



# MANANA GARDENS APARTMENTS

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## RESIDENT SELECTION PLAN

Manana Gardens Apartments is a 72 apartment multi-family community in Pearl City, HI consisting of all 2 bedroom apartments that provides housing for low and 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, gender identity or any other arbitrary personal characteristics. Manana Gardens Apartments will make reasonable accommodations to individuals whose disability so require. Reasonable Accommodation Request forms are available upon request from management. Manana Gardens Apartments is an Equal Opportunity Housing Facility, admitting people in accordance with local, state, and federal Fair Housing laws, and in accordance with the Low Income Housing Tax Credit (LIHTC) program.

### 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 will be posted in Manana Gardens Apartments's Office.

### APPLICATION PROCEDURES

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

Applications are available online if the waiting list is open. You can complete the online application by visiting the EAH website at [www.eahhousing.org/apartments/manana-gardens/](http://www.eahhousing.org/apartments/manana-gardens/).

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.

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 over 18 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.

### PREFERENCES

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

For apartments 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. Assignments of apartments will alternate between residents on the apartment transfer list and applicants from the waiting list. With the exception that transfers for medical reasons will take priority over applicants and apartments with features for the disabled will be offered first to households requiring these features.

### OCCUPANCY STANDARDS

Occupancy standards are the criterion established for matching a household with the most appropriate size and type of apartment.

Bedroom	Household Minimum	Household Maximum
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

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.

### **GROUND FOR REJECTION**

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 a 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.
8. Applicant failed to provide adequate verification of income or we are unable to adequately verify income and/or income sources.
9. Providing or submitting false or untrue information on your application or failure to cooperate in any way with the verification process.
10. Apartment assignment will NOT be the family's sole place of residency.
11. Family members failed to provide proof of a social security number. See "Disclosure of SSN" section of this plan.

### **LANDLORD REFERENCE**

1. Negative landlord references that indicate lease violation, disturbing the peace, harassment, poor housekeeping, improper conduct or other negative references against the household.
2. Evictions reported in the last 5 years.
3. 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.
4. Any evidence of illegal activity including drugs, gang, etc.
5. 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.

### **VIOLENCE AGAINST WOMEN ACT OF 2013**

The Violence Against Women Act of 2013 (VAWA) applies to Tax Credit communities (Manana Gardens Apartments) and offers the **following protections against eviction or denial of housing based on domestic violence, dating violence, sexual assault and stalking:**

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.
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 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 resident’s household or any guest or other person under the resident’s control, shall not be cause for termination of tenancy, or occupancy rights of the victim of the criminal acts.
5. The lease may be “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 resident, 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 resident 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 Manana Gardens Apartments, when notified, from honoring various court orders issued to either protect the victim or address the distribution of property in case a family breaks up.
7. The authority to evict is not limited with respect to a victim that commits unrelated criminal activity. Furthermore, if Manana Gardens Apartments can show an actual and imminent threat to other residents or those employed at or providing service to the property if an unlawful resident’s residency is not terminated, then evicting a victim is an option, the VAWA notwithstanding. Ultimately, Manana Gardens Apartments will not subject victims to more demanding standards than other residents.

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.

**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**

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

The VAWA protections shall not supersede any provision of any federal, state, or local law that provides greater protection for victims of domestic

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 periodically. 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.

#### **ANNUAL/INTERIM RECERTIFICATION REQUIREMENTS**

All residents must be re-certified annually. Residents are also required to report all interim changes to management that occur between annually scheduled re-certifications.

#### **APARTMENT INSPECTION REQUIREMENT**

Before signing the lease, Manana Gardens Apartments and the resident must jointly inspect the apartment. The resident has five days to report any

additional deficiencies to Manana Gardens Apartments to be noted on the move-in inspection form.

Annual apartment inspections are performed by Manana Gardens Apartments. Agencies providing funding have the right to inspect the apartment to ensure the property is physically well maintained and that the residents are provided with decent, safe and sanitary housing.

Residents will receive prior written notification for all apartment inspections.

When a resident moves out, a final inspection will be completed. Residents are encouraged to attend the move-out inspection. However, if the resident does not wish to participate in the final inspection, Manana Gardens Apartments 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**

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



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.

Manana Gardens Apartments is an equal opportunity housing provider.