

## **IRA D. HALL SQUARE**

### **Resident Selection Criteria**

#### **Nondiscrimination Statement**

Ira D. Hall Square's goal is to ensure that all applicants are screened using consistently applied, fair criteria, to provide a desirable, well-maintained and affordable place to live, while complying with the provisions of any federal, state, or local law prohibiting discrimination in housing on the basis of race, ancestry, national origin, religion, sex, familial status, disability, age, color, source of income, citizenship, immigration status, primary language, sexual orientation, gender identity, gender expression, genetic information, and marital status.

MidPen Housing Community Management requires all applicants to meet the following criteria to qualify for this affordable housing community. Renter's insurance is encouraged but not mandatory.

Maximum potential rent (actual amount charged) will depend on unit size, screening results, and other factors related to affordable housing program requirements.

#### **Fees and Deposits**

<b>Security Deposit**</b>	Studio	\$300
	One Bedroom	\$500
	Two Bedroom	\$750
	Three Bedroom	\$1,000
<b>Pet Deposit</b>		\$300
<b>Background Screening Fee</b>		\$45/person aged 18+

#### **Applicant Eligibility Requirements**

All applicants must qualify based on the following:

##### **A. Credit**

Credit screening is a requirement for all applicants over the age of 18. Student loans and medical expenses are excluded from screening. Each applicant's credit-risk score (NOT a FICA score) will be compared to the acceptance policies to determine whether the applicant may be accepted. Criteria include:

- Having no more than 35% of account balances in past due status
- No more than \$2,500 maximum balance of unpaid collections
- Bankruptcies are permitted if they have been cleared
- The absence of credit history by itself will not be a reason to deny an applicant household
- Applicants who receive a government rent subsidy (i.e., Project Based Section 8 or HCV) can elect to provide alternative evidence of their ability to pay rent

##### **B. Rental History**

Information regarding applicant rental history is required prior to approval of application. Criteria include:

- An applicant must provide a landlord (rental)/residence history for the past two (2) years, including contact information (name of landlord, address, and telephone number).
- No judgements against an applicant obtained by the current or previous landlord within the last five (5) years. (No-fault evictions will not count against applicant.)
- The absence of previous rental history by itself will not be a reason to deny an applicant household

##### **C. Criminal Background Check**

Upon receipt of the Rental Application and screening fee, Owner/Agent will conduct a search of public records to determine whether applicant or any proposed resident or occupant has a "conviction" (which means: charges pending as of the date of the application; a conviction; a guilty plea; or no contest plea), for

any of the following reasons, which will be grounds for denial:

- Any household member was evicted in the last three years from federally assisted housing for drug-related criminal activity;
- Any household member is 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 community within the last 7 years
- Felony convictions for sexual related offenses within the last 7 years

Per Housing First principles, Permanent Supportive Housing (PSH) applicants referred through the Coordinated Entry System will have the opportunity to present mitigating circumstances. Before making a final decision to accept or deny an application, the nature and severity of the crime, as well as the amount of time that has passed since the criminal conduct occurred, will be considered. Housing First practices are designed to “screen-in” rather than screen-out applicants with the greatest barriers to housing. In addition, mitigating circumstances shall be considered in a manner that is consistent with federal and state fair housing laws and requirements. The individualized assessment will take into account relevant mitigating information such as (1) the facts or circumstances surrounding the criminal conduct; (2) the age of the individual at the time the conduct occurred; (3) how much time has passed and evidence that the individual has maintained a good tenant history before and after the conviction or conduct; and (4) evidence of rehabilitation efforts.

PSH applicants referred through the Coordinated Entry System and other Project-Based-Voucher applicants will be screened for HUD required measures by the Santa Clara County Housing Authority.

#### **D. Additional Eligibility Requirements**

Applications will be denied if any of the following circumstances apply:

1. The household gross income (using the HUD definition of income) is over the applicable income limit published by HUD;
2. The applicant/household's monthly income does not meet the minimum income standard established for this community and the household will not receive Section 8 or PBV assistance (if available);
3. There is submission of false or untrue information on the application;
4. Failure to cooperate in the verification process including failure to provide requested information;
5. Failure to schedule and/or attend two interviews;
6. 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;
7. Household size does not conform to the stated minimum and maximum sizes;
8. Failure to sign designated or required forms and/or documents upon request;
9. This will not be the only residence for the applicant/household;
10. The applicant/household is not willing to pay the rent as calculated under the subsidy program (where applicable).
11. Failure to present all applicants during the interview;
12. Blatant disrespect or disruptive behavior, or demonstrable history of such behavior, towards management, the community, or other residents exhibited by an applicant or household member or friend any time prior to move-in;
13. Misrepresentation of any information related to eligibility, allowance, household composition or rent.
14. Any applicant whose conduct interferes with, hinders, delays, obstructs or otherwise prevents the application process from being completed may be denied.

