# Kaniko'o Phase II

4215 Hoala St. Lihue, HI 96766
Ph/Fx: (808) 726-2888 | TDD: (877) 447-5991
RC-management@eahhousing.org

EAH HOUSING

Kaniko`o Phase 2 is a 30 unit, senior community in Lihue, HI that provides housing for very 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.

Kaniko`o Phase 2 is a planned senior community with facilities designed specifically for senior living. To qualify for a unit at Kaniko`o Phase 2, applicants and all household members must be aged 62 years or older.

Kaniko`o Phase 2 will make reasonable accommodations to individuals whose disability so requires. Reasonable Accommodation Request forms are available upon request from management. Kaniko`o Phase 2 is an Equal Housing Opportunity Housing Facility, admitting people in accordance with Local, State and Federal Housing laws, the HUD HOME program, and the Low Income Housing Tax Credit (LIHTC) Program.

## Occupancy Guidelines

| Bedroom Size | Household Minimum | Household Maximum |
|---|---|---|
| 1 | 1 | 2 |
| 2 | 2 | 4 |

## Pet Policy

Residents are permitted to keep common household pets in the dwelling unit (subject to the provisions in 24 CFR Part 243 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.

HI Lic. RB-16985
CA Lic. #00853495

EAH HOUSING
A roof is just the beginning

# Resident Selection Plan

This Property provides housing for families and persons without regard to race, color, sex, creed, religion, national origin, physical or mental disability status, familial status, age, ancestry, marital status, source of income, actual or perceived sexual orientation or preference, gender identity or any other arbitrary personal characteristics.

This Property is an Equal Housing Opportunity Facility, admitting individuals and families in accordance with Local, State and Federal Fair Housing laws, the Affirmative Fair Housing and Marketing Plan (AFHMP) and in accordance with applicable program regulations of the Internal Revenue Service's Low-Income Housing Tax Credit (LIHTC) program and any applicable state or local housing agency requirements.

## Non-Smoking Policy

This Property 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.

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.

This Property'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.

## Limited English Proficiency

This Property will, as part of its obligations, take reasonable steps to ensure meaningful access to the Development and its programs by persons with Limited English Proficiency (LEP), those Oral Language Services (i.e. Interpretation) and HUD provided written translated documents (i.e. Translation) that may be required in connection with the implementation of this Plan.

## Privacy Policy

It is the policy of this Property to guard the privacy of individuals conferred by the Federal Privacy Act of 1974 and ensure the protection of such individuals' records maintained by this Property.

Therefore, neither this Property nor its agents shall disclose any personal information contained 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 in no way limits this Property's ability to collect such information as it may need to determine eligibility, compute rent, or determine an applicant's suitability for tenancy.

Consistent with the intent of Section 504 of the Rehabilitation Act of 1973, any information obtained on disability will be treated confidentially.

## Income Limits

To qualify for a unit, 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 will be posted in the Management Office.

## Application Procedures

Applications will only be distributed when the Waitlist is open.
Applications will not be distributed when the Waitlist is closed.

Applications are available in the office during normal business hours or online. 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.

The application must be completed and signed by the head of household and all household members aged 18 or older before an applicant can be placed on the waiting list. If an application is not fully answered, the date it is completed will be the date the application is considered accepted for rental purposes.

When a completed application is received, it will be logged by date and time of receipt and placed on the waiting list for selection. When a vacancy at the property exists or is expected within the next one hundred and twenty (120) days, the verification-selection process will begin immediately for the next applicant on the waiting list regarding income, assets, and eligible program allowances for certification and the Property's references for selection or denial.

## Screening Fees

An application screening fee of $24.00 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 $24.00, which is comprised of the following components:

1. **Actual Cost of Screening Reports – $24.00**
    - $7.00 – Premium National Criminal Screening
    - $14.00 – Hawaii Statewide Criminal Screening
    - $2.00 – Civil Court Screening
    - $1.00 – Rental History Screening
    - $0.00 – Supplemental County/State Screening (Actual cost to Landlord: $6.00)
    - $0.00 – Work # - Affordable (Actual cost to Landlord: $6.00)

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.

**Participants of the Section 8 program are exempt from the application fee*

## Employment Verification – The Work Number (TWN)

At initial move-in, all resident files must contain third-party verification of employment income for all wage earners. This includes a completed Verification of Employment (VOE) and a minimum of six (6) recent, consecutive paystubs. For applicants whose employment income can only be verified through third-party verification systems such as The Work Number (TWN), a VOE must still be obtained and retained in the resident file in addition to available pay documentation.

During annual recertification, a VOE is not required if the resident provides at least six (6) recent, consecutive paystubs that adequately support anticipated income. If the resident is unable to provide sufficient pay documentation, third-party verification, including use of systems such as TWN, must be obtained to verify income.

All income verifications must be maintained in the resident file and support the income reflected on the certification in accordance with applicable program requirements and company policy.

## Preferences

Every applicant must meet the Property's Resident Selection Plan standards for acceptance as a resident.

