



**EMERALD CITY COMMONS**  
**RESIDENT SELECTION CRITERIA**  
**Tax Credit/Section 42 - PBRA - Family Housing**

**LIMITED ENGLISH PROFICIENCY (LEP)**

Reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in our services, activities, programs and other benefits. We ensure meaningful communication with LEP applicants and residents and their authorized representatives. Interpreters, translators and other aids needed to comply with this policy shall be provided free of charge to the person being served, and residents and their families will be informed of the availability of such assistance. Language assistance will be provided through use of a contracted telephonic interpretation service, competent bilingual staff, staff interpreters, or formal arrangements with local organizations providing interpretation or translation services or technology.

Emerald City Commons provides affordable rents for sixty (60) units for families, and these units are governed by the IRS Section 42 Tax Credit/LIHTC program, of which twelve (12) units have Project-Based Rental Assistance, through the Seattle Housing Authority (SHA). These programs have household income limitations. There is one staff unit and it does not have any program requirements.

This Resident Selection Plan outlines the procedures that will be followed in selecting tenants for the Tax Credit units, and the project-based rental assistance units. Management is responsible for implementing these procedures.

■ **PROGRAM INCOME AND ELIGIBILITY REQUIREMENTS** - Applicants who apply to any unit at the Property must meet eligibility requirements for the unit type first, before any further screening steps are taken regarding selection criteria. The eligibility requirements include:

1. Management has received a completed application form and all accompanying consent forms for release of information signed.
2. Applicants for **LIHTC** units must meet the income requirements of Section 42 of the Internal Revenue Code outlined in the Restrictive covenants: occupancy is restricted to households with annual income at or below *30%, 40% or 60%* of the area median income (AMI), based on area income figures published annually. The Agent will seek third-party verification in conformance with the IRS code's Restrictive Covenants.
3. Applicants for PBRA units must meet the income requirements with household annual income at or below *30%* of the AMI, based on area income figures published annually. All definitions relating to income are based on 24 C.F.R. Part 5.
4. All applicants for the **PBRA units** must meet the eligibility requirements outlined in the *Authority's Admissions*.
5. The Tax Credit student rule applies to the LIHTC units, and the HUD full-time student rule applies to the PBRA units.
6. For PBRA units, an eviction could preclude a household from consideration if the loss of a voucher is due to Housing Authority rule violations.

**I. PREFERENCES** – Preferences are not permitted if they in any way negate affirmative marketing efforts or fair housing obligations. The following preferences apply:

**A. Existing Tenant Preferences** – The following actions are always given priority for current households, if applicable.

1. A unit transfer for a verifiable medical necessity or any other reasonable accommodation, e.g. an accessible unit.
2. A unit transfer of a non-disabled individual living in a wheelchair accessible unit to accommodate a disabled resident, or an applicant on the Waiting List in need of a wheelchair accessible unit. (The Accessible Unit for Disabled Lease Addendum will be entered into with non-disabled tenant living in a wheelchair accessible unit.)
3. A unit transfer based on the need of an emergency temporary relocation. (If a unit becomes uninhabitable due to a catastrophe, the resident family will be given any open unit for temporary living quarters until their own unit is repaired.)

**B. Optional Preferences** – In addition to the Existing Tenant Preferences listed above, **Emerald City Commons** has the following preferences. The preferences listed below are subordinate to the Existing Tenant Preferences:

1. Preference for Persons with Disabilities
2. Preference for Large Households (4 persons+)

Preference will be given to eligible applicants on the Waiting List that include a person with disabilities and large households. This preference will apply to eight (8) units for Persons with Disabilities within the total project and eight (8) units for Large Households within the total project. If you meet the disability requirement and large household requirement, you will only be eligible for 1 set-aside unit. Once eight (8) units have been leased to eligible tenants that include a person with disabilities, the priority order described above in Section A shall apply. Same applies to the Large Household units, once eight (8) units have been leased to eligible tenants, persons with 4 or more persons in their household occupying a three-bedroom unit or larger, the priority order described above in Section A shall apply. When eligible tenants that received a Persons with Disabilities preference vacate the property, the Persons with Disabilities preference will begin to apply again until there are again at least eight (8) units leased to eligible tenants that include Persons with Disabilities and eight (8) units leased to eligible tenants that are of Large Household status.

