



## Resident Selection Criteria

### Brightwell West I

Temporary Leasing Office:

833 Market Street, Suite 605  
San Francisco, CA 94103  
Telephone #: (415) 251-6308

Property Address:

750 Golden Gate Avenue  
San Francisco, CA 94102  
Telephone #: (415) 251-6308

April 22, 2026



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## RESIDENT SELECTION CRITERIA

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

Brightwell West is a multi-family residential apartment community located at 750 Golden Gate Avenue in San Francisco. While Brightwell West consists of a single residential building Brightwell West is designated into two parts for financing purposes and each is identified as a separate legal property. The two parts are known as Brightwell West I and Brightwell West II. Brightwell West I has low-income affordable housing units subject to various regulatory requirements associated with a low-income affordable housing. Brightwell West II has moderate-income affordable housing units. As set forth below, both Brightwell West I and Brightwell West II are subject to specific tenancy and occupancy for employees of the San Francisco Unified School District and the City College of San Francisco, known as the Education Employee Priority. While Brightwell West I and Brightwell West II are separate properties subject to different requirements, as set forth below there will be a single application, lottery, and waitlist process managed by the San Francisco Mayor's Office of Housing and Community Development San Francisco Housing Portal DAHLIA. Please see below for more details.

The following document serves as the Resident Selection Criteria for Brightwell West. The reference to "Community" herein shall apply to Brightwell West. The Community is funded through programs that restrict eligibility. A portion of Brightwell West is funded through the Internal Revenue Service's Section 42 Low Income Housing Tax Credit (LIHTC) Program. 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 with 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
- IRS Section 42 regulations, 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.



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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.

The purpose of Brightwell West is to provide housing for employees of the San Francisco Unified School District or City College of San Francisco, (collectively “Education Employees”). As such, Brightwell West is subject to specific tenancy occupancy restrictions which are described herein.

### **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 they have been discriminated against or treated unfairly in the application process, they may contact us in writing at MidPen Property Management Corporation, 303 Vintage Park Drive, Suite #250, Foster City, California 94404, or by email at [legaldept@midpen-housing.org](mailto:legaldept@midpen-housing.org).

#### **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**

The Community endeavors to protect the privacy of the applicants/residents and their information/documents/records that are in the Landlord’s/Owner’s possession. The Community collects and maintains within its possession information/documents/records pertaining to the applicants/residents, including but not limited to personal, financial, background, criminal,



residential history, lease compliance, information. This information/ documents/records may be collected and/or maintained by the Community in physical and/ or electronic format. The Community may use this information/documents/records in its operations, including but not limited to income verification, housing eligibility, determining rent, landlord/tenant relations and disputes, compliance with regulatory obligations, reporting to regulatory agencies, law enforcement, lenders and investors. The Community may share the information/documents/records pertaining to the applicants/resident with third parties including but not limited to federal, state and local regulatory agencies, law enforcement agencies, lenders, investors when required or requested.

The Community shall not use or disclosure the information/documents/records pertaining to the applicants/residents in violation of applicable federal, state and local laws.

## ***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. EDUCATION EMPLOYEE***

A household that includes at least one current SFUSD employee or at least one CCSF employee and meets the income restrictions, occupancy requirements, and all other requirements for the unit.

### ***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 and criminal activity 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 Low-Income Housing Tax Credit (LIHTC) housing assistance program or other housing funding program to the extent applicable. 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.

The VAWA laws will be administered in compliance with Article 49 of the San Francisco Police Code: Fair Chance Ordinance.



## **VI. Eligibility**

### **A. Project Requirements**

#### **1. Income Limits**

The household's annual income must not exceed the applicable income limit for the Community as established by the San Francisco Mayor's Office of Housing and Community Development (MOHCD) and LIHTC regulations and other relevant regulations to the property. Current Income Limits are attached as Exhibit C.

#### **2. 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.

#### **3. Rent Formulas**

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

#### **4. Student Eligibility**

##### **I. Tax Credit 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;



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- b. The household consists of a single parent and their 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.

## **II. HUD Eligibility**

A student must meet all of the following criteria in order to be eligible for HUD assistance programs:

- a. Be of legal contract age under state law;
- b. Have established a household separate from parents or legal guardians for at least one year prior to application for occupancy, or
- c. Meet the U.S. Department of Education's definition of an independent student as follows:
  - (i) The individual is 24 years of age or older by December 31 of the award year;
  - (ii) The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age or older;
  - (iii) The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal residence;
  - (iv) The individual is a veteran of the Armed Forces of the United States (as defined in subsection (c)(1) of HEA) or is currently serving on active duty in the Armed Forces for other than training purposes;
  - (v) The individual is a graduate or professional student;
  - (vi) The individual is married;
  - (vii) The individual has legal dependents other than a spouse;
  - (viii) The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth (as such terms are defined in section 725 of the McKinney-Vento Homeless Assistance Act) (42 U.S.C. 11431 et



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- seq.), or as unaccompanied, at risk of homelessness, and self-supporting, by— (a) a local educational agency homeless liaison, designated pursuant to section 722(g)(1)(J)(ii) of the McKinney-Vento Homeless Assistance Act; (b) the director of a program funded under the Runaway and Homeless Youth Act or a designee of the director; (c) the director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (relating to emergency shelter grants) or a designee of the director; or (d) a financial aid administrator; or
- (ix) The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances.
- d. Not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations; and
- e. Obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support. This certification is required even if no assistance will be provided. This certification is not required for vulnerable youth populations, including individuals who are orphans, in foster care, wards of the court, emancipated minors, unaccompanied homeless youth, and youth at risk of becoming homeless.

## **B. Community Requirements**

### **1. Identification**

Positive government-issued 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.

### **2. 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 and criminal background search.

### **3. 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.



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Landlord history must include a minimum of two (2) years rental histories.

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

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

Mitigating circumstances will be reviewed before a disqualification is made.

Negative landlord history that documents lease violations provided by a previous/current landlord may be grounds for disqualification. Evictions will be reviewed, but no fault evictions will not be held against an applicant. A no fault eviction is defined as landlord action (such as, the landlord sold the building, is moving into the building or other actions that are not the fault of the tenant).

#### **4. Interference/Fraud**

Any applicant whose conduct interferes with, hinders, delays, obstructs or otherwise prevents the application process from being completed may be disqualified. 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.

#### **5. 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, Income Certification, 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.

Per San Francisco Housing Code 503(b), occupancy limits do not include minors under the age of six (6) years do not count towards the unit occupancy maximum limit.



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

## **6. Income Requirements**

Applicant households must meet the minimum income requirements set at two (2) times the net rent for the unit. Management may review and amend this requirement if deemed necessary. Minimum income is not applicable to applicants with a Section 8 voucher from the Housing Authority.

## **7. Credit Requirements**

This Community owner/property manager evaluates each person applying to live at the 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 their lease obligations. Credit history checks will not be run until after income and asset eligibility is finalized.

The basis for disqualification of an application (attributable to credit) includes the following reasons:

- 1) Unlawful detainers within the past 2 years;
- 2) Unpaid judgements within the past 2 years;
- 3) Unpaid collections and liens in excess of \$5,000 within the past 2 years, with the exception of:
  - a) Medical bills,
  - b) Student Loans,
  - c) Documented financial hardships related to the COVID-19 pandemic.

An applicant who receives a disqualification has an opportunity to appeal the decision, pursuant to the property's Appeal and Mitigation Policies. An applicant who is denied based on their credit-risk score will be provided with a copy of the consumer report(s) on which the credit-risk score was based and a disqualification letter to the applicant(s), 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 they may take in order to do so. Available units will be held open during the appeal review of the disqualification. If the applicant does not submit an appeal within 5 business days, then the unit will be made available to another applicant. The absence of credit history by itself will not be reason to disqualify an applicant household. Mitigating circumstances will be reviewed before a disqualification is made.

## **8. Background Screening Requirements**

This property will adhere to San Francisco Police Code Article 49: Procedures for considering arrests and convictions and related information in employment and



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housing decisions. Please refer to Exhibit H for full background screening criteria procedures.

Prior to final acceptance of any application and after all other qualifications for affordable housing are finalized, 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:

- 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

Mitigating circumstances will be reviewed before a disqualification is made. If the application is disqualified 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 disqualified based on a criminal background search will be provided with a copy of the report, a disqualification letter to the applicant(s), and applicant may appeal and 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 they may take in order to do so. Available units will be held open during any such appeal/investigation by the applicant for no more than fourteen (14) days. In the event of a verifiable extenuating circumstance where an appeal cannot be resolved within 14 days, an extension may be granted by the management agent, at its sole discretion. Refer to “Exhibit I, Mitigation Policy” and “Exhibit J, Appeal and Grievance Procedures” for details.

## ***C. Priority for District Employees***

### **1. Primary Priority/Eligibility Requirement**

The purpose of Brightwell West is to provide housing to the Education Employees as defined herein. In accordance with this purpose, the primary preference for Brightwell West is to provide priority during lease up and at the filling of residential unit vacancies during ongoing property operations in accordance with the waiting list to current Education Employees, as outlined and defined in Exhibit B, which is incorporated herein.



## **2. Tenancy/Occupancy Does Not Impact Employment Status with District**

The tenancy and/or occupancy of a unit at Brightwell West by an Education Employee does not affect, impact, alter, or amend the employment relationship if any between the Districts and the Education Employee.

The tenancy and/or occupancy of a unit at Brightwell West by an Education Employee does not act as any representation or promise to the Education Employee regarding or otherwise confer any rights or guarantees on the Education Employee regarding their employment with the District.

The tenancy and/or occupancy of a unit at Brightwell West by an Education Employee does not restrict, impair, or impact Districts' ability/authority to manage/terminate an Education Employee's employment to the extent otherwise permitted by law or any other applicable agreements.

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

### ***A. Pre-Marketing, Marketing & Application Process for Education Employees***

Brightwell West's purpose is to provide housing for employees of the San Francisco Unified School District and City College of San Francisco. To facilitate that goal, the following marketing, application and lottery process will be used to create a combined waiting list to be used for lease up of both Brightwell West I and Brightwell West II and then to fill post lease up vacancies for Brightwell West I and Brightwell West II as set forth below.

