Birch Street Apartments

916 Birch Street Apartments, Honolulu, HI 96814
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BSA-management@eahhousing.org

RESIDENT SELECTION PLAN

Birch Street Apartments is a 52-apartments, multi-family community in Honolulu, HI that provides housing for 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 or HIV status.

Birch Street Apartments will make reasonable accommodations to individuals whose disability so requires. Reasonable Accommodation Request forms are available upon request from management. Birch Street Apartments is an Equal Housing Opportunity Housing Facility, admitting people in accordance with Local, State, and Federal Housing laws, the Low-Income Housing Tax Credit Program (LIHTC), and the State of Hawaii Rental Housing Trust Fund (RHTF) program.

Birch Street Apartments

	2 bedroom
60%	52
Totals	52

NON-SMOKING POLICY

Birch Street Apartments 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.

It is the residents' 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.

Birch Street Apartments'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.

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 Birch Street Apartments 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.*

APPLICATION FEES APPLY

An application fee of $35 per adult household member will apply. Application fees will not be collected until an applicant is being considered for placement. The application fee is to help cover our cost of conducting the credit and criminal background inquiries.

An application fee(s) (per adult to occupy the apartment) is required at the time an application is processed to determine eligibility. A holding deposit of $200 will be collected once an apartment is offered. These funds must be in the form of a cashier's check or money order. The holding deposit will be applied to your Security Deposit and or first month's rent if your application is approved and you move in on your scheduled move-in day. If you rescind your application within three (3) days of the date the holding deposit was paid, your holding deposit will be reimbursed within 21 business days. If you cancel after the initial 3 days for any reason your holding deposit will be forfeited. The application fee is non-refundable.

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

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 www.eahhousing.org/apartments/birch-street-apartments to complete your application.

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

When a completed application is received, the application will then be logged by the date and time received and placed on the appropriate waiting list. When a vacancy at the property exists or is expected within the next ninety (90) days, the verification-selection process will begin immediately for the next applicant on the appropriate waiting list in regard to income, assets, and eligible program for certification.

PREFERENCES

Preferences will be used on a continuous basis in the selection of applicants. However, the policy of the Property is that a preference does not guarantee admission. Every applicant must still meet the Property's Resident Selection Plan standards for acceptance as a resident.

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 priority.

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 at all times 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.

APARTMENT TRANSFER POLICY

An Apartment Transfer List is maintained for those residents who have been approved for transfer on the basis of a disability or 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 Waiting List.

In order to transfer to another building in the property, the family must meet the initial eligibility requirements of the LIHTC program or the transfer will not be allowed.

OCCUPANCY GUIDELINES

Occupancy guidelines are the criteria established for matching a household with the most appropriate size and type of apartment. The following occupancy guidelines will be followed to avoid overutilization of the apartments as follows:

Bedroom Size	Household Minimum	Household Maximum
2	2	5

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, and
2. Live-in attendants.
3. Foster children
4. Unborn children
5. Children in the process of adoption.

NOTE: Live-in attendants are subject to the criminal and landlord provisions of this plan with the exception of criteria that determines ability to pay rent.

The fee to run a criminal background check is currently $20 per live-in attendant.

EQUAL HOUSING OPPORTUNITY

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 by covering additional federal housing programs, including the Low-Income Housing Tax Credit program ("LIHTC"). VAWA offers the following protections:

1. 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.

2. 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.

3. 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.

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" in order to remove an offending household member from the home. Whether or not the individual is a signatory to the lease and 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 is taken while allowing the victim, who is a tenant or a lawful occupant, to remain.

6. 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 Birch Street Apartments, 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.

7. The authority to evict or terminate assistance is not limited with respect to a victim who commits unrelated criminal activity. Furthermore, if Birch Street Apartments 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. Ultimately, Birch Street Apartments 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 greater 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 being denied or at the time of move-in.

GROUNDS FOR REJECTION

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 to accept the second offer of an apartment.
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 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 at any time prior to move-in (or a demonstrable history of such behavior).
7. Household is comprised entirely of full-time students and does not meet the exception outlined in Section 42 of the IRC.
8. Applicant failed to provide adequate verification of income or we are unable to adequately verify income and/or income sources.
9. Providing or submitting false or untrue information on your application or failure to cooperate in any way with the verification process.

