



## Resident Selection Criteria

**Kottinger Gardens Phase 1  
240 Kottinger Drive  
Pleasanton, CA 94566  
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## RESIDENT SELECTION CRITERIA

### ***I. Introduction***

This community is funded through the Internal Revenue Service's Section 42 Low Income Housing Tax Credit Program. There may be other programs that restrict this community. Please see Exhibit A for additional criteria. The policies and procedures established in this document are used in the selection of residents for this community. All procedures will be implemented in conjunction with IRS Section 42 regulations, as amended and other applicable federal statutes and regulations, including but not limited to the following:

- Federal Register Notices/Final Rules
- Code of Federal Regulations (CFR)
- The Fair Housing Act (Title VIII of the Civil Rights Act of 1968)
- Section 504 of the Rehabilitation Act of 1973, as applicable
- Americans with Disabilities Act of 1990
- State of California Fair Housing Laws
- HUD Handbook 4350.1 REV-1, as applicable
- The Federal Fair Credit Reporting Act and state/local credit reporting laws

### ***II. Mission***

It is the mission of all MidPen Housing communities to provide safe, affordable housing of high quality to those in need; to establish stability and opportunity in the lives of residents; and to foster diverse communities that allow people from all ethnic, social and economic backgrounds to live in dignity, harmony and mutual respect.

We are committed to providing the best apartment management services to our residents. Each community has an on-site staff whose main goal is to serve our residents. We take pride in our ability and desire to provide our residents with well-maintained, professionally managed apartment communities.

### ***III. Non-Discrimination***

#### ***A. Equal Opportunity Housing***

This community fully adheres to applicable federal, state, and local fair housing and civil rights laws, which provide that it is illegal to discriminate against any person due to race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, physical or mental disability, genetic information, age or any other arbitrary personal characteristic in all housing related activities.

If an applicant believes that he/she has been discriminated against or treated unfairly in the application process, he/she may contact us in writing at MidPen

Housing Management Corporation, 303 Vintage Park Drive, Suite #250, Foster City, California 94404.

**B. *Additional Protection for Individuals with Disabilities***

The community will seek to effectively communicate with applicants, residents, and members of the public who are individuals with handicaps or disabilities. The use of auxiliary aides, such as readers, interpreters, large print documents, or recordings, will be implemented when necessary. The community asks for three (3) business days' notice if an applicant requires us to provide any auxiliary aids to ensure effective communication in any meeting, interview or appointment.

This community also allows Reasonable Accommodations and Modifications when requested by applicants or residents with disabilities to enable equal opportunity to use and enjoy the unit and/or the common areas, to participate in our program or have access to activities sponsored by this community in accordance with the Reasonable Accommodation Policy (Exhibit E).

**IV. *Privacy Policy***

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

The applicant's income and other information are being collected to determine his/her eligibility, the appropriate bedroom size, and the amount the applicant family will pay towards rent and utilities. This information may be released to appropriate federal, state, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released except as permitted by law.

**V. *Definitions***

**A. *ACCESSIBLE UNIT***

A unit that is located on an accessible route and when designed, constructed, altered or adapted can be approached, entered, and used by individuals with a physical impairment.

**B. *ELDERLY FAMILY***

Elderly families are:

- (1) Families of two or more persons, the head of which (or his or her spouse) is 62 years of age or older;
- (2) The surviving member or members of a family described in paragraph (1) living in a unit assisted under 24 CFR part 891,

subpart E (Section 202 loans) with the deceased member of the family at the time of his or her death;

- (3) A single person who is 62 years of age or older; or
- (4) Two or more elderly persons living together, or one or more such persons living with another person who is determined by HUD, based upon a licensed physician's certificate provided by the family, to be essential to their care or wellbeing. (24 CFR 891.505)

**C. FAMILY**

A family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- (1) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person (at least 50 years old but below the age of 62), or any other single person; or
- (2) A group of persons residing together, and such group includes, but is not limited to:
  - (i) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
  - (ii) An elderly family;
  - (iii) A near-elderly family (head, co-head, spouse, or sole member is at least 50 years old but below the age of 62);
  - (iv) A disabled family;
  - (v) A displaced family; and
  - (vi) The remaining member of a resident family.