#### **1. During Lease Up**

During the lease up of Brightwell West, the pre-marketing and marketing process will be made available to all potential applicants, in addition to the targeted marketing to Education Employees. Applications will be accepted through the DAHLIA San Francisco Housing Portal for 21 calendar days. At the completion of the marketing process the San Francisco Mayor's Office of Housing and Community Development ("MOHCD") will conduct an initial lottery through DAHLIA of the applications received and overlaid with the San Francisco Housing Lottery Preferences set forth herein to the lottery results, which will be provided to MidPen Property Management Corporation as property manager for Brightwell West I and Brightwell West II. MidPen Property Management Corporation shall use the lottery list to commence the lease up process for Brightwell West.

For any applicant, who is either a SFUSD employee or CCSF employee at the time of submitting a Lottery Application and is no longer employed by SFUSD or CCSF before



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commencement of their lease, their application will no longer be processed with a Primary Priority and will be revisited according to lottery rank order.

## **2. After Lease Up**

After Brightwell West has reached 100% lease up on all units across Brightwell West I and Brightwell West II, MOHCD will review the lease up initial waiting list. The top applicants in lottery ranked order, with the preference order, at the number of spots determined by the latest approved marketing plan, will be provided to MidPen Property Management to create a post lease up “waiting list” used for filling post lease up vacancies for Brightwell West.

At the earlier of either exhaustion of the existing waitlist in Section VII.A.2., or determination by, MidPen Property Management that there is a need to add additional applicants to the Post Lease Up waiting list, MidPen Property Management will submit a written request to MOHCD for consent to commence a further marketing effort to add applicants to the waitlist. MidPen Property Management’s request will include a written proposal for the marketing and application process to be used by MOHCD which shall include targeted marketing to the Education Employees. Upon approval of the request and the proposed marketing process, MidPen Property Management and MOHCD shall conduct a new marketing process, including targeted marketing for Education Employees, through DAHLIA open to all potential applicants to add to the post lease up waiting list for Brightwell West. Each of these marketing processes will be conducted for a period of time in accordance with the marketing process proposed by MidPen Property Management and agreed to by MOHCD. At the completion of each of these marketing processes, MOHCD shall conduct a lottery through DAHLIA of the applications received during this marketing process. MOHCD will apply the Education Employee Priority, and overlay the applicable San Francisco Housing Preferences to the results of each of these additional lotteries.

### ***B. Complete a Post-Lottery Building Application***

To apply to live at this Community, an applicant must complete a building application post-lottery and certify that the supplied information is complete and accurate. The post-building application will be provided to applicants before their applicant interview meeting. Based on the household size, an appropriate unit size will be determined for the applicant in lottery ranked order.

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

### ***C. Submit a Post-Lottery Building Application***

The post-lottery building-application must be signed and dated by digital signature if submitted electronically, or if a physical copy is submitted, by **all adult members** for the application to be considered. Applications can be submitted electronically, by mail or in person at the Community leasing office during normal business hours.



Applications will be screened for application completeness, legibility, and to determine that the household meets the basic requirements to qualify for this Community. If it appears that the applicant household meets the basic requirements, the applicant will be kept on the Waiting List. Being on the Waiting List does not automatically qualify the applicant for a unit.

#### **D. 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 disqualification. 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 building application. All sources 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 sources of income, assets, household composition, etc., which may have any bearing on the rent that is paid or subsidy received, are verified.*

#### **E. 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 applicant/household does not meet the IRS's definition of a qualified household under the Full-Time Student Rule;
3. The household gross income (using the MOHCD definition of income) is over the applicable income limit (Exhibit C);
4. 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;
5. The applicant/household has an unacceptable credit history as reported by a consumer-reporting agency;
6. There is submission of false or untrue information on the application;



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7. Failure to cooperate in the verification process including failure to provide requested information;
8. Failure to attend the first and second scheduled interviews;
9. Except for refusals related to occupancy limits in accordance with San Francisco Housing Code 503(b), 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 and in compliance with the Fair Chance Ordinance;
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 MOHCD program and Section 42 program (as applicable).
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.

### ***F. Application Decision***

Unit selection will be determined based on household size in lottery ranked order. 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 they 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 disqualified, the applicant will be notified of this decision in writing. This written statement will include the reason(s) for the disqualification, and state that the applicant has the right to request an appeal of this disqualification decision and present any extenuating circumstances the applicant would like to have considered.



### ***G. Appeal Procedure***

Applicants have five (5) calendar days after the date of the disqualification letter to notify management in writing they would like to appeal with additional new documentation the disqualification decision. During the 14-day appeal review period, a comparable unit will be held for the household. If the applicant provides new information that adequately supports their appeal within five (5) calendar days, they may be deemed eligible for a unit. Failure to submit new information within five (5) calendar days will permit MidPen Property Management to release the unit to the next applicant on the Waiting List and the file will be closed permanently. Further, if the applicant successfully completes the appeal process, they will retain their original position on the Waiting List. Disqualifications specifically related to criminal background screenings will have fourteen (14) calendar days to appeal and failure to submit new information within fourteen (14) calendar days will permit MidPen Property Management to release the unit to the next applicant on the Waiting List.

If the applicant submits a written notice of appeal within five (5) calendar days after the date of the disqualification 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 fourteen (14) calendar days of receiving the applicant's written appeal. Persons with disabilities have the right to request reasonable accommodations to participate in the appeal process.

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 disqualification 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 applicant(s) will be provided with a copy of the report as well as a disqualification letter. The contact information will be contained in the disqualification 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 disqualification.

## ***VIII. Waiting List Policy***

### ***A. Admissions***

Applicants will be considered in the order of priority as follows: first in accordance with the Community-specific preferences (Exhibit B of this plan), and then by lottery number.



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Applicants at the top of a Waiting 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 preference lottery rank 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. Waiting List Administration***

As stated above there will be a single combined waitlist for Brightwell West in accordance with the procedures set forth herein. Each of the communities Brightwell West I and Brightwell West II shall draw potential residents from that combined waitlist. Each of the communities has its own eligibility requirements which shall be administered by that specific community. There is the possibility that individuals on the waitlist may be eligible for both communities. In that situation, if units are still available in both communities, the eligible applicant may select the unit most suited to their needs.

This Community may have an opening on the Waiting Lists by bedroom size based on Community needs. Such opening of the Waiting Lists shall be subject to the marketing, application process and procedures set forth herein. The Community announces the opening of the Waiting List and provides information when to apply on DAHLIA. 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. 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 Waiting 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 their behalf to provide us with current contact information. Failure of the applicant to provide current contact information will remove the applicant from the



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Waiting List. Management will typically update the Waiting List 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 Waiting 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 Waiting List is offered an apartment, they may refuse the offered apartment once and maintain their place on the Waiting 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.

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 F – 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.

### ***C. 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:

1. A reasonable accommodation requesting a change in its rules and/or policies; or
2. 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 MidPen Housing Corporation, 303 Vintage Park; Suite #250, Foster City, CA 94404, or by email to [504coordinator@midpen-housing.org](mailto:504coordinator@midpen-housing.org). 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.**

## ***IX. 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 Corporation and its related entities.



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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 F – 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.

#### ***X. Pet Policy***

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

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

We reserve the right to make modifications 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 Waiting 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 - Brightwell West**

To live at **Brightwell West I**, the applicant must be:

- 18 years of age or older (Head of Household) or legally emancipated; and
- At or below the **30% of TCAC AMI, 40% of MOHCD AMI, 30% of State Median AMI**;  
or
- At or below the **40% of TCAC AMI, 60% of MOHCD AMI, 40% of State Median AMI**;  
or
- At or below the **50% of TCAC AMI, 70% of MOHCD AMI, 50% of State Median AMI**;  
or
- At or below the **60% of TCAC AMI, 90% of MOHCD AMI, 60% of State Median AMI**.

**Occupancy Standards**

**Brightwell West I**

| <b>UNIT SIZE</b>        | <b>MINIMUM HOUSEHOLD SIZE</b> | <b>MAXIMUM HOUSEHOLD SIZE</b> |
|-------------------------|-------------------------------|-------------------------------|
| <b>0 Bedroom/Studio</b> | <b>1 person</b>               | <b>2 persons</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>              |
| <b>3 bedroom</b>        | <b>4 persons</b>              | <b>7 persons</b>              |

Minors under the age of 6 do not count toward occupancy limit in accordance with San Francisco Housing Code 503(b). For example, a household with 2 adults and 2 minors under the age of 6 can be offered a studio, 1 Bedroom, 2 Bedroom, or 3 Bedroom unit depending on unit availability.



## **Exhibit B – Community Preferences**

Brightwell West will apply the following preferences on all units. Preferences are defined below. The Education Employee Priority will be applied and the San Francisco Housing preferences will be overlaid as applicable.

San Francisco Unified School District (SFUSD) employees and San Francisco Community College District (SFCCD or CCSF) employees who submit lottery applications will be required to include their employee IDs in their lottery application on DAHLIA, and such employee IDs will be used to determine if they will be prioritized as Education Employee priority. If any SFUSD employee has questions about their employee ID, the employee can contact SFUSD at [housing@sfusd.edu](mailto:housing@sfusd.edu). If any SFCCD/CCSF employee has questions about their employee ID, the employee can contact SFCCD/CCSF at [ccsfhousing@ccsf.edu](mailto:ccsfhousing@ccsf.edu).

Current employment with SFUSD or CCSF will be verified by MidPen Property Management at applicant interview. At an applicant's interview, applicants will be requested to provide documentation from their current pay stub to verify their employee ID.

- **Education Employee Priority**

A household is considered eligible for the Education Employee occupancy priority if the household includes at least one current San Francisco Unified School District employee or at least one San Francisco Community College District employee and meets the income restrictions, occupancy requirements, and all other requirements for the unit.

SFUSD and SFCCD/CCSF employees will be able to list their employee IDs on their lottery application on DAHLIA, San Francisco's Housing Portal.

- **Veterans of the U.S. Military**

Veterans rank highest within a lottery preference category. A household member on the lottery housing application must be a Veteran of the U.S. military (must show proof) and qualify for at least 1 of the San Francisco's housing lottery preferences.

- **COP – Certificate of Preference**

Households are eligible for a Certificate of Preference (COP) certificate if the household was displaced by the former SF Redevelopment Agency in the 1960s and 1970s.