#### **E. Minimum and Maximum Income Requirements**

The applicant household's annual income, including assets, must fall within the established restrictions for

the community. The applicant household's total annual gross household income must not exceed the income limits set forth by community financing. At initial occupancy, the applicant household must meet a minimum income requirement of 2x income to gross rent. The Fact Sheet and FAQ will outline the most current maximum income limits for the community. **Applicants with Section 8 vouchers do not need to meet minimum income requirements.**

#### **F. Student Status**

Full-time student households are not eligible for tax credit affordable housing unless the household meets one of the exemptions allowed under Tax Credit program requirements. A full-time student is defined as an individual who attends school full-time (as defined by the institution being attended) for some part of five (5) or more months in the current calendar year (months need not be consecutive).

Exceptions - If all members of the household are full-time students, the applicants may still qualify for residency if:

1. A student receiving assistance under Title IV of the Social Security Act (TANF).
2. A student who was previously under the care and placement responsibility of the State agency responsible for administering foster care.
3. A student enrolled in a job training program receiving assistance under the Job Training Partnership Act or Workforce Investment Act or under other similar Federal, State or local laws.
4. Household consists of a single parent and his or her minor children, and neither the parent nor the children are a dependent of a third party.
5. All students are married and file a joint return.

#### **G. Documentation**

Each potential occupant must provide all documentation required by the selection process. Failure to comply with any of the following may result in denial of application:

- Not attending an interview
- Not providing a completed and signed application, authorization for release of information, resident selection criteria, and application fee (if required)
- Not providing appropriate proof of all income sources and assets
- Not providing any other documents required to determine eligibility

#### **H. Housing Size Requirements/Occupancy Standard**

The occupancy standards for determination of a household's unit size are as follows:

<b>Unit Type</b>	<b>Minimum No. of Persons in Household</b>	<b>Maximum Numbers of Persons in Household</b>
Studio	1 person	2 persons
One Bedroom	1 person	3 persons
Two Bedroom	2 persons	5 persons
Three Bedroom	4 persons	7 persons

\*Occupancy standards stated above do not reflect all program occupancy requirements. Other more restrictive occupancy standards may apply to certain units as determined by their regulatory agreements, such as the Santa Clara County Housing Authority for Project-Based Voucher units.

#### **Application and Interview Process**

Pre-applications will be processed in order of lottery number (if applicable), preference or set-aside designations (where applicable) and based on the eligible unit size selected. Accessible units will be offered first to persons with disabilities.

Each prospective resident will be asked to set up an interview appointment with leasing staff to complete intake paperwork and pay an application fee (if applicable), ensuring all the required paperwork is complete.

Application fees will only be collected at the time of application processing. Applicants will sign the Tenant Income Certification Questionnaire (TICQ) at this appointment and submit any required income and asset documentation. After the personal interview with staff, the household's income, assets, credit, and criminal background will be verified through written third-party verifications. The application process will normally be comprised of two personal interviews. This process will follow Tax Credit regulations, and will also include third-party audit of documentation.

### **Denials & Appeals**

Any denial will include a process for making sure the applicants understand the circumstances leading to the denial and their options for appeal. Denial notifications will be promptly provided and will describe the area in which the applicant criteria were not met and will specify which applicant did not meet the criteria. Upon request, management will provide the applicant with the information used to make the denial decision, and all denial notices will include instructions on how to file the appeal. Applicants have 14 days to submit an appeal. 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 an appeal meeting (when applicable).