**D. LIVE-IN AIDE**

A Live-In Aide is a person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- 1. Is determined essential to the care and well-being of the persons;
- 2. Is not obligated for the support of the persons; and
- 3. Would not be living in the unit except to provide the necessary supportive services.

A relative may be a Live-In Aide but must meet all of the above requirements, and sign a statement to that effect.

The need for the live-in aide will be verified before move-in. Prior to acceptance as a Live-In Aide, all candidates must be screened for drug abuse, criminal activity and status as a state lifetime sex offender following the same requirements used for applicants. A Live-In Aide qualifies for occupancy only as long as the individual needs support services and cannot qualify for continued occupancy as a remaining household member. It is the resident's responsibility to ensure that the Live-In Aide follows the Community House Rules.

**E. VIOLENCE AGAINST WOMEN ACT (VAWA)**

The VAWA protections apply to households applying for or receiving rental assistance payments under any LIHTC housing assistance program. The law protects victims of domestic violence, dating violence, sexual assault, or stalking, as well as their immediate household members, from eviction or denial of housing assistance if an incident of violence is reported and confirmed.

The Landlord will request in writing that the victim, or a household member on the victim's behalf, certify that the individual is a victim of abuse within 14 business days, or an agreed upon extension date, to receive protection under VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction or denial of housing assistance. If the applicant needs alternative arrangements regarding the delivery of these documents, management will work with the applicant on other acceptable delivery arrangements. All information regarding the victim's status will be kept confidential and in a separate file in a secure location.

**VI. Eligibility**

**A. Program Requirements**

**a) Income Limits**

The household's annual income must not exceed the applicable income limit for the community as established by the LIHTC regulations. Current Income Limits are attached as Exhibit C.

**b) Consent and Verification Forms**

The head of household, the spouse and/or co-head and all other adults (18 and older) in each applicant household must sign an Authorization for Release of Information and as necessary, verification documents, prior to being approved and as required every year thereafter.

**c) Rent Formulas**

The applicant family must agree to pay the rent required by the LIHTC program.

**d) Student Eligibility**

Applicant Households containing full-time students must meet the IRS Section 42 regulations regarding full-time student households at all times or they are not eligible to move in or remain as a tax credit eligible family.

The IRS defines a full-time student as one who attends an educational institution with regular facilities, other than a correspondence or night school, during at least five months of the calendar year for which application for housing has been made. The educational institution determines whether a student is full or part-time.

In a Tax Credit unit, tenancy can be terminated if the household does not meet the student requirements during tenancy.

If a household is comprised entirely of full-time students, they must meet one of the following criteria in order to be eligible for a Tax Credit unit:

- a. All members of the household are married and either file or are entitled to file a joint tax return;
- b. The household consists of a single parent and his or her minor children, and both the parent and children are not a dependent of a third party other than the parent of such children;
- c. At least one member of the household receives assistance under Title IV of the Social Security Act. (AFDC, TANF, CalWORKS, etc. Please note: SSA or SSI do not qualify.)
- d. At least one member is enrolled in a job training program receiving assistance under the Work Investment Act (WIA) formerly known as the Job Training Partnership Act, or similar federal, state, or local laws as defined by HUD 4350.3 REV-1;
- e. The household consists of a tenant under the age of 24, who has exited the Foster Care system within the last 6 years.

In a Tax Credit unit, tenancy can be terminated if the household does not meet the student requirements during tenancy.



**B. Community Requirements**

**a) Identification**

Positive identification with a picture will be required for all adult applicants (photocopy may be kept on file). Applications must include the date of birth of all applicants to be considered complete.