- **DTHP – Displaced Tenant Housing Preference**

Households are eligible for a Displaced Tenant Housing Preference (DTHP) program certificate from MOHCD if household has been displaced by an Ellis Act or an Owner Move-in eviction, their apartment was extensively damaged by fire; or have been



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given an unaffordable rent increase due to affordability restrictions expiring. Up to 20% of available lottery units will be set aside for applicants with DTHP.

- **NRHP - Neighborhood Resident Housing Preference (lease-up only)**

Any applicant household with at least one member who currently lives in the same Supervisorial District or within a half-mile radius of the property may be eligible for the NRHP. Up to 40% of available units will be set aside for applicants with NRHP.

- **Live or Work Preference**

Any applicant household with at least one member who currently lives in San Francisco or works at least 75% of their working hours within San Francisco may be eligible for the Live or Work Preference.

Applicants who live at an eligible address on the date that they submit their lottery housing application but subsequently move outside of San Francisco will receive the Live or Work.

Households made up of individuals who do not currently live together at the time of application may be eligible for Live or Work so long as at least one member lives at an eligible address or works at least 75% of their working hours in San Francisco at the time of application.

### **Documentation**

To be considered a Household that lives or works in San Francisco, at least one member of the Household must provide the following proof of either residency or employment:

- **Residency**

To establish residency, the Household member must provide supporting documentation verifying that he or she lives in San Francisco, including at least one (1) of the following:

- Telephone bill (land line only)
- Cable or internet bill
- Gas bill
- Electric bill
- Garbage bill
- Water Bill
- Paystub (listing home address)
- Public benefits records (e.g. SSI/SSP, MediCal, GA, Unemployment Insurance, Cal Fresh)
- School records
- Letter documenting homelessness from your service provider



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All documentation must list the household member's name and current address and be dated within 45 days of the date of the lottery application. MOHCD reserves the right to request additional information and documentation.

Applicants who are homeless at the time of application may demonstrate eligibility for the Live or Work preference by providing a letter from a case manager or homeless shelter attesting to the fact that the applicant is homeless and identifying where they are currently staying. Letters must be signed, dated and on official letterhead from an agency that provides health, mental health or housing services to the homeless.

○ **Employment**

To establish that a Household member is employed in San Francisco for purposes of the Live or Work, such member must provide supporting documentation verifying that the he or she is employed in San Francisco.

MidPen Property Management shall verify that a Household member works in San Francisco by reviewing the Household member's paystubs. If the member's employer is not based in San Francisco, or if the paystubs do not reflect a San Francisco work address, the Household member must supply a letter from the employer stating that the person works primarily in San Francisco and that at least 75% of their working hours are in San Francisco. MOHCD reserves the right to request additional information and documentation.

Inquiries about eligibility for the Live or Work and other questions regarding the application process should be addressed to the Mayor's Office of Housing and Community Development at (415) 701-5500, via TDD at (415) 701-5503 or via email at [sfhousinginfo@sfgov.org](mailto:sfhousinginfo@sfgov.org).

**Preference Order**

Preferences will be applied according to the order set forth below.

Priority will be given to US Military Veterans. Veterans receive priority within the below City Preference categories.

**1. Education Employee Priority**

- a. COP – SFUSD/CCSF Employee
- b. DTHP – SFUSD/CCSF Employee
- c. NRHP - SFUSD/CCSF Employee
- d. Live/Work in San Francisco – SFUSD/CCSF Employee
- e. SFUSD/CCSF Employee – without Applicable City Preference



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**2. General Public with Applicable City Preferences**

- a. General Public - COP
- b. General Public - DTHP
- c. General Public - NRHP
- d. General Public - Live/Work

**3. General Public without Applicable City Preferences**



**Exhibit C – Income Limits and Rents**

**San Francisco County Income Limits & Rents  
 Maximum Income Per Household**

*Maximum income limits published by Mayor’s Office of Housing and Community Development (MOHCD), effective May 2025, California Tax Credit Allocation Committee (CTCAC), effective April 2025, California Department of Housing and Community Development (HCD), effective April 2025. Income limits are subject to change and are updated at least annually. Income limits in effect at time of Move-In are used for final qualification.*

*The AMIs included on the DAHLIA listing for Shirley Chisholm Village may vary from the below; however, the rent levels per unit are consistent with each unit type.*

**Mayor’s Office of Housing and Community Development (MOHCD)  
 2025 Maximum Household Income Limits**

| AMI | 1 people | 2 people  | 3 people  | 4 people  | 5 people  | 6 people  | 7 people  |
|-----|----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 40% | \$43,650 | \$49,900  | \$56,100  | \$62,350  | \$67,300  | \$72,300  | \$77,300  |
| 60% | \$65,450 | \$74,800  | \$84,150  | \$93,500  | \$101,000 | \$108,500 | \$115,950 |
| 70% | \$76,350 | \$87,300  | \$98,200  | \$109,100 | \$117,800 | \$126,550 | \$135,300 |
| 90% | \$98,200 | \$112,250 | \$126,250 | \$140,250 | \$151,450 | \$162,700 | \$173,950 |

**California Tax Credit Allocation Committee (CTCAC) 2025 Maximum Household Income Limits**

| AMI | 1 people | 2 people | 3 people  | 4 people  | 5 people  | 6 people  | 7 people  |
|-----|----------|----------|-----------|-----------|-----------|-----------|-----------|
| 30% | \$40,620 | \$46,440 | \$52,230  | \$58,020  | \$62,670  | \$67,320  | \$71,970  |
| 40% | \$54,160 | \$61,920 | \$69,640  | -         | -         | -         | -         |
| 50% | \$67,700 | \$77,400 | \$87,050  | \$96,700  | \$104,450 | \$112,200 | \$119,950 |
| 60% | \$81,240 | \$92,880 | \$104,460 | \$116,040 | \$125,340 | \$134,640 | \$143,940 |

**California Department of Housing and Community Development (HCD) 2025 Maximum State  
 Income Limits**

| AMI | 1 people | 2 people | 3 people  | 4 people  | 5 people  | 6 people  | 7 people  |
|-----|----------|----------|-----------|-----------|-----------|-----------|-----------|
| 30% | \$41,150 | \$47,000 | \$52,900  | \$58,750  | \$63,450  | \$68,150  | \$72,850  |
| 40% | \$54,824 | \$62,656 | \$70,488  | \$78,320  | \$84,586  | \$90,851  | \$97,117  |
| 50% | \$68,550 | \$78,350 | \$88,150  | \$97,900  | \$105,750 | \$113,600 | \$121,400 |
| 60% | \$82,236 | \$93,984 | \$105,732 | \$117,480 | \$126,878 | \$136,277 | \$145,675 |

**TENANT RENT LEVELS PER UNIT  
 Rent – Excluding Any Utility Allowance**

*Inquire with MidPen Property Management for any Maximum and Minimum Rent Clarifications*

| AMI | Studio | 1 Bedroom | 2 Bedroom | 3 Bedroom |
|-----|--------|-----------|-----------|-----------|
| 30% | \$843  | \$877     | \$1,054   | \$1,216   |



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|            |                |                |                |                |
|------------|----------------|----------------|----------------|----------------|
| <b>40%</b> | <b>\$1,182</b> | <b>\$1,240</b> | <b>N/A</b>     | <b>N/A</b>     |
| <b>50%</b> | <b>\$1,520</b> | <b>\$1,602</b> | <b>\$1,925</b> | <b>\$2,222</b> |
| <b>60%</b> | <b>N/A</b>     | <b>\$1,965</b> | <b>\$2,360</b> | <b>\$2,725</b> |



**Exhibit D – Special Waiting List Policy**

Not Applicable



## **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 Corporation and/or its related entities.

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 Corporation and MidPen Property Management hereby put 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 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.



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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 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 Corporation, 303 Vintage Park; Suite #250, Foster City, CA 94404.



## **Exhibit F – Transfer Policy**

It is MidPen Property Management’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 Property Management’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.



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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 appropriate sized unit within 30 days of notification of availability.
4. HUD 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 documented 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 of 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.



## **Exhibit G – 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 Property Management requires the following vaccines:
  - a. Dogs: Rabies, Canine Distemper, Hepatitis, Parvovirus, and Bordatella 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. 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



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domesticated cat, dog, or a caged bird – none of which may exceed 30 lbs. when fully grown. 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 insure 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.



## **Exhibit H – Criminal Background Screening Requirements**

Once the property has evaluated and confirmed all other applicant eligibility criteria, the property will run a background screening, including criminal history, in compliance with Article 49 of the San Francisco Police Code, also referred to as the San Francisco Fair Chance Ordinance. The property will “screen in”, rather than “screen out”, applicants who have criminal record as per San Francisco police Code, Article 49, Sections 4901-4902, or the Fair Chance ordinance.

1. The property shall not automatically bar applicants who have a criminal record in recognition of the fact that past offenses do not necessarily predict future behavior, and many applicants with a criminal record are unlikely to re-offend.
2. The properties conviction review will be limited to a period of no more than seven (7) year.
3. In making its housing decision as to the applicant, the property shall conduct an Individualized assessment of only "Directly-Related Convictions" and "Unresolved Arrests," as those terms are defined by Section 4906 of the San Francisco Police Code, the time that has elapsed since the Conviction or Unresolved Arrest, and any evidence of inaccuracy or "Evidence of Rehabilitation" or "Other Mitigating Factors," as those terms are defined by the San Francisco Police Code, Article 49.
4. Prior to taking any negative action or denying the application for housing, the property will provide the applicant household a copy of the background report and identify the particular convictions or unresolved arrests on which the negative action would be based. The property shall also provide to the applicant a copy of the notice described in San Francisco Police Code, Article 49, Sections 4907(b) and (c).
5. The property will give the applicant household fourteen (14) calendar days to respond orally or in writing to provide evidence of rehabilitation, mitigating factors, or inaccuracy in the report, delay any negative action for reasonable time, and reconsider in light of the applicant's response. (The Property will notify the individual and/or applicant household of any final negative action in writing).
6. The property will not require an applicant to disclose on any housing application or inquire about the fact or details of any "Conviction History" or "Unresolved Arrest," as those terms are defined by the San Francisco Police Code, Article 49, or any of the six "off-limits" categories set forth immediately above.
7. The property will consider:
  - a. The individual circumstances of each applicant, and
  - b. The relationship between offense, and
    - i. The safety and security of other tenants, staff and/or the property, and
    - ii. Mitigating factors, including, but not limited to:
      1. The seriousness of the offense,



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2. The age and/or circumstances of the applicant at the time of the offense,
  3. Evidence of rehabilitation, such as employment, participation in a job training program, continuing education, participation in a drug or alcohol treatment program, or letters of support from parole or probation officer, employer, teacher, social worker, medical professional, or community leader,
  4. If the offense is related to acts of domestic violence committed against the applicant, and/or
  5. If the offense was related to a person's disability
8. Disqualification may also result from
- a. A criminal report that demonstrates unresolved arrests or a history of convictions for burglary, robbery, vandalism, violence, or other crimes against persons or property in the last seven (7) years may be a basis for disqualification.
  - b. Rental history reports of:
    - i. The applicant's (or member of the applicant's household) illegal use of a controlled substance within the last six (6) months; or
    - ii. the applicant's (or member of applicant's household) abuse of alcohol that resulted in the exhibition of abusive or violent behavior on the property and/or that interfered with the health, safety, or right to peaceful enjoyment of the premises by other residents or staff; or
    - iii. the applicant's violation of house rules pertaining to maintaining the cleanliness of the unit or common areas or refusing to abide by lease or house rule provisions concerning pest control.