It is the policy of this Property 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 units accessible to or adaptable for persons with mobility, visual, or hearing impairments, households containing at least one person with such an impairment will have priority. These units will be offered first to current residents, then to applicants who have noted the need for such features on their applications, in the order they appear on the waitlist.

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

## Administration of the Waitlist

The property is required to maintain a Waitlist of all eligible applicants. Applicants must be placed on the Waiting List 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 Waiting List, established and maintained in chronological order by 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. Unit 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 waiting list. Should the applicant decline the offer of the next available unit, they will be removed from the waiting list.

## Purging the Waitlist

The Waitlist will be purged annually to ensure that applicant information is current and that any names that should no longer be on the list are removed. 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. 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.

The advertising methods used to announce the opening and closing of the Waiting List are outlined in our Affirmative Fair Housing Marketing Plan (AFHMP). A copy of this plan is available by request from the site manager.

## Unit Transfer Policy

A Unit Transfer List is maintained and processed in the following priority order for those residents who have been approved for transfer to another unit:

- A victim of domestic violence, dating violence, sexual assault, or stalking.
- To accommodate a disability (a medical reason certified by a third-party professional or a need for an accessible unit).
- To address over-or under-utilization of a unit (a change in household size or household composition).
- A deeper subsidy (Section 8)

This Property cannot guarantee that a transfer request will be approved or how long it will take to process. This Property will, however, 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 a 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.

Residents occupying units modified for accessibility for persons with disabilities that do not meet the definition of a disabled household will be transferred to a vacant, non-modified unit if a household with members meeting the definition of a disabled household and requiring the features of the accessible unit applies for housing and meets the eligibility criteria for this Property.

Residents on the apartment transfer list will have priority over applicants on the waiting list. To transfer to another building on the property, the family must meet the initial eligibility requirements of the LIHTC program; otherwise, the transfer will not be allowed.

## Occupancy Standards

Occupancy standards are the criteria used to match a household with the most appropriate apartment size and type. “Two plus one” occupancy guidelines will be followed to avoid under- or over-utilization of the units as follows:

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 and Children in the process of adoption

Note: Live-in attendants are subject to the criminal provisions of this plan, except for the criteria that determine the ability to pay rent.

Exceptions to these Occupancy Standards may be made when required as a reasonable accommodation for a disabled household member.

## Grounds for Denial

1. Total family income exceeds the applicable HUD income limits or does not meet the minimum income limit.
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 who fail to attend the eligibility interview.
6. The household is composed entirely of full-time students and does not meet the exception outlined in Section 42 of the IRC.
7. 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).

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. Unit assignment will NOT be the family's sole place of residency. Qualification for a unit includes occupying it continuously 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.
11. Family members fail to provide proof of a Social Security number
12. Inappropriate household size for the unit available. (see Occupancy Standards)
13. Any evidence of illegal activity including but not limited to drugs, gangs, etc.

## Grievance/Appeal Process

Failure to meet one or more of the foregoing screening criteria may be grounds for denial, 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 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 or the Compliance staff 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.

## Availability of Resident Selection Plan

The Resident Selection Plan (RSP) shall be posted in a conspicuous and public area at the site. Changes to the Plan will be sent via email or U.S. mail to all persons on the active waitlist. When the waitlist opens, the RSP will be distributed with applications and will be 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 recertifications.

## Apartment Inspection Requirement

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

This Property conducts annual apartment inspections. Funding agencies have the right to inspect the apartment to verify that the property is well-maintained and that residents have access to 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 carried out. Residents are encouraged to attend the move-out inspection. However, if the resident does not wish to participate management may conduct its own inspection.

## Section 504 & Fair Housing Act Compliance

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination based on disability in any program or activity receiving federal financial assistance from HUD. The Fair Housing Act prohibits discrimination in housing and housing-related transactions based on race, color, religion, sex, national origin, disability, and familial status. Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin in any program or activity receiving federal financial assistance from HUD.

This Property is an Equal Housing Opportunity Facility, admitting people in accordance with Local, State, and Federal Fair Housing laws, and the Affirmative Fair Housing and Marketing Plan (AFHMP) HUD Form 935.2. All marketing, tenant selection, and residential management policies and procedures will be conducted in accordance with these laws.

Management staff operate and administer the property to enable persons with disabilities to have equal access to participate in the program.

This Property will ensure effective communication with applicants, residents, and the public to ensure that policies governing how the property is operated do not adversely affect applicants, residents, or the public.

When a family member requires an accessible feature(s), policy modification, or other reasonable accommodation to accommodate a disability, This Property will provide the requested accommodation unless doing so would result in a fundamental alteration of 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:

1. Participate fully in a program
2. Take advantage of a service
3. Live in a dwelling

To show that a 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 a 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.

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

Section 504 Coordinator
250 E. Olive Avenue, Suite 420
Burbank, CA 91502
CA Relay: 711

## 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 The property 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 The property 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, The property 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 being denied or at the time of move-in.