EQUAL HOUSING OPPORTUNITY

10. Apartment assignment will NOT be the family's sole place of residency. **Qualification for an apartment includes occupying the apartment on a continuous basis and 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.**

LANDLORD REFERENCE

11. Negative landlord references that indicate lease violation, disturbing the peace, harassment, poor housekeeping, improper conduct or other negative references against the household.
12. Evictions reported in the last 5 years.
13. History of late payment of rent that demonstrates more than 2 late payments of rent in a six-month period for the past two years. More than 1 NSF in a one-year period.
14. Any evidence of illegal activity including drugs, gangs, etc.
15. Inappropriate household size for the apartment available (see Occupancy Standards)

CREDIT

Please see the attached credit criteria.

CRIMINAL

Anyone convicted of a felony in the last five (5) years and one (1) year following release from incarceration for a violent criminal activity or of a sex-related crime.

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 considered as part of a weighted formula. Should the applicants fail to meet the screening criteria, they will receive a notice in writing indicating that 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 will be held within 10 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 applicants who submit a completed application. Applicants must be placed on the waiting list and selected from the waiting list 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 that is established and maintained in chronological order based on the date and time of receipt of the Preliminary Application. The waiting list 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 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. Should the applicant decline the offer of the next available apartment, 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, which will request updated information and ask about their continued interest. This letter must be returned within the specified time or their application will be removed from the waiting list. It is the responsibility of the applicant to maintain a current address with the office in order to receive waiting list correspondence. Any correspondence returned undeliverable will result in an application being removed from the waitlist.

EQUAL HOUSING OPPORTUNITY

OPENING/CLOSING OF WAITING LIST

Birch Street Apartments will monitor the vacancies and waiting list regularly to ensure that there are enough applicants to fill the vacancies. Once the wait on the waitlist has been determined to exceed a 12-month wait, the waitlist will be closed.

The waiting list may be closed for one or more apartment sizes when the average wait is longer than 12 months. When the waiting list is closed, Birch Street Apartments will advise potential applicants that the waiting list is closed and refuse to take additional applications. Birch Street Apartments 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 the reasons for Birch Street Apartments's refusal to accept additional applications.

When Birch Street Apartments 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 Birch Street Apartments.

AVAILABILITY OF RESIDENT SELECTION PLAN

The Resident Selection Plan is available in the management office. 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 are available by request from management.

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 re-certifications.

APARTMENT INSPECTION REQUIREMENT

Before signing the lease, Birch Street Apartments and the resident must jointly inspect the apartment. The resident has five days to report any additional deficiencies to Birch Street Apartments to be noted on the move-in inspection form.

Annual apartment inspections are performed by Birch Street Apartments. 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, Birch Street Apartments management may conduct the inspection alone.

PETS

No pets of any description are allowed on the property. SERVICE or ASSISTIVE animals are not considered pets and are not required to comply with the provisions of the Pet Policy. Service or Assistive animals are those animals specifically required to assist individuals with documented disabilities. Please notify Management if you require a Service or Assistive animal.

EQUAL HOUSING OPPORTUNITY

Birch Street Apartments does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally-assisted programs and activities.

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A roof is just the beginning

EAH HOUSING
A NON-PROFIT HOUSING CORPORATION

Expanding the range of opportunities for all by developing, managing and promoting quality affordable housing and diverse communities since 1968.
Birch Street Apartments is an equal opportunity housing provider.



EQUAL HOUSING OPPORTUNITY

Birch Street Move-In Qualification Sheet Effective 11-14-2024

Unit Type & Area Median Income (AMI) Designation	Minimum Income (2 times of 12 mo.max rent)	Maximum Income (Most Restrictive)	Rent (Net)
2br 60% AMI	$40,464	$58,500 (1 Person)* $66,840 (2 Persons) $75,180 (3 Persons) $83,520 (4 Persons) $90,240 (5 Persons)	$1,686

* Compliance Approval Required