Applicants can contact The San Francisco Human Rights Commission for more information about the Fair Chance Ordinance. <https://www.sf.gov/departments/human-rights-commission>



## **Exhibit I – Mitigation Process**

### **Mitigating Circumstances Policy**

In the event an applicant fails to meet one or more of the Resident Selection Criteria and the application is disqualified, the Property may consider admitting the applicant and approving the application through consideration of mitigating circumstances or by applying reasonable accommodations if requested by applicant. During the appeal review period, an applicant will then have the opportunity to explain why their negative background problem occurred and what has changed so that similar incidents will not recur. Decisions on appeal will be made by MidPen Property Management staff who are not a party to the original decision to disqualify the applicant. The decision will be based on the applicant's capacity to comply with the lease and considerations outlined in section 7 of Exhibit H of the Resident Selection Criteria.

Mitigating circumstances are verifiable facts that would overcome or outweigh information gathered in the resident selection process. The verifier must corroborate the reason(s) given by the applicant for the disqualifying circumstances, and indicate that the prospect for lease compliance in the future is good because the reason for his/her disqualifying circumstances is either no longer in effect or otherwise controlled.



## **Exhibit J – Grievance Procedure**

### **GRIEVANCE PROCEDURE**

#### **1. DEFINITIONS**

- a. Brightwell West is referred to as “the Development” in this procedure.
- b. MidPen Property Management Corp. is referred to as “management” or “we/us” in this procedure.
- c. Complainant is defined as any Resident or prospective Resident in the project whose rights, duties, welfare or status are or may be adversely affected by management with respect to such action or failure to act. Complainant is referred to in this procedure as “complainant,” “you,” or “tenant.”
- d. Prospective residents receiving an initial disqualification and files an appeal are not subject to a hearing.
- e. Grievance is defined as any dispute with respect to management action or failure to act in accordance with lease requirements, or any management action or failure to act involving the interpretation or application of regulatory and management regulations, policies, or procedures which adversely affects the rights, duties, welfare, or status of the complainant.

#### **2. DISTRIBUTION AND AMENDMENTS TO THIS PROCEDURE**

We must give a copy of this procedure to you at the time you move into the project and to each prospective resident who is rejected for occupancy. Whenever this procedure is changed, we must provide a revised copy to you, with a 30-day Notice of any change’s effective date.

#### **3. APPLICABILITY**

- a. This procedure shall apply to all individual grievances between you and us.
- b. This procedure will not apply to:  
the validity or propriety of the terms and conditions of the residential lease, eviction or termination of occupancy based upon your creation or maintenance of a threat to the health or safety of other residents or our employees, class grievances, and disputes between you and other residents not involving us.

#### **4. RIGHT TO A HEARING**

When you file a written or oral request as described in this procedure, you are entitled a hearing, relative to any grievance as defined in Section 1. of this procedure. Section 1161 (4) states that subletting, waste, nuisance, or unlawful use are grounds for service of a 3-Day Notice to Quit upon the person(s) in possession of the dwelling unit.

#### **5. TYPES OF HEARINGS**

There are two types of hearings with respect to this procedure:

- a. **Informal Hearing.** This is an informal meeting between you and us, to discuss your grievance. The goal of the informal hearing is to settle the problem without the need for a formal hearing. In the event the problem is not settled, you are entitled to request a formal hearing as provided in this procedure.
- b. **Formal Hearing.** This is a formal hearing with you, us, and a hearing officer or hearing



panel. Decisions from this hearing are binding on you and us.

## 6. INFORMAL HEARING

- a. **Presentation of grievance.** You must personally present your grievance either orally or in writing to us at our site office or central office so that you and we may discuss your grievance informally. You must present your grievance within a reasonable time, not to exceed five days from our action or failure to act, which is the basis for your grievance. The grievance may be simply stated, but you should specify the particular ground(s) for the grievance and the action or relief you seek. We will schedule a meeting with you within five working days after we receive your request.
- b. **Summary and answer.** We will prepare a written, dated, and signed summary of our discussion and answer to your grievance within a reasonable time, not to exceed fourteen days. We will mail or deliver one copy to you and keep one in your file. Our answer shall specify 1) the names of the hearing participants, 2) the date of the hearing, 3) the nature of the grievance, 4) the proposed disposition of the grievance and the specific reasons therefore, 5) your right to a formal hearing, and 6) the procedure by which you may request a formal hearing if you are not satisfied with the proposed disposition.
- c. **Request for a formal hearing.** If you are dissatisfied with the proposed disposition of the grievance as stated in the answer, you may submit a written request to us for a formal hearing. You should make your written request within a reasonable time after you received the answer to the grievance, not in excess of ten days, and you must date and sign the request. We will place a copy of your request in your file along with the grievance and the answer.
- d. **Failure to request a hearing.** If you do not request a formal hearing within the time allowed in (c.) above, you waive your right to a formal hearing and the proposed disposition of the grievance becomes final. This shall not, however, constitute a waiver of your right thereafter to contest the disposition of the grievance in an appropriate judicial proceeding.

## 7. FORMAL HEARING

- a. **Selection of the hearing officer or hearing panel.** When we receive your request for a formal hearing, we will contact you in person or by telephone to discuss the selection of a hearing officer. The hearing officer must be an impartial, disinterested person selected jointly by us and you. If we and you cannot agree on a hearing officer, we and you shall each appoint a representative and the two members so appointed shall select a third member. If the members you and we appoint cannot agree on a third member, such member shall be appointed by an independent organization contacted by us, such as a local mediation board or chapter of the American Arbitration Association. The chairperson of a hearing panel shall be elected by the members of the panel.

The following guidelines govern the selection of hearing officers and Panel members:

1. No relative of yours may serve as a hearing officer or panel member.
2. None of our officers or employees who directly proposed a disposition to the grievance or whose duties and responsibilities directly involve him/her in any way with the grievance at issue may serve as a hearing officer or panel member for the



formal hearing.

3. The third member of a panel may not be one of our officers or employees, nor a resident of any property under our jurisdiction.
- b. **Time Limits.** Both you and we must act to avoid unnecessary delays in resolving grievances. The hearing officer or panel shall be selected and the hearing scheduled by us as promptly as possible, no more than five days after the receipt of your request for a hearing. We will make all reasonable effort so that the date, time, and location of the hearing are convenient to you. We will inform you of the schedule for the hearing and the procedures governing the hearing by way of written notification delivered or mailed to you no less than five days in advance.
- c. **Fair Hearing.** You are entitled to a fair hearing providing the basic safeguards of due process before the hearing officer or panel and you may be represented by counsel or another person chosen as your representative. You must be personally present at the hearing.
- d. **Private Hearing.** The hearing will be private unless you request a public hearing. The attendance of persons with a valid interest in the proceedings shall not be limited.
- e. **Discovery.** You or your authorized representative may examine before the hearing and, at your expense, request copies of all of our documents, record, and regulations that are relevant to the hearing. Any document not made available after you request it may not be relied on by us at the hearing. You or we may request, in advance, and at your or our expense, a transcript of the hearing.
- f. **Disputed rents or other charges.** If the grievance involves the amount of rent, or other charges that we claim as due, we may require you to pay to us up to 100% of any disputed carrying charges or charges, and we will deposit the funds in a trust account until resolution of the dispute. If you fail to make the required payments, the hearing officer or hearing panel may determine that you have waived your right to a hearing. Your failure to make payments shall not constitute a waiver of your right to thereafter contest our disposition of the grievance in an appropriate judicial proceeding. On resolution of the dispute, or the decision of the hearing officer or hearing panel, the money shall be refunded to you or directed to us as is appropriate based upon the decision of the hearing officer or hearing panel.
- g. **Proof.** At the hearing, you must clearly state the facts, and then be prepared to present evidence to support those facts. The burden of proof is then on us to justify the action or inaction we proposed in the answer to the grievance. You may present evidence and arguments in support of your grievance, raise arguments against evidence relied upon by us, and confront and cross-examine all witnesses on whose testimony or information we rely.  
Hearings conducted by the hearing officer or hearing panel shall be informal, and any oral or documentary evidence, as limited, however, to the facts and issues raised by the grievance and answer, may be received by the hearing officer or hearing panel without regard to whether that evidence would be admissible under the rules of evidence employed in judicial proceedings.
- h. **Failure to appear at hearing.** If either you or we fail to appear at a hearing, the hearing officer or hearing panel may postpone the hearing for up to five days, or make a



determination that the absent party has waived its right to a hearing.

## 8. DECISIONS OF THE HEARING OFFICER OR HEARING PANEL

- a. **Binding effect.** The decision of the hearing officer shall be based solely and exclusively upon facts presented at the hearing and in accordance with applicable federal, state and local law, the City of San Francisco and LIHTC/CTCAC regulations and policies. To the extent that the decision is not inconsistent with applicable law, the City of San Francisco and LIHTC/CTCAC regulations and requirements promulgated hereunder, and to the extent provided in Section 9. below, the decision of the hearing officer or hearing panel shall be binding.
- b. **Proposed decision.** Both you and we may agree to prepare a proposed decision to the hearing officer or hearing panel. If both agree to do so, each of us shall submit same to the officer or panel for consideration.
- c. **Written decision.** The hearing officer or hearing panel shall prepare a written decision, including a statement of findings and conclusions, as well as the reasons or basis of them, upon all material issues raised by you or us. This shall be done within a reasonable time after the date of the hearing, not to exceed five days. Copies thereof shall be mailed or delivered to parties and/or their representatives, the City of San Francisco, if required by such agencies. Also, we will place a copy of the written decision of the hearing officer or hearing panel, together with all documents related to the grievance, in your file.
- d. **Costs.** If the hearing officer or hearing panel renders a decision in our favor and further specifically finds that the grievance was totally without basis and filed for the purpose of harassment or based on the same or similar facts as a grievance previously filed by you or a member of your household or on your or their behalf, the hearing officer or hearing panel may, at its discretion, assess the cost and expense of the hearing to you.