### **Reasonable Accommodations**

MIDPEN is obligated to offer qualified applicants with disabilities additional consideration in the application of rules, policies, practices, services and structural alterations if it will enable an otherwise eligible applicant or tenant with a disability an equal opportunity to access and enjoy the housing program. MIDPEN is not required to make an accommodation or physical modification if the accommodation or modification creates undue financial or administrative burden, as determined by the Owner, to the building or if it requires MIDPEN to fundamentally alter or change the nature of the housing program and/or impact the health and safety of the building, other residents, guests, invitees and employees of MIDPEN. MIDPEN will require reliable (i.e. licensed medical provider) third-party verification of the disability and the accommodation required, unless readily apparent. MIDPEN makes all efforts to comply with a requested accommodation, and if MIDPEN finds that the accommodation requested is not reasonable, all efforts will be made to find an accommodation that is both effective and reasonable. Reasonable accommodations will be made to meet the needs of all applicants with disabilities. Please see Exhibit A for additional details.

### **VAWA Policy and Transfer Procedures**

The VAWA protections apply to households applying for or receiving rental assistance payments under any HUD or 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 and that the Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking, Form HUD-5382, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under VAWA. If the applicant needs alternative arrangements regarding the delivery of these documents, management will work with the applicant on other acceptable ways for providing the information. All information regarding the victim's status will be kept confidential and in a separate file in a secure location in accordance with MidPen's Housing Policies and Procedures pertaining to Victims of Domestic Violence, Dating Violence, Stalking, Human Trafficking, Sexual Assault, or Abuse of Elder or Dependent Adult. See Exhibit B for additional details.

### **Unit Transfer Policy**

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

Vacant units will be filled on an alternating basis between in-place residents requesting transfer and applicants from

the external Waiting List as defined in Exhibit B – Transfer Policy. VAWA Transfer Requests and approved Reasonable Accommodation transfer requests will take priority over other in-house transfer requests or applicants on the outside Waiting 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. Unit transfer requests will be done in chronological order, based upon the date the Transfer Application was submitted.

**Live-in Aides**

A live-in aide is a person who lives with an individual and is essential to that individual(s) care and well-being and would not be living in the apartment except to provide the support services required. An aide cannot stay in the apartment once the qualified resident vacates and is not counted as part of the household for determining income eligibility. Criminal background checks (which includes Sex Offender check) will be performed for all live-in aides. All live-in aides must sign a Live-In Aide/Care Attendant Agreement prior to moving in.

**Waitlists**

After all non-PBV units have been occupied by initial lease-up, an ongoing waitlist will be established, including only the next 500 names in order of preference and lottery number remaining on the established ongoing waitlist.

Procedures will be followed to ensure that the waitlist is current and has an adequate number of applicants, and it will be updated annually. The waitlist will include preference or set-aside designations, income, household size, request for accessible unit, and contact information.

A letter will go out to applicants on the waitlist periodically asking them to advise Ira D. Hall Square of their continued interest, and to update any contact information, income, or household size. Applicants that fail to respond will be removed from the waitlist.

Upon receipt of notice to vacate, the first five to ten names from the waiting list for the available unit type will be notified to set up a processing interview. Applicants who are in process but do not move into the unit may be returned to the waitlist.

This community periodically opens the Waiting Lists by bedroom size based on community needs. The community announces the opening of the Waiting List and provides information on where and when to apply.

**Pet Policy**

Pets will be admitted in accordance with the Pet Policy (Exhibit D). Service animals are managed under the Reasonable Accommodation Policy (Exhibit A).

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**ACKNOWLEDGMENT**

By signature below, Applicant acknowledges that he/she has reviewed the rental selection criteria, which includes reasons why the application may be denied. The Applicant understands that if he/she does not meet the rental selection criteria or fails to answer any question or gives false information, we may reject the application, retain fees allowed by statute and terminate any right of occupancy.

**ALL ADULT APPLICANTS MUST SIGN:**

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Applicant Printed Name(s)

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Applicant #1 Signature                      Date

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Applicant #2 Signature                      Date

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Applicant #3 Signature                      Date

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Applicant #4 Signature                      Date

EXHIBIT A  
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. 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. 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 oneself, 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 their 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 made in 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 a case, the individual may obtain the service(s) on their 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 Section 504 Coordinator at MidPen Housing, 303 Vintage Park Drive, Suite #250, Foster City, CA 94404.



EXHIBIT B  
VAWA EMERGENCY TRANSFER PLAN

**Emergency Transfers**

MidPen Housing ("Landlord") as the managing agent for the owner of the property ("Owner") is concerned about the safety of its residents, and such concern extends to residents who are victims of domestic violence, dating violence, sexual assault, or stalking.

