EAH HOUSING
A roof is just the beginning

VILLAGES OF MOA`E KŪ PHASE II

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RESIDENT SELECTION PLAN

The Villages of Moa`e Kū is a planned 192 apartment, multi-family community in Ewa Beach that will provide affordable housing for households within the 55% of the Area Median Income Limit for Phase II. Phase I & II consists of 64 & 76 units, respectively. The property will provide rental apartment homes 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. The Villages of Moa`e Kū will make reasonable accommodations to individuals whose disability so requires. Reasonable Accommodation Request forms are available upon request from management. The Villages of Moa`e Kū is an Equal Opportunity Housing Facility, admitting people in accordance with Local, State and Federal Fair Housing laws, the Low Income Housing Tax Credit Program (LIHTC), HUD HOME program, the Community Development Block Grant (CDBG) program, and the State of Hawaii Rental Housing Revolving Fund (RHRF) program. Non-English translation and/or assistance is available upon request. Accessible units are available and reasonable accommodations will be made.

INCOME LIMITS

To qualify for an apartment home, 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 subject to change.

APPLICATION PROCEDURES

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

Applications are available now. You can obtain an application by calling the Villages of Moa`e Kū at 681-3000, by downloading from the EAH website at www.eahhousing.org, or by visiting us at our rental office at the address listed above.

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 verification.

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.

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 and older before it can be placed on the waiting list. Incomplete applications will not be accepted. If an application is not completely answered, the date it is 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.

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.

During the initial term of the Lease, no apartment transfers will be allowed.

OCCUPANCY STANDARDS

Occupancy standards 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 over utilization of the apartments as follows:

Bedroom Size	Household Maximum
1	3
2	5
3	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.

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.

CHANGES IN HOUSEHOLD COMPOSITION

During the initial term of the Lease, no changes in household composition will be allowed. Only those household members listed on the application at time of move in will be allowed to reside in the apartment during this time. Exceptions considered would include unborn children and legal adoptions:

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 The Villages of Moaʻe Kū, 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 The Villages of Moaʻe Kū 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, The Villages of Moaʻe Kū 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. 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 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 or does not meet HOME (Section 8) student rule.

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. Apartment 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.

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 rent check returned from a financial institution for Non-Sufficient Funds (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 apartment available (see Occupancy Standards).

CREDIT

Please see attached credit criteria.

**** Applicants without a credit history will fail "Income to Debt Ratio" criteria and their application will be denied for housing.**

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. 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 the 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 the 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 rental 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 is available upon request from management.

ANNUAL RECERTIFICATION REQUIREMENTS

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

UNIT INSPECTION REQUIREMENT

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

Annual unit inspections are performed by The Villages of Moaʻe Kū. 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, The Villages of Moaʻe Kū management may conduct the inspection alone.

NON-SMOKING POLICY

The Villages of Moa`e Kū is designated as a Non-Smoking property. Smoking is prohibited in all areas of the property including the interior of apartments, all indoor and outdoor common areas on the property which includes but is not limited to the community center and parking lots and private roadways.

Residents are responsible to inform their guests of the Non-Smoking Areas. Residents will not permit their apartment home to be used for, or to facilitate, any smoking activity, regardless of whether the individual engaging in such activity is a member of the household or is a guest.

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 by the Owner.

The Owner'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 the Owner shall take reasonable steps to enforce this policy.

NO PETS POLICY

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

The Villages of Moa`e Kū 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
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.
Villages of Moa'e Ku Phase 2 is an equal opportunity housing provider.

INCOME MINIMUMS AND MAXIMUMS

2019 Maximum Income Limits (subject to change)

	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person
30% of Median	$25320	$28920	$32550	$36150	$39060	$41940	$44850
50% of Median	$42200	$48200	$54250	$60250	$65100	$69900	$74750
55% of Median	$46420	$53020	$59675	$66275	$71610	$76890	$82225

Minimum monthly income is equivalent to 2.5 times the monthly rent (subject to change)

	1 Bedroom	2 Bedroom	3 Bedroom
30% of Median	$1455	$1718	$1958
50% of Median	$2548	$3030	$3475
55% of Median	$2823	$3358	$3853

NOTE: Applicants who have Section 8 are exempt from the minimum income requirement.