## 9. ENFORCEMENT OF HEARING OFFICER'S OR HEARING PANEL'S DECISION

- a. **Compliance with decision.** If the decision is in your favor, we shall promptly take all actions necessary to carry out such decision or refrain from any action prohibited by such decision unless we determine and notify you in writing within thirty days that the hearing officer or hearing panel has acted contrary to law, or exceeded its authority, or the decision is contrary to applicable federal, state, local, or the City of San Francisco or LIHTC/CTCAC requirements. In such event, the hearing officer's or hearing panel's decision may be judicially reviewed.
- b. **Failure to comply with decision.** Should any of the parties to a decision fail to voluntarily comply with the provisions of a decision of the hearing officer or hearing panel, the aggrieved party may take appropriate legal action to enforce compliance.
- c. **Enforcement of an eviction action.** If you request a hearing on a proposed eviction and the hearing officer or hearing panel in its decision upholds our proposal to evict, we cannot start our action to regain possession until the expiration of the time period that was contained in our original notice to you.

## 10. RIGHT TO GO TO COURT



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This grievance and appeal procedure has been established to provide all parties with a non-judicial means of resolving problems and disputes. Neither use of or participation in any of the procedures included herein nor a decision by the hearing officer or hearing panel, which is in favor of us and/or denies you your requested relief in whole or in part, shall constitute a waiver of, nor affect in any manner, whatever rights you or we may have to any judicial proceedings which may thereafter be brought in the matter. In such proceedings, we shall, by stipulation or other appropriate means, be limited to invoking against you the grounds we originally relied on in our proposed disposition of the grievance.





## Resident Selection Criteria

### Brightwell West II

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San Francisco, CA 94103  
Telephone #: (415) 251-6308

Property Address:

750 Golden Gate Avenue  
San Francisco, CA 94102  
Telephone #: (415) 251-6308

April 22, 2026



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## RESIDENT SELECTION CRITERIA

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

Brightwell West is a multi-family residential apartment community located at 750 Golden Gate Avenue in San Francisco. While Brightwell West consists of a single residential building Brightwell West is designated into two parts for financing purposes and each is identified as a separate legal property. The two parts are known as Brightwell West I and Brightwell West II. Brightwell West I has low-income affordable housing units subject to various regulatory requirements associated with a low-income affordable housing. Brightwell West II has moderate-income affordable housing units. As set forth below, both Brightwell West I and Brightwell West II are subject to specific tenancy and occupancy for employees of the San Francisco Unified School District and the City College of San Francisco, known as the Education Employee Priority. While Brightwell West I and Brightwell West II are separate properties subject to different requirements, as set forth below there will be a single application, lottery, and waitlist process managed by the San Francisco Mayor's Office of Housing and Community Development San Francisco Housing Portal DAHLIA. Please see below for more details.

The following document serves as the Resident Selection Criteria for Brightwell West. The reference to "Community" herein shall apply to Brightwell West. The Community is funded through programs that restrict eligibility. 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 with 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
- IRS Section 42 regulations, 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.



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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.

The purpose of Brightwell West is to provide housing for employees of the San Francisco Unified School District or City College of San Francisco, (collectively “Education Employees”). As such, Brightwell West is subject to specific tenancy occupancy restrictions which are described herein.

### **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 they have been discriminated against or treated unfairly in the application process, they may contact us in writing at MidPen Property Management Corporation, 303 Vintage Park Drive, Suite #250, Foster City, California 94404, or by email at [legaldept@midpen-housing.org](mailto:legaldept@midpen-housing.org).

#### **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**

The Community endeavors to protect the privacy of the applicants/residents and their information/documents/records that are in the Landlord’s/Owner’s possession. The Community collects and maintains within its possession information/documents/records pertaining to the applicants/residents, including but not limited to personal, financial, background, criminal,



residential history, lease compliance, information. This information/ documents/records may be collected and/or maintained by the Community in physical and/ or electronic format. The Community may use this information/documents/records in its operations, including but not limited to income verification, housing eligibility, determining rent, landlord/tenant relations and disputes, compliance with regulatory obligations, reporting to regulatory agencies, law enforcement, lenders and investors. The Community may share the information/documents/records pertaining to the applicants/resident with third parties including but not limited to federal, state and local regulatory agencies, law enforcement agencies, lenders, investors when required or requested.

The Community shall not use or disclosure the information/documents/records pertaining to the applicants/residents in violation of applicable federal, state and local laws.

## ***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. EDUCATION EMPLOYEE***

A household that includes at least one current SFUSD employee or at least one CCSF employee and meets the income restrictions, occupancy requirements, and all other requirements for the unit.

### ***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 and criminal activity 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 Low-Income Housing Tax Credit (LIHTC) housing assistance program or other housing funding program to the extent applicable. 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.

The VAWA laws will be administered in compliance with Article 49 of the San Francisco Police Code: Fair Chance Ordinance.



## **VI. Eligibility**

### **A. Project Requirements**

#### **1. Income Limits**

The household's annual income must not exceed the applicable income limit for the Community as established by the San Francisco Mayor's Office of Housing and Community Development (MOHCD) regulations and other relevant regulations to the property. Current Income Limits are attached as Exhibit C.

#### **2. 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.

#### **3. Rent Formulas**

The applicant family must agree to pay the rent required by the MOHCD program and other relevant regulating programs.

### **B. Community Requirements**

#### **1. Identification**

Positive government-issued 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.

#### **2. 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 and criminal background search.

#### **3. 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 histories.

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

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

Mitigating circumstances will be reviewed before a disqualification is made.

Negative landlord history that documents lease violations provided by a previous/current landlord may be grounds for disqualification. Evictions will be reviewed, but no fault evictions will not be held against an applicant. A no fault eviction is defined as landlord action (such as, the landlord sold the building, is moving into the building or other actions that are not the fault of the tenant).

#### **4. Interference/Fraud**

Any applicant whose conduct interferes with, hinders, delays, obstructs or otherwise prevents the application process from being completed may be disqualified. 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.

#### **5. 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, Income Certification, 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.

Per San Francisco Housing Code 503(b), occupancy limits do not include minors under the age of six (6) years do not count towards the unit occupancy limit.



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

## **6. Income Requirements**

Applicant households must meet the minimum income requirements set at two (2) times the net rent for the unit. Management may review and amend this requirement if deemed necessary. Minimum income is not applicable to applicants with a Section 8 voucher from the Housing Authority.

## **7. Credit Requirements**

This Community owner/property manager evaluates each person applying to live at the 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 their lease obligations. Credit history checks will not be run until after income and asset eligibility is finalized.

The basis for disqualification of an application (attributable to credit) includes the following reasons:

- 1) Unlawful detainers within the past 2 years;
- 2) Unpaid judgements within the past 2 years;
- 3) Unpaid collections and liens in excess of \$5,000 within the past 2 years, with the exception of:
  - a) Medical bills,
  - b) Student Loans,
  - c) Documented financial hardships related to the COVID-19 pandemic.

An applicant who receives a disqualification has an opportunity to appeal the decision, pursuant to the property's Appeal and Mitigation Policies. An applicant who is denied based on their credit-risk score will be provided with a copy of the consumer report(s) on which the credit-risk score was based and a disqualification letter to the applicant(s), 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 they may take in order to do so. Available units will be held open during the appeal review of the disqualification. If the applicant does not submit an appeal within 5 business days, then the unit will be made available to another applicant. The absence of credit history by itself will not be reason to disqualify an applicant household. Mitigating circumstances will be reviewed before a disqualification is made.

## **8. Background Screening Requirements**

This property will adhere to San Francisco Police Code Article 49: Procedures for considering arrests and convictions and related information in employment and



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housing decisions. Please refer to Exhibit H for full background screening criteria procedures.

Prior to final acceptance of any application and after all other qualifications for affordable housing are finalized, 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:

- 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

Mitigating circumstances will be reviewed before a disqualification is made. If the application is disqualified 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 disqualified based on a criminal background search will be provided with a copy of the report, a disqualification letter to the applicant(s), and applicant may appeal and 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 they may take in order to do so. Available units will be held open during any such appeal/investigation by the applicant for no more than fourteen (14) days. In the event of a verifiable extenuating circumstance where an appeal cannot be resolved within 14 days, an extension may be granted by the management agent, at its sole discretion. Refer to “Exhibit I, Mitigation Policy” and “Exhibit J, Appeal and Grievance Procedures” for details.

## ***C. Priority for District Employees***

### **1. Primary Priority/Eligibility Requirement**

The purpose of Brightwell West is to provide housing to the Education Employees as defined herein. In accordance with this purpose, the primary preference for Brightwell West is to provide priority during lease up and at the filling of residential unit vacancies during ongoing property operations in accordance with the waiting list to current Education Employees, as outlined and defined in Exhibit B, which is incorporated herein.



## **2. Tenancy/Occupancy Does Not Impact Employment Status with District**

The tenancy and/or occupancy of a unit at Brightwell West by an Education Employee does not affect, impact, alter, or amend the employment relationship if any between the Districts and the Education Employee.

The tenancy and/or occupancy of a unit at Brightwell West by an Education Employee does not act as any representation or promise to the Education Employee regarding or otherwise confer any rights or guarantees on the Education Employee regarding their employment with the District.

The tenancy and/or occupancy of a unit at Brightwell West by an Education Employee does not restrict, impair, or impact Districts' ability/authority to manage/terminate an Education Employee's employment to the extent otherwise permitted by law or any other applicable agreements.