In accordance with the Violence Against Women Act (VAWA), Landlord allows residents who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the resident's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of Landlord to honor such request for residents currently receiving assistance, however, may depend upon a preliminary determination that the resident is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether Landlord has another dwelling unit that is available and is safe to offer the resident for temporary or more permanent occupancy.

This plan identifies the individuals who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to residents on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees Landlord's subsidy programs to ensure they are in compliance with VAWA.

**Eligibility for Emergency Transfers**

A resident who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if:

1. The resident reasonably believes that there is a threat of imminent harm from further violence if the resident remains within the same unit; or
2. If the resident is a victim of sexual assault, the resident may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A resident requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Residents who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

**Emergency Transfer Request Documentation**

To request an emergency transfer, the resident shall notify Landlord and submit a written request for a transfer to the Management Office or Landlord's 504 Coordinator as well as documentation of the occurrence of domestic violence, dating violence, sexual assault or stalking if Resident has not previously provided such documentation of the occurrence.

Landlord will provide reasonable accommodations to this policy for individuals with disabilities.

The resident's written request for an emergency transfer should include either:

- a. A statement expressing that the resident reasonably believes that there is a threat of imminent harm from further violence if the resident were to remain in the same dwelling unit assisted under Landlord's program; or
- b. A statement that the resident was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the resident's request for an emergency transfer.

For the convenience of residents, Landlord has developed a form residents may use to request a transfer.

Acceptable documentation of the occurrence of domestic violence, dating violence, sexual assault or stalking must be provided if resident has not previously provided such documentation. Acceptable documentation includes any one of the following forms of verification:

1. A complete HUD-approved certification Form HUD- 5382;
2. A document:
  - a) Signed by the resident and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse;
  - b) That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under this subpart, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under 24 C.F.R. § 5.2003;
3. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
4. At the discretion of Landlord, a statement or other evidence provided by the resident.

If Landlord receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), Landlord has the right to request that you provide third-party documentation within thirty (30) calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, Landlord does not have to provide you with the protections contained in this notice. Should this occur, you will be notified if you will not be provided VAWA protections contained in this notice at the end of the 30-day period.

### **Confidentiality**

Landlord will keep confidential any information that the resident submits in requesting an emergency transfer, and information about the emergency transfer, unless the resident gives Landlord written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the resident, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the resident. See the Notice of Occupancy Rights under the Violence Against Women Act For All Residents for more information about Landlord's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

### **Internal Emergency Transfer Timing and Availability**

Internal emergency transfers refer to an emergency relocation of a resident to another unit where the resident would not be categorized as a new applicant. The resident may reside in the new unit without having to undergo an application process. Internal emergency transfers generally are only available within the community in which the Resident is residing.

Landlord cannot guarantee that a transfer request will be approved or how long it will take to process an internal transfer request. Landlord will, however, act as quickly as possible to move a resident who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit within the same community, subject to availability and safety of a unit. Transfers for these reasons will take priority over all other transfer requests including those made to accommodate a disability and to address over- or under-utilization of a unit.

If a resident reasonably believes a proposed transfer would not be safe, the resident may request a transfer to a different unit. If a unit is available, the transferred resident must agree to abide by the terms and conditions that govern occupancy in the unit to which the resident has been transferred. Landlord may be unable to transfer a resident to a particular unit if the resident has not or cannot establish eligibility for that unit.

When acceptable documentation described above has been received, Landlord will determine if a unit is immediately available. If an internal safe unit is not immediately available, Landlord will review its inventory of units and determine when the next vacant unit may be available and provide a listing of nearby HUD subsidized rental properties, with or without preference for persons of domestic violence, dating violence, sexual assault, or stalking, and contact information for the local HUD field office.

### **External Emergency Transfers**

External emergency transfers refer to an emergency relocation of a resident to another unit where the resident would be categorized as a new applicant. The resident must undergo an application process in order to reside in the new unit. Residents may seek both an internal transfer and an external transfer concurrently.

This policy applies to all applicants (current MidPen community residents with an approved VAWA transfer request, as well as non-MidPen community residents that are applying for housing at a MidPen community and have provided the necessary paperwork for VAWA protection and have submitted a VAWA emergency transfer request). The applicant will undergo an application process to determine income and programmatic eligibility, and will be placed on a Waiting List, as described below.