**b) Social Security Number**

All household members must disclose and provide verification of the complete and accurate Social Security Number (SSN) or Individual Tax Payer Identification Number (ITIN) (photocopy may be kept on file) assigned to them unless the member has not been assigned a number. SSNs and ITINs are used when verifying credit.

**c) Landlord History**

Applicants must have an acceptable landlord history that demonstrates a history of cooperation with management regarding house rules and regulations; abiding by lease terms; and care of property. Landlord history must show that the applicants' conduct in present or prior housing has been such that the admission to the property would not negatively affect the health, safety, or welfare of other residents, or the physical environment, or financial stability of the property.

Landlord history must include a minimum of two (2) years rental history from a minimum of two landlord references. One (1) reference from the applicant's current landlord will be accepted from applicants who have resided in one location for two (2) or more years.

If the applicant or any member of the applicant household fails to fully and accurately disclose rental history, the application may be denied based on the applicants' misrepresentation of information.

The absence of previous rental history by itself will not be reason to deny an applicant household.

**d) Interference/Fraud**

Any applicant whose conduct interferes with, hinders, delays, obstructs or otherwise prevents the application process from being completed may be denied. Any information provided by the applicant that is later proven to be untrue by verification may be used to disqualify the applicant for admission on the basis of attempted fraud. Fraud is defined as an applicant or resident knowingly providing inaccurate or incomplete information.

**e) Occupancy Standards**

The occupancy standard is the minimum and maximum number of household members that may reside in a specific size unit. When counting household members, every member listed on the application, TIC, or lease is counted including all full-time members, persons temporarily absent from the unit, children anticipated to live with the family, children away at school, live-in aides, foster children and foster adults.

In the event an applicant household member, or someone associated with that household, has a physical or mental disability, which requires a variance from these occupancy standards, the applicant should make a request for accommodation which may be granted if it does not create an undue financial and administrative burden or create a fundamental change to the nature of the property. As with all accommodation requests, whether the request is reasonable will be evaluated on a case-by-case basis.

The Occupancy Standards for this community are found in Exhibit A-Community Eligibility.

**f) Income Requirements**

Applicant households must meet the minimum income requirements set at two (2) times the rent for the unit. Minimum income is not applicable to applicants with a Section 8 voucher from the Housing Authority.

**g) Credit Requirements**

This property evaluates each person applying to live at its community with a credit-risk scoring system that is provided by an independent consumer-reporting agency and consistently applied to all of the applicants. This scoring system uses a statistical model to estimate the credit risk that an applicant may not satisfactorily fulfill his/her lease obligations. Prior to final acceptance of each applicant, this property will use this system to provide a numerical score that represents a relative measure of the credit risk associated with that applicant. The acceptance policies include having no more than 35% of past due negative accounts and no more than \$2,500 maximum balance of unpaid collections (including past due accounts). Bankruptcies are permitted if they have been cleared. Each applicant's credit-risk score will be compared to the acceptance policies to determine whether or not the applicant may be accepted. If the application is denied based on the credit-risk score, the applicant will be advised what factors most adversely affected the score and the applicant will be given the name, address, and telephone number of the consumer reporting agency that

provided the credit-risk score to this property. An applicant who is denied based on his/her credit-risk score may obtain a copy of the consumer report(s) on which the credit-risk score was based, and may initiate an investigation to have any erroneous information contained in such reports corrected. The consumer-reporting agency will advise the applicant of the actions that he/she may take in order to do so. Available units will not be held open during any such investigation by the applicant. The absence of credit history by itself will not be reason to deny an applicant household.

#### **h) Background Screening Requirements**

Prior to final acceptance of any application, this community will conduct a criminal background search on each household member age eighteen (18) years or older, including emancipated minors, using an independent consumer-reporting agency. If the criminal background report indicates that one or more such felony records were found, those records will be compared to the established acceptance policies to determine whether or not the applicant may be accepted.

