EAH HOUSING
A roof is just the beginning

**SAN CLEMENTE PLACE**
**33 SAN CLEMENTE DRIVE SAN RAFAEL, CA 94925**
**(415) 924-0400 TDD (800) 735-2929**
**SCP-MANAGER@EAHHOUSING.ORG**

# RESIDENT SELECTION PLAN

San Clemente Place, a 79-unit affordable housing community in Corte Madera, CA, provides housing for low income individuals and families, without regard to race, color, sex, creed, religion, national origin, physical or mental disability status, familial status, age, ancestry, marital status, source of income or sexual orientation. Reasonable Accommodation Request forms are available upon request from management. San Clemente Place is an Equal Opportunity Housing Facility, admitting people in accordance with local, state and federal Fair Housing laws, Section 504, and in accordance with applicable program regulations of the State of California Tax Credit Allocation Committee, the State of California Debt Limit Allocation Committee and the State of California, Department of Housing and Community Development's Multifamily Housing Program (MHP).

## 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 San Clemente Place Office.

## APPLICATION PROCEDURES

Only online applications will be accepted. Visit: https://www.eahhousing.org/apartments/san-clemente-place/ to complete your application. Application fees are $46.00 per each household member 18 years of age and older. The maximum charge per household is $138.00.

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 a unit 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.

Each applicant must complete an application and be willing to submit to a credit history, rental history, and criminal background inquiry, as well as income and asset verifications. An Employment Verification fee will be charged to each adult applicant whose employment income can only be third party verified 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.

All application entries are to be made in ink or typed. Corrections or changes are to 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.

Signed and dated applications will be processed on a first-come, first-served basis.

The application must be completed and signed by the head of household and all household members 18 years of age. If an application is not completely answered, the date of it being received once fully completed will be the date that the application is considered accepted for rental purposes.

## PREFERENCES

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

For units designed as accessible for persons with mobility, visual or hearing impairments, households containing at least one person with such impairment will have first priority for those units.
Units required by an MHP Regulatory Agreement to be reserved for special needs populations will be reserved for households meeting those requirements, as defined by the State of California, Department of Housing and Community Development.

## 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 exception that transfers for medical reasons will take priority over applicants and units with features for the disabled will be offered first to those that need these features.

## OCCUPANCY STANDARDS

Occupancy standards are the criteria established for matching a household with the most appropriate size and type of apartment. "Two plus one" occupancy guidelines will be followed to avoid under or over utilization of the units as follows:

| Bedroom | Household Minimum | Household Maximum |
|---|---|---|
| 1 | 1 | 3 |
| 2 | 2 | 5 |
| 3 | 4 | 7 |

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.

## 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 family, 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 San Clemente, 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 that commits unrelated criminal activity. Furthermore, if San Clemente 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, San Clemente 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 DENIAL

1. Total family income exceeds the applicable income limits published by HUD or does not meet the minimum income limit.
2. Household cannot pay the full security deposit at move-in.
3. Household refuses to accept the second offer of an apartment.
4. ANY adult household member fails to respond to interview letters or fails to sign consent forms in a timely manner. ANY household member harasses, interfere or fail to cooperate with management during the certification process.
5. ANY adult household member fails to attend eligibility interview.
6. Blatant disrespect or disruptive behavior toward management, the property or other residents exhibited by an applicant or family member any time prior to move-in (or a demonstrable history of such behavior).
7. Household is composed entirely of full time students and does not meet the exception outlined in Section 42 of the IRC.
8. Applicant has 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.
10. Unit assignment will NOT be the family's sole place of residency. **Qualification for a unit includes occupying the unit on a continuous basis 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.**

### 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 (unless it has been discharged).

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 but not limited to drugs, gang, etc.

15. Inappropriate household size for the unit available (see Occupancy Standards).

## CREDIT

Please see attached credit criteria.

**A security deposit is charged at the time of the initial lease execution (signing). An additional $200 security deposit is charged to applicant households without credit history.**

## CRIMINAL

Please see attached criminal background criteria.

## 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 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 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.

## 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 the Waiting List even in situations where there are vacancies and the application is processed upon receipt. This procedure is necessary to assure 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. Unit Type/Size
5. Household Composition
6. Preference/Accessibility requirements
7. Income level
8. Date / Time of Application
9. Preference / Special Needs

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 unit, they will be removed from the waiting list.