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

### ***A. Pre-Marketing, Marketing & Application Process for Education Employees***

Brightwell West's purpose is to provide housing for employees of the San Francisco Unified School District and City College of San Francisco. To facilitate that goal, the following marketing, application and lottery process will be used to create a combined waiting list to be used for lease up of both Brightwell West I and Brightwell West II and then to fill post lease up vacancies for Brightwell West I and Brightwell West II as set forth below.

#### **1. During Lease Up**

During the lease up of Brightwell West, the pre-marketing and marketing process will be made available to all potential applicants, in addition to the targeted marketing to Education Employees. Applications will be accepted through the DAHLIA San Francisco Housing Portal for 21 calendar days. At the completion of the marketing process the San Francisco Mayor's Office of Housing and Community Development ("MOHCD") will conduct an initial lottery through DAHLIA of the applications received and overlaid with the San Francisco Housing Lottery Preferences set forth herein to the lottery results, which will be provided to MidPen Property Management Corporation as property manager for Brightwell West I and Brightwell West II. MidPen Property Management Corporation shall use the lottery list to commence the lease up process for Brightwell West.

For any applicant, who is either a SFUSD employee or CCSF employee at the time of submitting a Lottery Application and is no longer employed by SFUSD or CCSF before commencement of their lease, their application will no longer be processed with a Primary Priority and will be revisited according to lottery rank order.



## **2. After Lease Up**

After Brightwell West has reached 100% lease up on all units across Brightwell West I and Brightwell West II, MOHCD will review the lease up initial waiting list. The top applicants in lottery ranked order, with the preference order, at the number of spots determined by the latest approved marketing plan, will be provided to MidPen Property Management to create a post lease up “waiting list” used for filling post lease up vacancies for Brightwell West.

At the earlier of either exhaustion of the existing waitlist in Section VII.A.2., or determination by, MidPen Property Management that there is a need to add additional applicants to the Post Lease Up waiting list, MidPen Property Management will submit a written request to MOHCD for consent to commence a further marketing effort to add applicants to the waitlist. MidPen Property Management’s request will include a written proposal for the marketing and application process to be used by MOHCD which shall include targeted marketing to the Education Employees. Upon approval of the request and the proposed marketing process, MidPen Property Management and MOHCD shall conduct a new marketing process, including targeted marketing for Education Employees, through DAHLIA open to all potential applicants to add to the post lease up waiting list for Brightwell West. Each of these marketing processes will be conducted for a period of time in accordance with the marketing process proposed by MidPen Property Management and agreed to by MOHCD. At the completion of each of these marketing processes, MOHCD shall conduct a lottery through DAHLIA of the applications received during this marketing process. MOHCD will apply the Education Employee Priority, and overlay the applicable San Francisco Housing Preferences to the results of each of these additional lotteries.

### ***B. Complete a Post-Lottery Building Application***

To apply to live at this Community, an applicant must complete a building application post-lottery and certify that the supplied information is complete and accurate. The post-building application will be provided to applicants before their applicant interview meeting. Based on the household size, an appropriate unit size will be determined for the applicant in lottery ranked order.

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

### ***C. Submit a Post-Lottery Building Application***

The post-lottery building-application must be signed and dated by digital signature if submitted electronically, or if a physical copy is submitted, by **all adult members** for the application to be considered. Applications can be submitted electronically, by mail or in person at the Community leasing office during normal business hours.



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Applications will be screened for application completeness, legibility, and to determine that the household meets the basic requirements to qualify for this Community. If it appears that the applicant household meets the basic requirements, the applicant will be kept on the Waiting List. Being on the Waiting List does not automatically qualify the applicant for a unit.

#### **D. 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 disqualification. 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 building application. All sources 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 sources of income, assets, household composition, etc., which may have any bearing on the rent that is paid or subsidy received, are verified.*

#### **E. 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 MOHCD 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. There is submission of false or untrue information on the application;
6. Failure to cooperate in the verification process including failure to provide requested information;
7. Failure to attend the first and second scheduled interviews;



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8. Except for refusals related to occupancy limits in accordance with San Francisco Housing Code 503(b), 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;
9. The applicant/household has an unacceptable criminal background as reported by a consumer-reporting agency in compliance with the Fair Chance Ordinance;
10. The applicant/household has an unacceptable reference from a current or previous landlord;
11. Household size does not conform to the stated minimum and maximum sizes as described in Exhibit A;
12. Failure to sign designated or required forms and/or documents upon request;
13. This will not be the only residence for the applicant/household;
14. The applicant/household is not willing to pay the rent as calculated under the MOHCD program and Section 42 program (as applicable).
15. Failure to present all applicants during the interview with the Community Manager;
16. 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;
17. Misrepresentation of any information related to eligibility, allowance, household composition or rent.
18. Other cause, including, but not limited to, failure to meet any of the selection criteria in this document.

### ***F. Application Decision***

Unit selection will be determined based on household size in lottery ranked order. 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 they 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 disqualified, the applicant will be notified of this decision in writing. This written statement will include the reason(s) for the disqualification, and state that the applicant has the right to request an appeal of this disqualification decision and present any extenuating circumstances the applicant would like to have considered.

### ***G. Appeal Procedure***

Applicants have five (5) calendar days after the date of the disqualification letter to notify management in writing they would like to appeal with additional new documentation the disqualification decision. During the 14-day appeal review period, a comparable unit will be held for the household. If the applicant provides new information that adequately



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supports their appeal within five (5) calendar days, they may be deemed eligible for a unit. Failure to submit new information within five (5) calendar days will permit MidPen Property Management to release the unit to the next applicant on the Waiting List and the file will be closed permanently. Further, if the applicant successfully completes the appeal process, they will retain their original position on the Waiting List. Disqualifications specifically related to criminal background screenings will have fourteen (14) calendar days to appeal and failure to submit new information within fourteen (14) calendar days will permit MidPen Property Management to release the unit to the next applicant on the Waiting List.

If the applicant submits a written notice of appeal within five (5) calendar days after the date of the disqualification 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 fourteen (14) calendar days of receiving the applicant's written appeal. Persons with disabilities have the right to request reasonable accommodations to participate in the appeal process.

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 disqualification 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 applicant(s) will be provided with a copy of the report as well as a disqualification letter. The contact information will be contained in the disqualification 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 disqualification.

## ***VIII. Waiting List Policy***

### ***A. Admissions***

Applicants will be considered in the order of priority as follows: first in accordance with the Community-specific preferences (Exhibit B of this plan), and then by lottery number. Applicants at the top of a Waiting 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 preference lottery rank 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. Waiting List Administration***

As stated above there will be a single combined waitlist for Brightwell West in accordance with the procedures set forth herein. Each of the communities Brightwell West I and Brightwell West II shall draw potential residents from that combined waitlist. Each of the communities has its own eligibility requirements which shall be administered by that specific community. There is the possibility that individuals on the waitlist may be eligible for both communities. In that situation, if units are still available in both communities, the eligible applicant may select the unit most suited to their needs.

This Community may have an opening on the Waiting Lists by bedroom size based on Community needs. Such opening of the Waiting Lists shall be subject to the marketing, application process and procedures set forth herein. The Community announces the opening of the Waiting 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. 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 Waiting 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 their behalf to provide us with current contact information. Failure of the applicant to provide current contact information will remove the applicant from the Waiting List. Management will typically update the Waiting List 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 Waiting List. During the status update, management will also request information that helps determine likely eligibility for the housing program; however,



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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 Waiting List is offered an apartment, they may refuse the offered apartment once and maintain their place on the Waiting 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.

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 F – 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.

### ***C. 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:

1. A reasonable accommodation requesting a change in its rules and/or policies; or
2. 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 MidPen Housing Corporation, 303 Vintage Park; Suite #250, Foster City, CA 94404, or by email to [504coordinator@midpen-housing.org](mailto:504coordinator@midpen-housing.org). 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.**

### ***IX. 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 Corporation and its related entities.

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 F – 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



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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.

**X. *Pet Policy***

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

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

We reserve the right to make modifications 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 Waiting 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 - Brightwell West**

To live at **Brightwell West II**, the applicant must be:

- 18 years of age or older (Head of Household) or legally emancipated; and
- At or below the **120% of State Median AMI and 120% of MOHCD AMI.**

**Occupancy Standards**

**Brightwell West II**

| <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>              |

Minors under the age of 6 do not count toward occupancy limit in accordance with San Francisco Housing Code 503(b). For example, a household with 2 adults and 2 minors under the age of 6 can be offered a studio, 1 Bedroom, 2 Bedroom, or 3 Bedroom unit depending on unit availability.



## **Exhibit B – Community Preferences**

Brightwell West will apply the following preferences on all units. Preferences are defined below. The Education Employee Priority will be applied and the San Francisco Housing preferences will be overlaid as applicable.

San Francisco Unified School District (SFUSD) employees and San Francisco Community College District (SFCCD or CCSF) employees who submit lottery applications will be required to include their employee IDs in their lottery application on DAHLIA, and such employee IDs will be used to determine if they will be prioritized as Education Employee priority. If any SFUSD employee has questions about their employee ID, the employee can contact SFUSD at [housing@sfusd.edu](mailto:housing@sfusd.edu). If any SFCCD/CCSF employee has questions about their employee ID, the employee can contact SFCCD/CCSF at [ccsfhousing@ccsf.edu](mailto:ccsfhousing@ccsf.edu).

Current employment with SFUSD or CCSF will be verified by MidPen Property Management at applicant interview. At an applicant's interview, applicants will be requested to provide documentation from their EMPowerSF account to verify their job code.

- **Education Employee Priority**

A household is considered eligible for the Education Employee occupancy priority if the household includes at least one current San Francisco Unified School District employee or at least one San Francisco Community College District employee and meets the income restrictions, occupancy requirements, and all other requirements for the unit.

SFUSD and SFCCD/CCSF employees will be able to list their employee IDs on their lottery application on DAHLIA, San Francisco's Housing Portal.

- **Veterans of the U.S. Military**

Veterans rank highest within a lottery preference category. A household member on the lottery housing application must be a Veteran of the U.S. military (must show proof) and qualify for at least 1 of the San Francisco's housing lottery preferences.

- **COP – Certificate of Preference**

Households are eligible for a Certificate of Preference (COP) certificate if the household was displaced by the former SF Redevelopment Agency in the 1960s and 1970s.

- **DTHP – Displaced Tenant Housing Preference**

Households are eligible for a Displaced Tenant Housing Preference (DTHP) program certificate from MOHCD if household has been displaced by an Ellis Act or an Owner Move-in eviction, their apartment was extensively damaged by fire; or have been



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given an unaffordable rent increase due to affordability restrictions expiring. Up to 20% of available lottery units will be set aside for applicants with DTHP.