This community will deny admission for:

- Any household member subject to a State sex offender lifetime registration requirement
- Felony convictions for the illegal manufacture or distribution of a controlled substance within the last 7 years
- Felony convictions for bodily harm, intentional damage, or destruction of property within the last 7 years
- Felony convictions for sexual related offenses within the last 7 years

If the application is denied based on this criminal background search, the applicant will be given the name, address, and telephone number of the consumer-reporting agency that provided the criminal background report. An applicant who is denied based on a criminal background search may obtain a copy of the report and may initiate an investigation to have any erroneous information contained in the report corrected. The consumer-reporting agency will advise the applicant of the actions that he/she may take in order to do so. Available units will not be held open during any such investigation by the applicant.

## ***VII. Application Procedures***

### ***A. Complete an Application for Housing***

To apply to live at this community, an applicant family must complete an application and certify that the supplied information is complete and accurate. Based on the

household size, the applicant must designate the number of bedrooms requested. The applicant may request more than one unit type at the time of the initial application provided the household meets the occupancy standards or an accommodation has been requested (entitlement to the accommodation and the reasonableness of the accommodation requested will be determined when a unit is available), and the specific bedroom size waiting list is open.

If the applicant requires assistance in completing the application, please contact the Community Manager/Leasing Office.

**B. *Submit Application***

The application must be signed and dated by **all adult members** for the application to be considered. Applications can be submitted by mail or in person at the community leasing office during normal business hours.

Applications will be preliminarily screened for application completeness, legibility, and to determine that the household meets the basic requirements to qualify for this housing program. If it appears that the applicant household meets the basic requirements, the applicant will be added to the waiting list for the requested unit size(s). This in no way means that an applicant qualifies for a unit.

**C. *Interview***

As an applicant's name approaches the top of the Waiting List, an interview will be scheduled. All members of the applicant household must attend the interview. Two failures to schedule and/or attend an agreed-upon time for an interview will be grounds for denial. For applicants with limited English proficiency, language assistance can be requested. Please make a request at least three business days prior to the interview.

During the interview, the applicant household will be asked to update the information on their original application. All forms of income and assets must be disclosed. During the interview, all items on the application will be discussed and confirmed, and third-party verification of each factor will be attempted, per IRS regulations and procedures. Until all items are verified, eligibility cannot be determined, nor any housing offered. Third party verification includes original or authentic documents generated by a third party source that are dated within 120 days from the date of receipt by the owner, verification forms sent by the owner directly to the source and returned to the owner through mail, email, or fax, and oral verification.

*Eligibility for housing can only be confirmed after all items of income, assets, household composition, etc., which may have any bearing on the rent that is paid or subsidy received, are verified.*

**D. Ineligibility**

Households may be ineligible for occupancy for various reasons including, but not limited to, the following:

1. The applicant/household does not meet the program/community eligibility requirements listed in Exhibit A of this plan;
2. The household gross income (using the HUD definition of income) is over the applicable income limit (Exhibit C);
3. The household's monthly income does not meet the minimum income standard established for this community and the household will not receive Section 8 assistance;
4. The applicant/household has an unacceptable credit history as reported by a consumer-reporting agency;
5. The applicant/household does not meet the IRS' definition of a qualified household under the Full-Time Student Rule;
6. There is submission of false or untrue information on the application;
7. Failure to cooperate in the verification process including failure to provide requested information within 30 days;
8. Failure to schedule and/or attend two interviews;
9. The applicant/household has refused two offered apartments and does not have a valid medical reason, or the household has refused three offered apartments with a valid medical reason;
10. The applicant/household has an unacceptable criminal background as reported by a consumer-reporting agency;
11. The applicant/household has an unacceptable reference from a current or previous landlord;
12. Household size does not conform to the stated minimum and maximum sizes as described in Exhibit A;
13. Failure to sign designated or required forms and/or documents upon request;
14. This will not be the only residence for the applicant/household;
15. The applicant/household is not willing to pay the rent as calculated under the Section 42 program.
16. Failure to present all applicants during the interview with the Community Manager;
17. Blatant disrespect or disruptive behavior, or demonstrable history of such behavior, towards management, the property, or other residents exhibited by an applicant or household member or friend any time prior to move-in;
18. Misrepresentation of any information related to eligibility, allowance, household composition or rent.

