order, then based on the date and time of receipt of the Application when the waiting list is reopened. **The waiting list contains the following information for each applicant:**

- Applicant Name
- Address and/or Contact Information
- Phone Number(s)
- Unit Type/Size
- Household Composition
- Preference/Accessibility requirements
- Income level
- Date/ Time of Application (re-open)

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

Applicants will have the opportunity to decline the first apartment offered and retain their place on the waiting list. If they decline the offer of the next available unit, they will be removed from the waiting list.

PURGING THE WAITING LIST

The waiting list 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 Waiting List. The applicant is responsible for maintaining a current address with the office to receive waitlist correspondence. Any correspondence returned undeliverable will result in an application being removed from the waitlist.

OPENING/CLOSING OF WAITING LIST

Our marketing plan contains the advertising methods used to announce the opening and closing of the Waiting List.

AVAILABILITY OF RESIDENT SELECTION PLAN

The Resident Selection Plan shall be posted in a conspicuous and public area. Changes to the Plan will be sent via U.S. mail to all persons on the active Waiting List. When the Waiting

List opens, the Resident Selection Plan will be distributed with applications and available at management's request.

ANNUAL RECERTIFICATION REQUIREMENTS

All residents must recertify annually. Proposed changes in household composition and student status must be reported to management immediately.

Interim Recertification

The resident's family composition, income, and expenses are reviewed annually.

Residents must report changes between Annual Recertifications. Changes that result in the removal of a member must be reported within ten days.

Adding a new resident must be approved before the new member moves into the unit. Failure to notify the owner/agent before a new member is added is a material lease violation and may result in termination of tenancy.

Verification

Management will obtain verifications in compliance with requirements set forth by CTCAC. After the preliminary eligibility determination, no decision to approve a Pre-Application or Application shall be made until the information provided on the Pre-Application or Application form and during subsequent interviews has been collected.

All information about the following items must be verified as described in these procedures.

Information to be Verified

Information to be verified includes, but is not limited to:

- Eligibility for Admission
  - Income
  - Assets and Asset Income
  - Identification
  - Household Composition
  - Student Status
  - Criminal History

Rental/Residence History

The Need for an Accessible Unit

Methods of Verification

Verifications will be attempted as follows:

Written, third-party verification from the source, also known as "tenant-provided verification." An original or authentic document generated by a third-party source dated within 120 days of the date received by the owner. A statement for the appropriate benefit year is acceptable documentation for fixed-income sources. Owners may also accept third-party verification directly from the verification source. For example, owners may, but are not required to, obtain verification of disability directly from a medical care provider (e.g., physician, physical therapist, etc.) or may accept a letter provided by the provider to the resident.

Written Third-party Verification Form.

Self-Affidavit Forms

Period for Verification

Verified information less than 120 days old may be used for verification.

UNIT INSPECTION REQUIREMENT

Before signing the lease, Arbor Loft and the resident must jointly inspect the unit. The resident has five days to report any additional deficiencies to Arbor Loft, which will be noted on the move-in inspection form.

Arbor Loft performs annual unit inspections. Agencies providing funding have the right to inspect the unit 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 unit 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, Arbor Loft management may conduct the inspection alone.

PETS

The Pet-Friendly Housing Act of 2017 (Health and Safety Code, div. 31, pt. 2, Ch 2, Section 50466) requires each housing development be financed on or after January 1, 2018, under

Division 31 of the Health and Safety Code, to authorize a resident of the housing development to own or otherwise maintain one or more common household pets within the resident's dwelling unit, subject to applicable state laws and local government ordinances related to public health, animal control, and animal anticruelty.

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 specifically required to assist individuals with documented disabilities. Please notify management if you need a Service or Assistance animal.

EQUAL HOUSING OPPORTUNITY

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

EMERGENCY TRANSFERS

Arbor Loft is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking.