For units required under the State MHP regulations to be reserved for special needs, EAH will seek referrals from participating special needs service providers to ensure that qualified special needs households are selected, consistent with applicable fair housing law.

Management will place all service providers' referrals on the Waiting List in chronological order based on the date and time the referred

applicant submits a completed application to management. Management will enter a preference code for the applicant on the Waiting List to indicate a need for a "special needs" unit.

If one of the non-special needs units is available for rent, Management will offer the unit to the first eligible household on the waiting list, regardless of special needs status. By doing so, special needs households will have access to all units in the project, as required by law.

Conversely, applicants for non-special needs units will have access to all units in the project by having an equal opportunity to access the special needs units. All applicants will be given the option to disclose on the application whether or not they have a qualifying disability (a person with a developmental disability), are currently homeless or currently at risk of homelessness. Applicants that disclose this information will be placed on the Waiting List with a preference code indicating a need for a "special needs" unit. The reserved "special needs" units come with an offer of services from an affiliated social service provider agency.

When special needs units are available for rent, management will alternate the offer of the unit; the first eligible household on the waiting list referred by the service provider then alternated by the first eligible household from the general public that meet the special needs definition. Written third party verification of special needs status from the participating service provider is required for all eligible households. As subsequent units become available, resident selection continues to alternate between the "referrals" and the "non-referrals" with verified special needs status".

## 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 waitlist correspondence. Any correspondence returned undeliverable will result in application being removed from the waitlist.

## OPENING/ CLOSING OF WAITING LIST

The methods of advertising used to announce opening and closing of the Waiting List is contained in our Marketing Plan.

## AVAILABILITY OF RESIDENT SELECTION PLAN

The Resident Selection Plan shall be posted in a conspicuous and public area at the site. 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.

## EMPLOYMENT VERIFICATION – THE WORK NUMBER

At **initial move-in** into a tax credit unit, CTCAC policy **requires** that all resident 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 pay-stubs**. CTCAC requires a Verification of Employment (VOE) for all initial applicants including those wage earners that can only be verified via the Work Number. CTCAC allows owners of the community to **pass on the cost of the verification to the applicant**. This will ensure there is a VOE **and** pay-stubs for all wage earners at initial move-in, in the resident files as requested by CTCAC.

Applicants with wage earnings that can only be verified via The Work Number **will be charged** the cost to obtain the Verification of Employment **(VOE).**

During Annual Recertification we are no longer required to supply a VOE from the Work Number, **as long as 3 months of recent consecutive pay-stubs are included** in the file. If a resident cannot provide 3 months of consecutive pay-stubs, verification via The Work Number will be required and the cost for the VOE at annual recertification will be passed on the resident.

Residents with earnings that can **only** be verified via The Work Number because 3 months of recent consecutive pay-stubs could not be provided by the resident will be charged the cost to obtain the Verification of Employment (VOE).

## ANNUAL RECERTIFICATION REQUIREMENTS

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

## UNIT INSPECTION REQUIREMENT

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

Annual unit inspections are performed by San Clemente. 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 in the final inspection, San Clemente management may conduct the inspection alone.

## PETS

No pets of any description are allowed on the property. 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.

## EQUAL HOUSING OPPORTUNITY

San Clemente Place 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.

EAH HOUSING
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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.
San Clemente Place is an equal opportunity housing provider.

EQUAL HOUSING OPPORTUNITY

ScreeningWorks PRO

| Company Name (Code): EAH, Inc. (EAI) | |
|---|---|
| Last Revision Date: | 6/25/2020 |

| Screening Policy, Credit Policy: | EAI013, 578 | Credit Product |
|---|---|---|
| Applies to: | Tax Credit Criteria | Standard |

# RESIDENT SCREENING CRITERIA

| WORKFLOW |
|---|
| 1. RUN CREDIT, PREMIUM NATIONAL CRIMINAL, RENTBUREAU AND PREMIUM NATIONAL EVICTION |
| 2. IF CREDIT FAIL, REVIEW FOR RE-EVALUATION ITEMS AND REQUEST RE-EVALUATION |
| b. IF NO ITEMS CAN BE RE-EVALUATED SCREENING IS COMPLETE |

