



## LARKSPUR ISLE

26 EDGEWATER PLACE, LARKSPUR, CA 94939

(415) 924-2432 TDD (800) 735-2929

EW-MANAGEMENT@EAHHOUSING.ORG

### RESIDENT SELECTION PLAN

Larkspur Isle is a 23 unit condominium property in Larkspur, CA. The non-profit corporation, EAH, manages 23 units consisting of one and two bedroom units. The office for Larkspur Isle is housed at the office of Edgewater Place Apartments that is located at the above address, a few blocks away from Larkspur Isle complex. Housing is provided 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 any other arbitrary personal characteristics. Larkspur Isle will make reasonable accommodations to individuals whose disability so require. Reasonable Accommodation Request forms are available upon request from management. Larkspur Isle is an Equal Opportunity Housing Facility, admitting people in accordance with local, state and federal Fair Housing laws, and in accordance with the City of Larkspur program regulations.

### NON-SMOKING POLICY

Larkspur Isle 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.

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.

Larkspur Isle'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 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 Larkspur Isle Office.

### APPLICATION PROCEDURES

Applications will only be distributed when a vacancy is being advertised. A waiting list is not maintained for Larkspur Isle. Advertisement of the vacancy/upcoming vacancy will be announced through the local housing authority and community resources, such as Craigslist.

Apartments will be assigned in order of application, when multiple applications are received unless the resident has delayed the application process.

Only online applications will be accepted. Visit: <https://www.eahhousing.org/apartments/larkspur-isle/> 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.

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 household 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.

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

Once notification that an application has been approved, the applicant household will have 2 business days to provide a deposit, equal to half of the first month’s rent. If the applicant moves into the unit, this money will be applied to applicant’s move-in costs. If the applicant does not move in to the unit, this money will be returned to the applicant, minus the cost of holding the unit off the market. The cost will be calculated by multiplying the daily rent amount by the number of days between the applicant agreeing to move in and informing management that the applicant would not be moving in. If the applicant does not provide the deposit, management will move on to the next approved application.

## **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.

## **UNIT TRANSFER POLICY**

A Unit Transfer List is maintained for those residents who have been approved for transfer. Residents on the Unit Transfer List will have priority over the applicants on the Waiting List.

## **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 over utilization of the units as follows:

<b>Bedroom</b>	<b>Household Minimum</b>	<b>Household Maximum</b>
1	1	3
2	1	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 being adopted

## **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. 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 Larkspur Isle, 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 Larkspur Isle 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, Larkspur Isle 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.

### **GROUND 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. Applicant has failed to provide adequate verification of income or we are unable to adequately verify income and/or income sources.
8. Unit assignment will NOT be the family's sole place of residency.
9. Providing or submitting false or untrue information on your application or failure to cooperate in any way with the verification process. **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

10. Negative landlord references that indicate lease violation, disturbing the peace, harassment, poor housekeeping, improper conduct or other negative references against the household.
11. Evictions reported in the last 5 years.
12. 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.

13. Any evidence of illegal activity including but not limited to drugs, gang, etc.
14. 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 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 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**

No waiting list is maintained for Larkspur Isle.

## **AVAILABILITY OF RESIDENT SELECTION PLAN**

The Resident Selection Plan shall be posted in a conspicuous and public area at the office. The Resident Selection Plan will be available by request from management.

## **ANNUAL RECERTIFICATION REQUIREMENTS**

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

## **UNIT INSPECTION REQUIREMENT**

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

Annual unit inspections are performed by Larkspur Isle. 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, Larkspur Isle 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**

Larkspur Isle 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.

Larkspur Isle is an equal opportunity housing provider.



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		CREDIT RESULTS	
Problem Type	Years/Balances Scored	Credit Risk	Result
Collections, Charge-offs, Judgments, Open Bankruptcy	7 Years	Limited Established Credit	Accept
Late Payments	7 Years	No Established Credit	Accept w/ Condition \$200 deposit
Closed Bankruptcy	60 Months	Minor	Accept
Foreclosures	Score	Moderate	Accept
Student Loans	Do Not Score	High	Reject
Medical Debt	Do Not Score	Severe	Reject
Account Balances	Do Not Score Under \$1		
Second Bureau Pull	No 2nd Pull		

INCOME CRITERIA		EMPLOYMENT/ RESIDENCY CRITERIA		
Rent-to-Income Ratio	Result	Employment	Residency	Result
Ratio less than or equal 40%	Accept	at least X months	at least X months	N/A
Ratio between X% - X%	N/A	less than X months	less than X months	N/A
Ratio greater than or equal to 41%	Reject	-	No Residency History	N/A
		A Negative History	A Negative History	Decline

APARTMENT COMMUNITY FILTER		UTILITY RELATED COLLECTIONS OR JUDGMENTS	
Scoring Criteria	Result	Scoring Criteria	Result
Sum of Balances in last 60 months exceeding \$1	Decline	Sum of Balances in last X months exceeding \$X	N/A
X or more (on credit report)	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

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	

## 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.

SPECIAL INSTRUCTIONS

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

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