- **NRHP - Neighborhood Resident Housing Preference (lease-up only)**  
Any applicant household with at least one member who currently lives in the same Supervisorial District or within a half-mile radius of the property may be eligible for the NRHP. Up to 40% of available units will be set aside for applicants with NRHP.
- **Live or Work Preference**  
Any applicant household with at least one member who currently lives in San Francisco or works at least 75% of their working hours within San Francisco may be eligible for the Live or Work Preference.

Applicants who live at an eligible address on the date that they submit their lottery housing application but subsequently move outside of San Francisco will receive the Live or Work.

Households made up of individuals who do not currently live together at the time of application may be eligible for Live or Work so long as at least one member lives at an eligible address or works at least 75% of their working hours in San Francisco at the time of application.

### **Documentation**

To be considered a Household that lives or works in San Francisco, at least one member of the Household must provide the following proof of either residency or employment:

- **Residency**  
To establish residency, the Household member must provide supporting documentation verifying that he or she lives in San Francisco, including at least one (1) of the following:
  - Telephone bill (land line only)
  - Cable or internet bill
  - Gas bill
  - Electric bill
  - Garbage bill
  - Water Bill
  - Paystub (listing home address)
  - Public benefits records (e.g. SSI/SSP, MediCal, GA, Unemployment Insurance, Cal Fresh)
  - School records
  - Letter documenting homelessness from your service provider



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All documentation must list the household member's name and current address and be dated within 45 days of the date of the lottery application. MOHCD reserves the right to request additional information and documentation.

Applicants who are homeless at the time of application may demonstrate eligibility for the Live or Work preference by providing a letter from a case manager or homeless shelter attesting to the fact that the applicant is homeless and identifying where they are currently staying. Letters must be signed, dated and on official letterhead from an agency that provides health, mental health or housing services to the homeless.

○ **Employment**

To establish that a Household member is employed in San Francisco for purposes of the Live or Work, such member must provide supporting documentation verifying that the he or she is employed in San Francisco.

MidPen Property Management shall verify that a Household member works in San Francisco by reviewing the Household member's paystubs. If the member's employer is not based in San Francisco, or if the paystubs do not reflect a San Francisco work address, the Household member must supply a letter from the employer stating that the person works primarily in San Francisco and that at least 75% of their working hours are in San Francisco. MOHCD reserves the right to request additional information and documentation.

Inquiries about eligibility for the Live or Work and other questions regarding the application process should be addressed to the Mayor's Office of Housing and Community Development at (415) 701-5500, via TDD at (415) 701-5503 or via email at [sfhousinginfo@sfgov.org](mailto:sfhousinginfo@sfgov.org).

**Preference Order**

Preferences will be applied according to the order set forth below.

Priority will be given to US Military Veterans. Veterans receive priority within the below City Preference categories.

**1. Education Employee Priority**

- a. COP – SFUSD/CCSF Employee
- b. DTHP – SFUSD/CCSF Employee
- c. NRHP – SFUSD/CCSF Employee
- d. Live/Work in San Francisco – SFUSD/CCSF Employee
- e. SFUSD/CCSF Employee – without Applicable City Preference



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**2. General Public with Applicable City Preferences**

- f. General Public - COP
- g. General Public - DTHP
- h. General Public - Live/Work

**3. General Public without Applicable City Preferences**



**Exhibit C – Income Limits and Rents**

**San Francisco County Income Limits & Rents  
 Maximum Income Per Household**

*Maximum income limits published by Mayor’s Office of Housing and Community Development (MOHCD), effective May 2025, California Tax Credit Allocation Committee (CTCAC), effective April 2025, California Department of Housing and Community Development (HCD), effective April 2025. Income limits are subject to change and are updated at least annually. Income limits in effect at time of Move-In are used for final qualification.*

*The AMIs included on the DAHLIA listing for Shirley Chisholm Village may vary from the below; however, the rent levels per unit are consistent with each unit type.*

**Mayor’s Office of Housing and Community Development (MOHCD)  
 2025 Maximum Household Income Limits**

| AMI  | 1 people  | 2 people  | 3 people  | 4 people  | 5 people  |
|------|-----------|-----------|-----------|-----------|-----------|
| 120% | \$130,900 | \$149,650 | \$168,300 | \$187,000 | \$201,950 |

**California 2025 Maximum State Median Income Limits**

| AMI  | 1 people  | 2 people  | 3 people  | 4 people  | 5 people  |
|------|-----------|-----------|-----------|-----------|-----------|
| 120% | \$156,720 | \$179,160 | \$201,540 | \$223,920 | \$241,860 |

**TENANT RENT LEVELS PER UNIT  
 Rent – Excluding Any Utility Allowance**

*Inquire with MidPen Property Management for any Maximum and Minimum Rent Clarifications*

| AMI  | 1 Bedroom | 2 Bedroom |
|------|-----------|-----------|
| 120% | \$2,499   | \$2,999   |



**Exhibit D – Special Waiting List Policy**

Not Applicable



## **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 Corporation and/or its related entities.

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 Corporation and MidPen Property Management hereby put 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 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.



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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 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 Corporation, 303 Vintage Park; Suite #250, Foster City, CA 94404.



## **Exhibit F – Transfer Policy**

It is MidPen Property Management’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 Property Management’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.



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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 appropriate sized unit within 30 days of notification of availability.
4. HUD 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 documented 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 of 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.



## **Exhibit G – 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 Property Management requires the following vaccines:
  - a. Dogs: Rabies, Canine Distemper, Hepatitis, Parvovirus, and Bordatella 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. 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



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domesticated cat, dog, or a caged bird – none of which may exceed 30 lbs. when fully grown. 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 insure 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.



## **Exhibit H – Criminal Background Screening Requirements**

Once the property has evaluated and confirmed all other applicant eligibility criteria, the property will run a background screening, including criminal history, in compliance with Article 49 of the San Francisco Police Code, also referred to as the San Francisco Fair Chance Ordinance. The property will “screen in”, rather than “screen out”, applicants who have criminal record as per San Francisco police Code, Article 49, Sections 4901-4902, or the Fair Chance ordinance.

1. The property shall not automatically bar applicants who have a criminal record in recognition of the fact that past offenses do not necessarily predict future behavior, and many applicants with a criminal record are unlikely to re-offend.
2. The properties conviction review will be limited to a period of no more than seven (7) year.
3. In making its housing decision as to the applicant, the property shall conduct an Individualized assessment of only "Directly-Related Convictions" and "Unresolved Arrests," as those terms are defined by Section 4906 of the San Francisco Police Code, the time that has elapsed since the Conviction or Unresolved Arrest, and any evidence of inaccuracy or "Evidence of Rehabilitation" or "Other Mitigating Factors," as those terms are defined by the San Francisco Police Code, Article 49.
4. Prior to taking any negative action or denying the application for housing, the property will provide the applicant household a copy of the background report and identify the particular convictions or unresolved arrests on which the negative action would be based. The property shall also provide to the applicant a copy of the notice described in San Francisco Police Code, Article 49, Sections 4907(b) and (c).
5. The property will give the applicant household fourteen (14) calendar days to respond orally or in writing to provide evidence of rehabilitation, mitigating factors, or inaccuracy in the report, delay any negative action for reasonable time, and reconsider in light of the applicant's response. (The Property will notify the individual and/or applicant household of any final negative action in writing).
6. The property will not require an applicant to disclose on any housing application or inquire about the fact or details of any "Conviction History" or "Unresolved Arrest," as those terms are defined by the San Francisco Police Code, Article 49, or any of the six "off-limits" categories set forth immediately above.
7. The property will consider:
  - a. The individual circumstances of each applicant, and
  - b. The relationship between offense, and
    - i. The safety and security of other tenants, staff and/or the property, and
    - ii. Mitigating factors, including, but not limited to:
      1. The seriousness of the offense,



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2. The age and/or circumstances of the applicant at the time of the offense,
  3. Evidence of rehabilitation, such as employment, participation in a job training program, continuing education, participation in a drug or alcohol treatment program, or letters of support from parole or probation officer, employer, teacher, social worker, medical professional, or community leader,
  4. If the offense is related to acts of domestic violence committed against the applicant, and/or
  5. If the offense was related to a person's disability
8. Disqualification may also result from
- a. A criminal report that demonstrates unresolved arrests or a history of convictions for burglary, robbery, vandalism, violence, or other crimes against persons or property in the last seven (7) years may be a basis for disqualification.
  - b. Rental history reports of:
    - i. The applicant's (or member of the applicant's household) illegal use of a controlled substance within the last six (6) months; or
    - ii. the applicant's (or member of applicant's household) abuse of alcohol that resulted in the exhibition of abusive or violent behavior on the property and/or that interfered with the health, safety, or right to peaceful enjoyment of the premises by other residents or staff; or
    - iii. the applicant's violation of house rules pertaining to maintaining the cleanliness of the unit or common areas or refusing to abide by lease or house rule provisions concerning pest control.

Applicants can contact The San Francisco Human Rights Commission for more information about the Fair Chance Ordinance. <https://www.sf.gov/departments/human-rights-commission>



## **Exhibit I – Mitigation Process**

### **Mitigating Circumstances Policy**

In the event an applicant fails to meet one or more of the Resident Selection Criteria and the application is disqualified, the Property may consider admitting the applicant and approving the application through consideration of mitigating circumstances or by applying reasonable accommodations if requested by applicant. During the appeal review period, an applicant will then have the opportunity to explain why their negative background problem occurred and what has changed so that similar incidents will not recur. Decisions on appeal will be made by MidPen Property Management staff who are not a party to the original decision to disqualify the applicant. The decision will be based on the applicant's capacity to comply with the lease and considerations outlined in section 7 of Exhibit H of the Resident Selection Criteria.

Mitigating circumstances are verifiable facts that would overcome or outweigh information gathered in the resident selection process. The verifier must corroborate the reason(s) given by the applicant for the disqualifying circumstances, and indicate that the prospect for lease compliance in the future is good because the reason for his/her disqualifying circumstances is either no longer in effect or otherwise controlled.