19. Other cause, including, but not limited to, failure to meet any of the selection criteria in this document.

**E. *Application Decision***

If the application is approved and the applicant accepts an offered available apartment, the applicant will be asked to schedule a time to come and sign the lease. All household members must attend this session. During this meeting, the applicant will be required to sign a lease agreement in which he/she will agree to abide by all the rules and regulations. We will also conduct a unit inspection with the applicant. The applicant is encouraged to read all leasing documents in advance of this appointment. Upon request, they will be mailed to the applicant.

If the application is denied, the applicant will be notified of this decision in writing. This written statement will include the reason(s) for the denial, and state that the applicant has the right to request an appeal of this denial decision and present any extenuating circumstances the applicant would like to have considered.

**F. *Appeal Procedure***

Applicants have fourteen **[14]** days after the date of denial letter to notify management in writing or request a meeting if he/she would like to appeal the denial decision. If a denial letter is sent to an applicant, and no response or new evidence is received within fourteen **[14]** days, the file will be closed permanently.

If the applicant submits a written notice of appeal or requests an appeal meeting within fourteen days after the date of the denial letter, a management representative who was not a party to the original decision to deny will handle the appeal. This representative will review the application and any new facts or information that the applicant feels would have an effect on their application. Management will notify the applicant of their final decision within five **(5)** business days of receiving the applicant's written appeal or the date of the appeal meeting. Persons with disabilities have the right to request reasonable accommodations to participate in the appeal process.

Available units will not be held open during the appeal procedure. If a unit is not available at the completion of the appeal procedure and the appeal is granted, the applicant will be put back on the waitlist in its original position.

A complete Grievance Procedure and Policy is available for anyone who wishes to file a grievance and/or requires detailed information about this subject. This policy is included with the denial letter.

The applicant has the right to dispute the accuracy of any information provided to property by the Consumer Reporting Agency or Screening Company. If the application is denied due to unfavorable information received during the screening

process the applicant may contact the Consumer Reporting Agency that provided the information to the Property. The contact information will be contained in the denial letter. The applicant also has the right to obtain a free copy of the consumer report from the consumer reporting agency that provided the information if the applicant requests it within 60 days of application denial.

## **VIII. Wait List Policy**

### **A. Admissions**

Applicants will be considered according to their chronological order on the waiting list unless preferences are described in Exhibit B of this plan. Priority for units will be given to applicants who meet any applicable community preferences. Applicants at the top of a wait list will be notified of upcoming vacancies of apartments that meet their selected unit preference and will be given the opportunity to set up an appointment for an interview to determine current eligibility. After the interview, the application will be screened and verified prior to being offered a lease. Participating in an interview does not guarantee that the applicant will be eligible or that an apartment will be offered to the applicant.

Apartments designed specifically for a person with disabilities, whenever possible, will be rented to a household or individual needing that specific apartment type. These apartments will be offered first to current residents, and then to applicants, who have noted the need for such an apartment on their application, based on their chronological order on the waiting list. In all instances, an apartment designed specifically for a person with disabilities should be rented to a household with a member needing that type of unit. Outreach will be done with community agencies and organizations to accomplish this.

In the unlikely event that no resident or applicant requires that apartment type, the next applicant on the waiting list can be housed there temporarily only after signing a lease addendum that they will move at their own expense within 30 days of written notification by management that there is a need for their particular apartment and an appropriate sized apartment is available.

### **B. Wait List Administration**

This community periodically opens the wait lists by bedroom size based on community needs. The community announces the opening of the wait list and provides information where and when to apply. The community's Affirmative Fair Housing Marketing Plan, which is available in the rental office, provides further details on the marketing and outreach efforts employed. When the wait list applicants exceed the number of vacancies for a specific unit size for the average unit turnover for one year, the waitlist will be closed. Potential applicants will be notified of the closure, a sign will be prominently posted in the rental office, and no applications will be accepted when the wait list is closed.