## CREDIT SCORING PARAMETERS

| Problem Type | Years/Balances Scored |
|---|---|
| Collections, Charge-offs, Judgments, Open Bankruptcy | 7 Years |
| Late Payments | 7 Years |
| Closed Bankruptcy | 60 Months |
| Foreclosures | Score |
| Student Loans | Do Not Score |
| Medical Debt | Do Not Score |
| Account Balances | Do Not Score Under $1 |
| Second Bureau Pull | No 2nd Pull |

## CREDIT RESULTS

| Credit Risk | Result |
|---|---|
| Limited Established Credit | Accept |
| No Established Credit | Accept w/ Condition $200 deposit |
| Minor | Accept |
| Moderate | Accept |
| High | Reject |
| Severe | Reject |

## INCOME CRITERIA

| Rent-to-Income Ratio | Result |
|---|---|
| Ratio less than or equal 40% | Accept |
| Ratio between X% - X% | N/A |
| Ratio greater than or equal to 41% | Reject |

## EMPLOYMENT/ RESIDENCY CRITERIA

| | Employment | Residency | Result |
|---|---|---|---|
| Length of History | at least X months | at least X months | N/A |
| | less than X months | less than X months | N/A |
| | - | No Residency History | N/A |
| | A Negative History | A Negative History | Decline |

## APARTMENT COMMUNITY FILTER

| Scoring Criteria | |
|---|---|
| Sum of Balances in last 60 months exceeding $1 | Decline |
| X or more (on credit report) | N/A |

## UTILITY RELATED COLLECTIONS OR JUDGMENTS

| Scoring Criteria | Scoring Criteria |
|---|---|
| Sum of Balances in last X months exceeding $X | N/A |
| X or more (on credit report) | N/A |
| Exclude from Scoring | N/A |

## NOVA INTERNATIONAL CREDIT

| Minimum Credit Score | New Result |
|---|---|
| XXX | N/A |

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| CRIMINAL SCORING POLICY | |
|---|---|
| Product: | PREMIUM NATIONAL CRIMINAL (INCLUDING NATIONAL SEX OFFENDER), CRIMINAL SUPPLEMENTAL |
| Activation Date: | 8/1/2019 |
| Revision Date | N/A |

| NATIONAL SEX OFFENDER REGISTRY RECORDS | |
|---|---|
| National Sex Offender Record Found | Accept |