**Nonretaliation**

The owner/agent will not discriminate against any person because that person has opposed any act or practice made unlawful by the Violence Against Women Act or because that person testified, assisted, or participated in any matter related to the Violence Against Women Act or a VAWA crime

**Noncoercion**

The owner/agent shall not coerce, intimidate, threaten, or 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:

1. Intimidating or threatening any person because that person is assisting or encouraging a person entitled to claim the rights or protections under the Violence Against Women Act.
2. 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/agents, residents, occupants, service providers, guests and applicants:

1. Shall have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance; and
2. Shall not be penalized based on their requests for assistance or based on 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 Termination of Assistance**

The VAWA does not limit an owner/agent's authority to deny, evict or terminate assistance to a resident/applicant for any violation that is not the result of an act of domestic violence, dating violence, sexual assault, or stalking.

The owner/agent 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/agent's authority to deny, terminate assistance to, or evict a resident/applicant under a covered housing program when the owner/agent 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''.

*Note:* ***Actual and imminent threat*** *refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.*

Determinations about the presence of imminent danger will not be based on stereotypes but will be tailored to particularized concerns about individual residents.

The owner/agent will take into account individual circumstances when making a determination to terminate 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 there are no other actions that could 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; or
- Seeking other legal remedies to prevent the perpetrator from acting on a threat.

**Violence, Dating Violence, Sexual Assault, or Stalking**

**Emergency Transfers**

This Property 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 Violence Against Women Act (VAWA), This Property allows residents who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from their current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of This Property to honor such a 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 This Property has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy. This plan identifies tenants eligible for an emergency transfer, the documentation required to request one, confidentiality protections, how an emergency transfer may occur, and guidance for 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 This Property's subsidy programs to ensure they comply 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:

1. The tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit.
2. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

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

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

## Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify This Property's management office and submit a written request for a transfer to Distel Circle, 330 This Property, Los Altos, CA 94022, and include documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking if the tenant has not previously provided such documentation of the occurrence. This Property will provide reasonable accommodations under this policy for individuals with disabilities.

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

1. A statement expressing that the tenant reasonably 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 This Property's program; or
2. 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:

1. A complete HUD-approved certification Form 5-382.

2. A document:

a. 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.
b. 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.

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

4. At the discretion of this Property, a statement or other evidence provided by the resident

If this Property receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), This Property has the right to request that you provide third-party documentation within thirty (30) calendar days to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, This Property does not have to provide you with the protections in this notice.

**Confidentiality**

This Property will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives This Property 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) who 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 This Property'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 the relocation of a resident to another unit when the resident is not categorized as a new applicant. The resident may move into the new unit without undergoing an application process. Internal emergency transfers are generally available only within the Property where the tenant resides.

This Property cannot guarantee that a transfer request will be approved or how long it will take to process. This Property will, however, 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 a 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 reasonably believes that a proposed transfer is not safe, the tenant may request a transfer to a different unit. If a unit is available, the tenant being transferred must agree to comply with the terms and conditions applicable to the unit. This Property may be unable to transfer a tenant to a specific unit if the tenant cannot or does not prove eligibility for that unit.

**External Emergency Transfers**

External emergency transfers refer to the relocation of a resident to another unit, in which the tenant is categorized as a new applicant. The tenant must undergo an application process 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 agent, (2) has its own wait lists, and (3) is subject to its own regulatory agreements. As such, except in rare circumstances in which the Owner also owns another Property, EAH Housing must process transfers to other communities, including those managed by this property, as external transfers. In most circumstances, this Property is unable to give priority for such external transfers even if this Property manages the property or EAH Housing manages the property for the other Owner. As such, external transfers generally 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 this Property has no safe and available units for which a tenant who needs emergency housing is eligible, management will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move.

At the tenant's request, management will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are provided in this plan.

## Safety and Security of Tenants

Pending processing of the transfer and, if approved and executed, the actual transfer, the tenant is urged to take all reasonable precautions to ensure safety.

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. For persons with hearing impairments, that hotline can be accessed by calling (800) 787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE or visit the online hotline.

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

Local organizations aiding victims of domestic violence, dating violence, sexual assault, or stalking:
Hawaii Coalition Against Sexual Assault (HCASA) www.hawaiicoalition.org

## Additional Resources

For help addressing domestic violence, dating violence, sexual assault and stalking, please refer to the following agencies:

| | | |
|---|---|---|
| The National Domestic Violence Hotline | (800) 799-7233 (SAFE) | www.ndvh.org |
| National Dating Abuse Helpline | (866) 331-9474 | www.loveisrespect.org |
| Americans Overseas Domestic Violence Crisis Center | (866) 879-6636 (USWOMEN) | www.866uswomen.org |
| National Child Abuse Hotline/Childhelp | (800) 422-4453 (4-A-CHILD) | www.childhelp.org |

| | | |
|---|---|---|
| National Sexual Assault Hotline | (800) 656-4673 (HOPE) | www.rainn.org |
| Peace Over Violence | (626) 584-6191 | www.peaceoverviolence.org |

**Equal Housing Opportunity**

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

This Property is an equal housing opportunity provider.
EAH Housing / A Non-Profit Housing Corporation
Expanding the range of opportunities for all by developing, managing, and promoting quality affordable housing and thriving communities since 1968