The applicant is responsible for keeping the community updated with any changes in their contact information. The applicant may designate a third party contact person or agency to contact us on his/her behalf to provide us with current contact information. Failure of the applicant to provide current contact information will remove the applicant from the wait list. Management will typically update the wait list every 6 months or at least once a year by contacting the applicant at the last known address requesting an update status. If the applicant does not respond to this update request, management will remove the applicant from the wait list. During the status update, management will also request information that helps determine likely eligibility for the housing program; however, eligibility will not be confirmed until the applicant's file has been processed, verified and certified at the time of expected occupancy.

If an applicant on the Wait List is offered an apartment he/she may refuse the offered apartment once and maintain their place on the wait list. The applicant will not be contacted again for a 30-day period. If a second apartment is offered and refused, the applicant will be denied unless a valid verifiable medical reason exists.

When an apartment becomes available, in-place residents requiring a different apartment will be housed appropriately before an applicant will be selected from the Wait List. In this manner, management will be able to avoid displacing, through eviction or other actions, current residents whose housing needs have changed since admission. This will be done in chronological order, based upon the date the Transfer Application was submitted.

## ***IX. Reasonable Accommodation Policy***

This community is committed to making the apartment community readily accessible and usable by individuals with disabilities. Property will consider any request by or on behalf of a disabled resident or applicant for:

- a) A reasonable accommodation requesting a change in its rules and/or policies; or
- b) A reasonable modification relating to alteration of the common areas or an individual unit.

**Any such request should be made in writing in conjunction with the Reasonable Accommodation Policy (Exhibit E). Requests should be forwarded to the Section 504 Coordinator located at Mid-Peninsula Housing, 303 Vintage Park; Suite #250, Foster City, CA 94404. If it is not possible to make the request in writing, the Property Community Manager will assist the person making the request and provide the necessary information.**



**X. *Unit Transfer Policy***

All unit transfers will be processed in accordance with the Transfer Policy (Exhibit F). No preference will be given to residents wishing to be relocated to other communities owned or managed by MidPen Housing.

**XI. *Revision of Resident Selection Criteria***

We reserve the right to make modification to this plan as necessary. When the plan is revised, the effective date of the new plan will be noted on the cover page. In addition, any time a new plan is implemented, all applicants on the wait list and current residents will be provided with notice that a revised plan is being implemented and that they may request a copy from the management office.

**Exhibit A – Community Eligibility- Kottinger Gardens Phase 1**

**This community is funded under the following programs and adheres to all regulatory requirements, income and rent restrictions:**

- IRS Section 42 Low Income Housing Tax Credit Program
- City of Pleasanton Affordable Housing Agreement, Ground Lease, DDLA, and Loan Agreement
- City of Pleasanton HOME Program
- Housing Authority of Alameda County Project-Based Voucher Program
- HUD Use Agreement
- County of Alameda Affordable Housing Trust Fund
- County of Alameda HOME Program
- Affordable Housing Program

**To live at Kottinger Gardens Phase 1, the applicant must be:**

- 62 years of age or older (head of household, co-head, or spouse);
- At or below **30% of AMI**; or
- At or below **40% of AMI**; or
- At or below **50% of AMI**; or
- At or below **60% of AMI**; and
- Within the Occupancy Standards for our unit sizes using the chart below.

**Occupancy Standards**

<b>UNIT SIZE</b>	<b>MINIMUM HOUSEHOLD SIZE</b>	<b>MAXIMUM HOUSEHOLD SIZE</b>
<b>1 bedroom</b>	<b>1 person</b>	<b>3 persons</b>
<b>2 bedroom</b>	<b>2 persons</b>	<b>5 persons</b>

## **Exhibit B -- Community Priorities and Preferences**

Kottinger Gardens Phase 1 will give priority to the following households and applicants in the initial lease-up of the units in the project:

1. Returning households from the former Kottinger Place;
2. Households who currently reside in Pleasanton Gardens;
3. Applicants on the City of Pleasanton's public housing waitlist for the former Kottinger Place in the order they appear on the former Kottinger Place waitlist provided by the City of Pleasanton

Kottinger Gardens Phase 1 will apply the following preference for the remaining units subsequent to lease-up by the above-referenced three priority groups:

Preference will be given on the non-Section 8 Project-Based Voucher Program units to households who live or work in the City of Pleasanton on 15% of the units.