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| CRIMINAL RECORDS | | | | | | |
|---|---|---|---|---|---|---|
| Offenses | Felony (Years) | Pending Felony (1 Year) | Misdemeanor (Years) | Pending Misd (1 Year) | Patterns of Misdemeanors | Return Records |
| 1) Alcohol Related | 7 | | 0 | | 2 in 7 years | Never |
| 2) Arson | 7 | | 7 | | | |
| 3a) Assault and Battery I | 7 | | 0 | | 2 in 7 years | |
| 3b) Assault and Battery II | 7 | | 7 | | | |
| 4) Bad Checks | 7 | | 0 | | 2 in 7 years | |
| 5a) Burglary I | 7 | | 0 | | 2 in 7 years | |
| 5b) Burglary II | 7 | | 7 | | | |
| 6) Crimes Against Animals | 7 | | 0 | | 2 in 7 years | |
| 7) Crimes Against Children | 7 | | 7 | | | |
| 8) Crimes Against Gov't | 7 | | 0 | | 2 in 7 years | |
| 9) Cyber Crimes | 7 | | 0 | | 2 in 7 years | |
| 10) Destruction of Property | 7 | | 0 | | 2 in 7 years | |
| 11) Disturbance of Peace | 7 | | 0 | | 2 in 7 years | |
| 12) Domestic Crimes | 7 | | 0 | | 2 in 7 years | |
| 13a) Drug Offenses I | 7 | | 0 | | 2 in 7 years | |
| 13b) Drug Offenses II | 0 | | 0 | | | |
| 14a) Drug Offenses III | 7 | | 7 | | | |
| 14b) Drug Offenses IV | 7 | | 7 | | | |
| 14c) Drug Offenses V | 7 | | 7 | | | |
| 14d) Drug Offenses VI | 7 | | 0 | | 2 in 7 years | |
| 14e) Drug Offenses VII | 7 | | 7 | | | |
| 15) Embezzlement | 7 | | 0 | | 2 in 7 years | |
| 16a) Fraud I | 7 | | 7 | | | |
| 16b) Fraud II | 7 | | 7 | | | |
| 17) Gambling | 7 | | 0 | | | |
| 18) Harassment | 7 | | 7 | | | |
| 19a) Homicide I | 7 | | 7 | | | |
| 19b) Homicide II | 7 | | 7 | | | |
| 19c) Homicide III | 7 | | 7 | | | |
| 19d) Homicide IV | 7 | | 7 | | | |
| 20a) Kidnapping I | 7 | | 7 | | | |
| 20b) Kidnapping II | 7 | | 7 | | | |
| 21) Organized Crime | 7 | | 7 | | | |
| 22) OUI, OVI, DWI | 7 | | 0 | | 2 in 7 years | |
| 23) Petit Theft | 7 | | 0 | | 2 in 7 years | |
| 24) Purposely Obstructs the Law | 7 | | 0 | | 2 in 7 years | |
| 25) Robbery | 7 | | 7 | | | |
| 26) Sex Crimes - Other | 7 | | 0 | | 2 in 7 years | |
| 27a) Sex Crimes Against a Person | 7 | | 7 | | | |
| 27b) Sex Crimes Against a Child | 7 | | 7 | | | |
| 28) Theft/Larceny | 7 | | 0 | | 2 in 7 years | |
| 29) Traffic Violations | 7 | | - | | - | |
| 30) Trespassing | 7 | | 0 | | 2 in 7 years | |
| 31a) Weapons Related I | 7 | | 7 | | | |
| 31b) Weapons Related II | 7 | | 7 | | | |
| 32) Incarceration (Due to Conviction) Release Date | 7 | | 0 | | - | |
| 33) Any Offense Not Listed | 7 | | 0 | | 2 in 7 years | |

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| HOUSING CRITERIA | | | | | |
|---|---|---|---|---|---|
| RENTAL HISTORY | | | | | |
| | Problem Type | Quantity | Timeframe (Months) | Minimum Value | Result |
| Rental History | Late Payments | 3 | 24 | - | Decline |
| | NSFs | 2 | 24 | - | Decline |
| | Outstanding Balances | 2 | 60 | - | Decline |
| | Write-Offs | - | 60 | $100.00 | Decline |
| | Collections | - | 60 | $100.00 | Decline |

| CIVIL COURT RECORDS | | | | | |
|---|---|---|---|---|---|
| | Problem Type | Quantity | Timeframe | Minimum Value | Result |
| Civil Court Records | Filings / Unlawful Detainers | 3 | 5 Years | - | Decline |
| | Monetary Judgment | 1 | 5 Years | $100 | Decline |
| | Possession / Forcible Detainers | 1 | 5 Years | - | Decline |
| Dispute Exception | N/A | | | | |

| REEVALUATION INSTRUCTIONS |
|---|
| N/A |
| N/A |

| GROUP SCORING INSTRUCTIONS |
|---|
| Group Scoring Instructions: Use the AVERAGE score of the group. |

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| SPECIAL INSTRUCTIONS | |
|---|---|
| N/A | N/A |
| N/A | N/A |
| N/A | N/A |
| N/A | N/A |

| CORPORATE APPLICATION SCORING CRITERIA | |
|---|---|
| INTELLISCORE | RESULT |
| N/A | N/A |
| N/A | N/A |
| N/A | N/A |
| Notes | N/A |

| DISCLAIMER |
|---|
| RENTGROW REPORTS INFORMATION ABOUT APPLICANTS IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL LAW. HOWEVER, OTHER FEDERAL, STATE OR LOCAL LAWS AND REGULATIONS MAY APPLY TO YOUR USE OF THIS INFORMATION. IN SETTING UP YOUR SCREENING POLICY AND WHEN MAKING RENTAL DECISIONS, INCLUDING DECISIONS BASED IN WHOLE OR IN PART ON INFORMATION PROVIDED BY RENTGROW, IT IS YOUR SOLE RESPONSIBILITY TO UNDERSTAND AND ABIDE BY ALL SUCH LAWS AND REGULATIONS. |

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