While MidPen may manage other communities within the area, each are (1) owned by different entities which are the actual housing providers at those communities for whom MidPen is acting as agent, (2) has its own Waiting Lists and (3) is subject to its own regulatory agreements. As such, except in rare circumstances where the Owner of the resident's community also owns another community, Landlord must process transfers to other communities, even those managed by Landlord, as external transfers. In most circumstances, Landlord is unable to give any priority for such external transfers even if Landlord manages the property for the other Owner. Therefore, external transfers generally will require the transferring resident to go on any pending Waiting List in the same position as any other new applicant at the other Owner's property. MidPen, however, will provide information as to any open Waiting Lists.

### **Additional Assistance**

If Landlord has no safe and available units for which a resident who needs an emergency transfer is eligible, Landlord will assist the resident in identifying other housing providers who may have safe and available units to which the resident could possibly move and contact information for the local HUD field office.

At residents' request, Landlord will also assist residents in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

### **Safety and Security of Residents**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the resident is urged to take all reasonable precautions to be safe.

Residents who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Residents who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE or visit the online hotline at <https://ohl.rainn.org/online/>. Residents who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Local resources are also identified on the Local Resource Information form available from Landlord.

## ATTACHMENT C

### UNIT 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, 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-place residents awaiting transfer with an approved Violence Against Women's Act emergency transfer will have priority and be transferred prior to all other in-place resident transfers and applicants from the Waiting List. Once emergency transfers have been resolved, in-place residents with approved Reasonable Accommodations will be transferred before all remaining in-place residents awaiting transfer or applicants from the community Waiting List. Transfer requests requested as a result of an approved Reasonable Accommodation have priority over all other in-place resident transfer requests and applicants from the external Waiting List. All transfer requests must be made and submitted in writing to management at the site using the **Transfer Request Form**. Transfer requests will be considered in the order received within each category below.

In-place residents with an approved unit transfer request (including approved Reasonable Accommodation requests) may refuse the first unit offered for the transfer. If the resident refuses a 2<sup>nd</sup> unit, they will lose their current position, and will be taken off the Transfer Waiting List. If they still wish to transfer, they must request a new unit transfer (or a new Reasonable Accommodation request for unit transfer) in order to be placed in the Transfer Waiting List. Extenuating circumstances may be considered to grant an exception to this policy.

Management-initiated transfers for reasons including under-occupancy or over-occupancy of a unit, or a non-disabled household living in a unit designed for a person with disabilities, are NOT eligible to refuse a unit transfer (refer to Waiting List Policy: Admissions).

#### **Transfer Categories**

Transfers will be considered for the following reasons:

1. **VAWA Emergency Transfer:** VAWA Emergency Transfers will be made in accordance with MidPen's VAWA Emergency Transfer Plan (copy of policy available upon request).
2. **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.
3. **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 appropriately sized unit within 30 days of notification of availability.
4. **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.
5. **Other Compelling Reason:** When management determines that a move is necessary, the reason will be documented, verified and approved by management (either by the Property Manager or Director of Property Operations) prior to initiating the transfer.

Residents who request to transfer under Category 4 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.

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

This policy is subject to revision to comply with any change in Fair Housing/Civil Rights regulations, or other housing program requirements.

Families living in Project-Based Voucher units must also be approved for a unit transfer by the Housing Authority of the County of San Mateo.

EXHIBIT D  
PET POLICY

A pet is a “small, domesticated animal commonly kept in residential settings.”

Pursuant to California Health and Safety Code 50466 and SB 971, a resident will be permitted to own or otherwise maintain one or more common household pets within the resident’s dwelling unit, subject to applicable state laws and local government ordinances related to public health, animal control, and animal anticruelty.

These Pet Rules do not apply to service animals, which are animals specifically trained to aid persons with disabilities. A separate agreement governs those animals.