**Exhibit C – Income Limits**

***Income Limits Per Household Size for Alameda County (published April 14, 2017)***

<b><i>Income Limit</i></b>	<b><i>1 person</i></b>	<b><i>2 person</i></b>	<b><i>3 person</i></b>	<b><i>4 person</i></b>	<b><i>5 person</i></b>
<b>30% AMI</b>	<b>\$21,930</b>	<b>\$25,050</b>	<b>\$28,170</b>	<b>\$31,290</b>	<b>\$33,810</b>
<b>40% AMI</b>	<b>\$29,240</b>	<b>\$33,400</b>	<b>\$37,560</b>	<b>\$41,720</b>	<b>\$45,080</b>
<b>50% AMI</b>	<b>\$36,550</b>	<b>\$41,750</b>	<b>\$46,950</b>	<b>\$52,150</b>	<b>\$56,350</b>
<b>60% AMI</b>	<b>\$43,860</b>	<b>\$50,100</b>	<b>\$56,340</b>	<b>\$62,580</b>	<b>\$67,620</b>

**Exhibit D – Special Wait List Policy**

Project-Based Section 8 units will be filled with applicants referred from the Alameda County Housing Authority wait list.

## **Exhibit E – Reasonable Accommodation Policy**

Management recognizes its obligations to reasonably accommodate individuals with disabilities in all phases of its operations. This includes employees, applicants for housing and residents currently in housing operated by MidPen Housing.

The Reasonable Accommodations requirements are expressed in the Fair Housing Act Amendment of 1988 as promulgated by the Department of Housing and Urban Development (24 CFR Parts 14 et seq.) with respect to applicants for occupancy in our housing and current residents of our properties.

In accordance with these regulations, and in recognition of our obligations, MidPen Housing hereby puts forth this Reasonable Accommodations Policy as follows:

1. Management will make reasonable accommodations, which are changes, exceptions, or adjustments to a program, service, building, dwelling unit, or workplace that will allow a qualified person with a disability to participate fully in a program, take advantage of a service, live in a dwelling, or perform a job.
2. Management will make accommodations that are both reasonable and necessary to afford an individual with disabilities equal opportunity. In order to show that a request is necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.
3. Management will determine whether a request for accommodation is reasonable and may propose an alternative that is equally as effective in affording equal opportunity.
4. In order to be eligible for a reasonable accommodation, an individual must be considered disabled as defined by Federal Law. *A person with disabilities is defined as someone who has a physical or mental impairment that substantially limits one or more major life activities; is regarded as having such an impairment; or has a record of such an impairment.*  
*Major life activities include but are not limited to: seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, speaking and working.*
5. Normally a reasonable accommodations request should be submitted in writing, but whenever a resident, applicant, or employee makes it clear that a request is being made for an exception, change, or adjustment to a rule, policy, practice, service, or physical structure because of his or her disability, management will consider the request. Reasonable Accommodation requests can be made by the person with the disability, a family member, or someone else acting on the individual's behalf.

It is usually helpful for both the individual with the disability and management if the request is reduced to writing. If the individual with a disability requires assistance in providing a written reasonable accommodation request, management will assist the individual with disabilities with this request.