## **Exhibit J – Grievance Procedure**

### **GRIEVANCE PROCEDURE**

#### **1. DEFINITIONS**

- a. Brightwell West is referred to as “the Development” in this procedure.
- b. MidPen Property Management Corp. is referred to as “management” or “we/us” in this procedure.
- c. Complainant is defined as any Resident or prospective Resident in the project whose rights, duties, welfare or status are or may be adversely affected by management with respect to such action or failure to act. Complainant is referred to in this procedure as “complainant,” “you,” or “tenant.”
- d. Prospective residents receiving an initial disqualification and files an appeal are not subject to a hearing.
- e. Grievance is defined as any dispute with respect to management action or failure to act in accordance with lease requirements, or any management action or failure to act involving the interpretation or application of regulatory and management regulations, policies, or procedures which adversely affects the rights, duties, welfare, or status of the complainant.

#### **2. DISTRIBUTION AND AMENDMENTS TO THIS PROCEDURE**

We must give a copy of this procedure to you at the time you move into the project and to each prospective resident who is rejected for occupancy. Whenever this procedure is changed, we must provide a revised copy to you, with a 30-day Notice of any change’s effective date.

#### **3. APPLICABILITY**

- a. This procedure shall apply to all individual grievances between you and us.
- b. This procedure will not apply to:  
the validity or propriety of the terms and conditions of the residential lease, eviction or termination of occupancy based upon your creation or maintenance of a threat to the health or safety of other residents or our employees, class grievances, and disputes between you and other residents not involving us.

#### **4. RIGHT TO A HEARING**

When you file a written or oral request as described in this procedure, you are entitled a hearing, relative to any grievance as defined in Section 1. of this procedure. Section 1161 (4) states that subletting, waste, nuisance, or unlawful use are grounds for service of a 3-Day Notice to Quit upon the person(s) in possession of the dwelling unit.

#### **5. TYPES OF HEARINGS**

There are two types of hearings with respect to this procedure:

- a. **Informal Hearing.** This is an informal meeting between you and us, to discuss your grievance. The goal of the informal hearing is to settle the problem without the need for a formal hearing. In the event the problem is not settled, you are entitled to request a formal hearing as provided in this procedure.
- b. **Formal Hearing.** This is a formal hearing with you, us, and a hearing officer or hearing



panel. Decisions from this hearing are binding on you and us.

## 6. INFORMAL HEARING

- a. **Presentation of grievance.** You must personally present your grievance either orally or in writing to us at our site office or central office so that you and we may discuss your grievance informally. You must present your grievance within a reasonable time, not to exceed five days from our action or failure to act, which is the basis for your grievance. The grievance may be simply stated, but you should specify the particular ground(s) for the grievance and the action or relief you seek. We will schedule a meeting with you within five working days after we receive your request.
- b. **Summary and answer.** We will prepare a written, dated, and signed summary of our discussion and answer to your grievance within a reasonable time, not to exceed fourteen days. We will mail or deliver one copy to you and keep one in your file. Our answer shall specify 1) the names of the hearing participants, 2) the date of the hearing, 3) the nature of the grievance, 4) the proposed disposition of the grievance and the specific reasons therefore, 5) your right to a formal hearing, and 6) the procedure by which you may request a formal hearing if you are not satisfied with the proposed disposition.
- c. **Request for a formal hearing.** If you are dissatisfied with the proposed disposition of the grievance as stated in the answer, you may submit a written request to us for a formal hearing. You should make your written request within a reasonable time after you received the answer to the grievance, not in excess of ten days, and you must date and sign the request. We will place a copy of your request in your file along with the grievance and the answer.
- d. **Failure to request a hearing.** If you do not request a formal hearing within the time allowed in (c.) above, you waive your right to a formal hearing and the proposed disposition of the grievance becomes final. This shall not, however, constitute a waiver of your right thereafter to contest the disposition of the grievance in an appropriate judicial proceeding.

## 7. FORMAL HEARING

- a. **Selection of the hearing officer or hearing panel.** When we receive your request for a formal hearing, we will contact you in person or by telephone to discuss the selection of a hearing officer. The hearing officer must be an impartial, disinterested person selected jointly by us and you. If we and you cannot agree on a hearing officer, we and you shall each appoint a representative and the two members so appointed shall select a third member. If the members you and we appoint cannot agree on a third member, such member shall be appointed by an independent organization contacted by us, such as a local mediation board or chapter of the American Arbitration Association. The chairperson of a hearing panel shall be elected by the members of the panel.

The following guidelines govern the selection of hearing officers and Panel members:

1. No relative of yours may serve as a hearing officer or panel member.
2. None of our officers or employees who directly proposed a disposition to the grievance or whose duties and responsibilities directly involve him/her in any way



with the grievance at issue may serve as a hearing officer or panel member for the formal hearing.

3. The third member of a panel may not be one of our officers or employees, nor a resident of any property under our jurisdiction.
  
- b. **Time Limits.** Both you and we must act to avoid unnecessary delays in resolving grievances. The hearing officer or panel shall be selected and the hearing scheduled by us as promptly as possible, no more than five days after the receipt of your request for a hearing. We will make all reasonable effort so that the date, time, and location of the hearing are convenient to you. We will inform you of the schedule for the hearing and the procedures governing the hearing by way of written notification delivered or mailed to you no less than five days in advance.
- c. **Fair Hearing.** You are entitled to a fair hearing providing the basic safeguards of due process before the hearing officer or panel and you may be represented by counsel or another person chosen as your representative. You must be personally present at the hearing.
- d. **Private Hearing.** The hearing will be private unless you request a public hearing. The attendance of persons with a valid interest in the proceedings shall not be limited.
- e. **Discovery.** You or your authorized representative may examine before the hearing and, at your expense, request copies of all of our documents, record, and regulations that are relevant to the hearing. Any document not made available after you request it may not be relied on by us at the hearing. You or we may request, in advance, and at your or our expense, a transcript of the hearing.
- f. **Disputed rents or other charges.** If the grievance involves the amount of rent, or other charges that we claim as due, we may require you to pay to us up to 100% of any disputed carrying charges or charges, and we will deposit the funds in a trust account until resolution of the dispute. If you fail to make the required payments, the hearing officer or hearing panel may determine that you have waived your right to a hearing. Your failure to make payments shall not constitute a waiver of your right to thereafter contest our disposition of the grievance in an appropriate judicial proceeding. On resolution of the dispute, or the decision of the hearing officer or hearing panel, the money shall be refunded to you or directed to us as is appropriate based upon the decision of the hearing officer or hearing panel.
- g. **Proof.** At the hearing, you must clearly state the facts, and then be prepared to present evidence to support those facts. The burden of proof is then on us to justify the action or inaction we proposed in the answer to the grievance. You may present evidence and arguments in support of your grievance, raise arguments against evidence relied upon by us, and confront and cross-examine all witnesses on whose testimony or information we rely.  
Hearings conducted by the hearing officer or hearing panel shall be informal, and any oral or documentary evidence, as limited, however, to the facts and issues raised by the grievance and answer, may be received by the hearing officer or hearing panel without regard to whether that evidence would be admissible under the rules of evidence employed in judicial proceedings.
- h. **Failure to appear at hearing.** If either you or we fail to appear at a hearing, the hearing



officer or hearing panel may postpone the hearing for up to five days, or make a determination that the absent party has waived its right to a hearing.

## 8. DECISIONS OF THE HEARING OFFICER OR HEARING PANEL

- a. **Binding effect.** The decision of the hearing officer shall be based solely and exclusively upon facts presented at the hearing and in accordance with applicable federal, state and local law, the City of San Francisco regulations and policies. To the extent that the decision is not inconsistent with applicable law, the City of San Francisco regulations and requirements promulgated hereunder, and to the extent provided in Section 9. below, the decision of the hearing officer or hearing panel shall be binding.
- b. **Proposed decision.** Both you and we may agree to prepare a proposed decision to the hearing officer or hearing panel. If both agree to do so, each of us shall submit same to the officer or panel for consideration.
- c. **Written decision.** The hearing officer or hearing panel shall prepare a written decision, including a statement of findings and conclusions, as well as the reasons or basis of them, upon all material issues raised by you or us. This shall be done within a reasonable time after the date of the hearing, not to exceed five days. Copies thereof shall be mailed or delivered to parties and/or their representatives, the City of San Francisco, if required by such agencies. Also, we will place a copy of the written decision of the hearing officer or hearing panel, together with all documents related to the grievance, in your file.
- d. **Costs.** If the hearing officer or hearing panel renders a decision in our favor and further specifically finds that the grievance was totally without basis and filed for the purpose of harassment or based on the same or similar facts as a grievance previously filed by you or a member of your household or on your or their behalf, the hearing officer or hearing panel may, at its discretion, assess the cost and expense of the hearing to you.

## 9. ENFORCEMENT OF HEARING OFFICER'S OR HEARING PANEL'S DECISION

- a. **Compliance with decision.** If the decision is in your favor, we shall promptly take all actions necessary to carry out such decision or refrain from any action prohibited by such decision unless we determine and notify you in writing within thirty days that the hearing officer or hearing panel has acted contrary to law, or exceeded its authority, or the decision is contrary to applicable federal, state, local, or the City of San Francisco requirements. In such event, the hearing officer's or hearing panel's decision may be judicially reviewed.
- b. **Failure to comply with decision.** Should any of the parties to a decision fail to voluntarily comply with the provisions of a decision of the hearing officer or hearing panel, the aggrieved party may take appropriate legal action to enforce compliance.
- c. **Enforcement of an eviction action.** If you request a hearing on a proposed eviction and the hearing officer or hearing panel in its decision upholds our proposal to evict, we cannot start our action to regain possession until the expiration of the time period that was contained in our original notice to you.

## 10. RIGHT TO GO TO COURT



Temporary Leasing Office: 833 Market St. Ste. 605, San Francisco, CA 94103  
Telephone #: (415) 251-6308 · TDD #: (650) 357-9773

This grievance and appeal procedure has been established to provide all parties with a non-judicial means of resolving problems and disputes. Neither use of or participation in any of the procedures included herein nor a decision by the hearing officer or hearing panel, which is in favor of us and/or denies you your requested relief in whole or in part, shall constitute a waiver of, nor affect in any manner, whatever rights you or we may have to any judicial proceedings which may thereafter be brought in the matter. In such proceedings, we shall, by stipulation or other appropriate means, be limited to invoking against you the grounds we originally relied on in our proposed disposition of the grievance.