1. Inoculation. Every pet shall be inoculated in accordance with state and local law. Inoculation shall be the responsibility of the Tenant. Inoculations shall be current at all times, and evidence of current inoculation shall be provided to management as soon as the inoculation(s) is/are administered. It shall be the responsibility of the Tenant to provide evidence of inoculation on a timely basis. Failure of management to notify Tenant of the need for inoculation shall in no way relieve Tenant of the responsibility to obtain inoculations for their pet and to provide evidence of same to management. **California State Law states that all dogs and cats over the age of four months must receive the rabies vaccine every 3 years.** MidPen Housing requires the following vaccines:
  - a. Dogs: Rabies, Canine Distemper, Hepatitis, Parvovirus, and Bordetella for animals living in communities with other dogs.
  - b. Cats: Rabies, Feline Distemper, Feline Calicivirus, and Feline Herpes.
2. Registration. Pet owners must register their pets with the management before the pet is permitted to be brought onto the property and must update the registration annually. Registration is the responsibility of the Tenant and failure of the management to remind the Tenant of the annual registration does not relieve the Tenant of the responsibility for registration. A pet owner’s failure to register pet may result in a Lease Violation and the animal’s immediate removal from the community. Registration includes the following information:
  - a. Certificate of inoculation.
  - b. Information concerning height, weight, breed and appearance of the pet and confirmation that it is a common household pet – caged bird, fish in a tank not larger than 20 gallons, or cat or dog meeting the adult weight limitation of 30 pounds. Any animals larger than 30 pounds must be permanently removed.
  - c. A picture of the animal.
  - d. Name, address, and phone number of at least one responsible party who will care for pet if owner is deceased or otherwise unable to care for pet.
3. Pet Size and Type. Pets shall be limited to common household pets, here defined as a domesticated cat, dog, or a caged bird – none of which may exceed 30 lbs. when fully grown. Prohibited breeds of birds include Macaws, Cockatoos, Parrots, and Conures. One fish tank may be kept so long as the tank does not exceed 20 gallons. No reptiles or rodents shall be permitted.
4. Number of Pets Permitted. Only one pet is permitted per household. Exceptions to the number of pets per household will be made in accordance with CA H & S Code 50466 and SB 971, and other applicable program requirements.
5. Neutering Requirement. Cats and dogs must be neutered before bringing onto the property. Evidence of neutering must be provided to management prior to acceptance/approval of pet.

6. Pet Restraint. All pets shall be on a leash, effectively and appropriately restrained under the control of a responsible household member while in the common areas of the property. Pet restraint includes effective control to ensure that pets do not scratch, claw, or bite any person(s) on the property and do not scratch, claw, or bite furniture, walls, doors, plants, and plant materials. Pets shall be on a leash and supervised at all times when outside a Tenant's apartment. Pets shall be restrained in the Tenant's apartment during any inspections.
7. Sanitary Requirements and Standards. The following sanitary standards govern the disposal of pet waste. Failure to comply with these requirements constitutes a violation of the Lease and may result in a requirement to remove pet from premises permanently or termination of the tenant's Lease.
  - a. Pet owners shall immediately and appropriately dispose of pet waste deposited anywhere in the property. Appropriate disposal includes wrapping waste in paper or plastic and depositing in appropriate trash containers. Wrapping or bag must not be wet on the outside when deposited into the trash.
  - b. Pets may under no circumstances be permitted to deposit waste on the lawns, planting areas, flowerbeds, side of buildings or any other area that is not specifically for the deposit of pet waste. Failure to restrain the pet from this activity is a violation of the Pet Rules and will be grounds for removal of the pet from the property.
  - c. Once per day, pet owners shall remove waste from litter boxes and wrap in paper or plastic, immediately depositing same into appropriate trash containers. Wrapping or bag must not be wet on the outside when deposited into the trash.
  - d. At least twice per week, pet owners shall clean birdcages and/or change litter boxes. Refuse shall be placed into appropriate container, immediately depositing same into appropriate trash containers. Birdcage or litter box wrapping must not be wet on the outside when deposited into the trash.
8. Pet Care Standards. The following pet care standards shall be observed.
  - a. Tenants shall not take pets into recreation/community rooms, kitchens, offices, or public restrooms.
  - b. Tenants shall not permit pets to climb or sit on any furniture in common areas.
  - c. Tenants shall control and limit noise and odor caused by pets. Complaints by other Tenants shall result in a Notice of Pet Violation, which must be resolved, or the pet must be removed from the property.
  - d. All pets shall be licensed in accordance with state and local requirements and shall wear appropriate identification at all times.
  - e. No pet may be left unattended in a Tenant's unit for extended periods of time.
  - f. All pets shall be restrained during unit inspections and when work is performed in the unit.
  - g. No Tenant may keep any pet on a temporary basis. "Pet-sitting" shall not be permitted, and no visiting pets are allowed.
  - h. Pet burials are prohibited within the property.