In accordance with the VAWA, Arbor Loft allows residents who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of Arbor Loft to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether Silver Oak has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees Arbor Loft's subsidy programs to ensure they are in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L, is eligible for an emergency transfer if:

- The tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit.
- The tenant may transfer if they face imminent harm from violence or if they are a victim of sexual assault that occurred on the premises within the past 90 days.

A tenant requesting an emergency transfer must expressly request the transfer using the procedures described in this plan.

Tenants not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request

To request an emergency transfer, tenants must notify Arbor Loft's management office and submit a written request. If not previously provided, documentation of domestic violence, dating violence, sexual assault, or stalking must be included. Reasonable accommodations will be provided for individuals with disabilities.

The tenant's written request for an emergency transfer should include either:

- A statement expressing that the tenant believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under Lightfighter Village's program.
- A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Acceptable documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking must be provided if the tenant has not provided such documentation.
Acceptable documentation includes any one of the following forms of verification:

- A complete HUD-approved certification Form 5-382.
- A document:
  - Signed by the resident and an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional, or a mental health professional (collectively, "professional") from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse.
  - That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under this subpart and that the incident meets the applicable

definition of domestic violence, dating violence, sexual assault, or stalking under 24 C.F.R. § 5.2003.

A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency.

At the discretion of Arbor Loft, the resident should provide a statement or other evidence.

If Arbor Loft receives conflicting evidence of domestic violence, dating violence, sexual assault, or stalking (e.g., certification forms from household members accusing each other), it may request third-party documentation within 30 days to resolve the conflict. Failure to provide this documentation may result in denial of protections under this notice.

Confidentiality

Arbor Loft will keep confidential any information that the tenant submits in requesting an emergency transfer and information about the emergency transfer unless the tenant gives Arbor Loft written permission to release the information on a time-limited basis or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act for All Tenants for more information about Arbor Loft's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Internal Emergency Transfer Timing and Availability

Internal emergency transfers refer to an emergency relocation of a resident to another unit where the resident would not be categorized as a new applicant. The resident may reside in the new unit without undergoing an application process. Internal emergency transfers are only available within the community in which the tenant is living.

Arbor Loft cannot guarantee that a transfer request will be approved or how long it will take to process it. However, Arbor Loft will act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to the availability and safety of the unit. Transfers for these reasons will take priority over all other transfer requests, including those made to accommodate a disability and to address over- or under-utilization of a unit.

If a tenant believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. Arbor Loft may

be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.
If an internal safe unit is not immediately available, a tenant is allowed to seek an internal and external emergency transfer concurrently.

External Emergency Transfers

External emergency transfers refer to an emergency relocation of a resident to another unit where the tenant would be categorized as a new applicant. The tenant must apply to reside in the new unit.

While EAH Housing may manage other communities within the area, each is (1) owned by different entities, which are the actual housing providers at those communities for whom EAH Housing is acting as an agent, (2) has its wait lists, and (3) is subject to its regulatory agreements. As such, except in rare circumstances where the Owner owns another community, EAH Housing must process transfers to other communities, even those managed by Arbor Loft, as external transfers. In most circumstances, Arbor Loft cannot prioritize such external transfers even if Arbor Loft manages the property or EAH Housing manages the property for the other owner. External transfers will require the transferring tenant to go on any pending waitlist in the same position as any other new applicant at the other property.

Additional Assistance

If Arbor Loft lacks safe, available units for an eligible tenant in need, it will help the tenant find other housing providers with suitable options.

At the tenant's request, Arbor Loft will also assist tenants in contacting the local organizations aiding victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Tenants

The transfer and the actual transfer are pending processing, and the tenant is urged to take all reasonable precautions to be safe if it is approved and occurs.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at (800) 799-7233 or a local domestic violence shelter for assistance in creating a safety plan. That hotline can be accessed for persons with hearing impairments by calling (800) 787-3224 (TTY).

Tenants affected by sexual assault can call the National Sexual Assault Hotline at
(800) 656-HOPE or visit Rainn.org.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at Victimsofcrime.org.