6. Upon receiving the request, management will attempt to verify that the applicant/resident/employee meets the definition of a person with disabilities listed above, and needs the accommodation in order to benefit from the programs, or services offered at this community unless the disability is obvious or otherwise known to the provider and the need for the accommodation is readily apparent or known, in which case no verification is required.
7. Management will respond in writing, and in a manner deemed most understandable to the applicant/resident/employee.
8. Management does not, by law, have to honor a reasonable accommodation request that would result in:
  - a. A fundamental alteration in the nature of the program. This means that management does not have to provide services that are not presently being provided. In such case, the individual may obtain the service(s) on his/her own.
  - b. An undue financial burden. This determination will be made on a case-by-case basis, involving various factors, such as the cost of the reasonable accommodation, the financial resources of the property, the benefits the accommodation would provide the requester, and the availability of alternative accommodations that would adequately meet the requester's disability-related need.
  - c. An undue administrative burden. This means the accommodation would not easily be accomplished with existing staff and would require the hiring of additional staff or would result in a reduction in services to other residents.
9. If an accommodation request falls into one of the three categories in (8) above, management will endeavor to identify an equally effective means of meeting the individual's needs. Reasonable accommodations are based on need, not a preference. Management may also, where a request is denied for reasons permitted by law, allow the individual to make modifications at their own expense.
10. Management will allow assistance and companion animals. Management will verify the need for the assistance or companion animal (unless the need is readily apparent or already known), and the resident is responsible for the conduct of the animal at all times in a manner consistent with the lease.
11. This reasonable accommodation policy also applies to employees with disabilities who meet the definition of disabled contained in this policy. Employees with disabilities shall, subject to the limitation described in (8) above, be eligible for reasonable accommodations that will permit them to perform the essential functions of the job.
12. Consideration of all accommodation requests shall be made on a case-by-case basis.
13. Individuals who believe they have been discriminated against in connection with this policy should contact the Director of Compliance/504 Coordinator at Mid-Peninsula Housing, 303 Vintage Park; Suite #250, Foster City, CA 94404.

## **Exhibit F – Transfer Policy**

It is MidPen’s policy to manage our buildings with particular attention and sensitivity to the needs of our residents. Management’s intention is to provide and service quality housing, offer flexibility with regard to changing personal and family needs, and administer our housing programs fairly to everyone. Transfers are made without regard to race, color, sex, creed, religion, national origin, physical or mental status, familial status, age, ancestry, marital status, source of income, sexual orientation, or any other arbitrary personal characteristic.

Vacant units are filled with residents awaiting transfer before applicants from the community wait list. All transfer requests must be made and submitted in writing to management at the site using the **Transfer Request Form**. A separate wait list of persons wishing to transfer will be maintained in the office. Transfer requests will be considered in the order received within each category below.

### **Transfer Categories**

Transfers will be considered for the following reasons:

1. Reasonable Accommodation Requests: Individuals with disabilities may require transfer to a unit designed specifically for persons with disabilities, to a unit that allows them equal opportunity to use and enjoy access to their housing, or to a unit that can accommodate a live-in attendant; this must be approved through the Reasonable Accommodation process.
2. Change in Household Composition: Changes such as an increase or decrease in family size may cause a household to be out of compliance with the specific community or program occupancy standards. Households under or over occupying a unit will be required to transfer to the appropriate sized unit within 30 days of notification of availability.
3. HUD/Tax Credit Compliance: When necessary to remain in compliance with regulatory requirements, residents will be required to transfer to a unit with a specific income set-aside that coincides with household’s income.
4. Household Conflict: When management determines that a conflict between two households cannot be resolved and that a move is necessary, the household with the least seniority on the site will be selected to move to the new unit. Multiple requests by the same household for transfers due to conflict will not be honored.
5. Other Compelling Reasons that MUST be documented and verified.

Residents, who request to transfer under Category 5, must be in good standing and have no serious lease violations.

Good standing is defined as current on all rent and other charges and having no housekeeping deficiencies as verified on the most recent unit inspection.



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Serious lease violations include, but are not limited to damage of property, failure to pay rent on a timely basis, and violating the peaceful enjoyment of neighbors.

This policy is subject to revision pending any change to HUD or Civil Rights regulations.