The following definition of disability shall apply to be considered for the **Persons with Disabilities** preference:

“Disability means a physical or mental impairment that substantially limits one or more of the major life activities of an individual, such as not being able to care for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, or learning.”

If an applicant claims “Disabled” status, s/he must provide third-party written verification from a physician, relative, social worker, caregiver or other acceptable third party that states that the applicant falls within the definition of Disabled using a Disability Verification form. (The Disability Verification form provided by the WSHFC shall be utilized.) The person completing the verification form should have personal knowledge of the applicant’s disability. The form

cannot be completed by property staff. If the applicant receives Social Security or Supplemental Security Income benefits as a result of a Disability, s/he may submit a benefit letter as verification of his/her disabled status. The written verification should be kept in the Resident’s lease file.

The following definition of large household shall apply to be considered for the **Large Household** preference:

A large household consists of 4 or more persons, occupying a three-bedroom unit or larger, who are not necessarily related.

**C. When a Preference Is Denied**

1. If it is determined that an applicant does not meet the criteria or is not receiving a preference, the applicant will promptly receive a written notice of this determination from Management. The notice will contain a brief statement of the reasons for the determination, and state that the applicant has the right to meet with Management to review this decision. If the applicant requests a meeting, it will be conducted by a person or persons designated by Management. Persons with disabilities have the right to request reasonable accommodations to participate in this meeting.

**I. APPLICATION PROCESS**

A. Priority determines the order of processing only, and in no way changes the requirement that all potential tenants must meet the other criteria for resident selection. Applications will be ranked for consideration (and units will be offered) according to the following descending order of priorities:

1. Date and time-stamped property received original application and reference number assigned;
2. Date of completion of verification/certification process; and
3. Date of availability for move-in.

Applications will be located at the [Emerald City Commons Apartments, 7700 Rainier Avenue South Seattle, WA 98118; \(206\) 489-2147](#), or if you are unable to pick up one, we can mail, fax or email it to you. Original applications must be returned to the property via mail or in person.

B. **INCOME LIMITS** - The income limits checked below are for this property and are posted in the Leasing Office (*management should mark all that apply*):

- Extremely Low-Income - 30% (12 Project Based Voucher Units; 18 Tax Credit Units)
- Very Low-Income - 40% (15 Tax Credit Units)
- Moderate Low-Income - 60% (15 Tax Credit Units)

C. **UNIT SIZE/OCCUPANCY STANDARDS** – Households will be accommodated in accordance with the following occupancy standards:

	<u>Minimum</u>	<u>Maximum</u>
1. One Bedroom	1	3

Two Bedroom	2	5
Three Bedroom	4	7

2. The head of household must be 18 years of age or older, or an emancipated minor. A disabled family is a family whose head, spouse, or sole member is a person with disabilities.
3. A Live-In Aide is allowed to live in the apartment due to a reasonable accommodation.

**D. TAX CREDIT STUDENT ELIGIBILITY RULE** – We cannot accept a household entirely occupied by full-time students unless one or more of the following criteria are met:

1. The students receive assistance under Title IV of the Social Security Act (Temporary Assistance to Needy Families or TANF, formerly AFDC);
2. The students are enrolled in a job training program receiving assistance under the Job Training Partnership Act or under other similar Federal, State or local laws;
3. The students are single parents with child(ren) and such parents and the child(ren) are not dependents of another individual;
4. The students are married and file a joint tax return or are eligible to file a joint tax return.
5. At least one household member was previously (not currently) under the care and placement responsibility of the State Agency responsible for administering a plan under Part B or Part E of Title IV of the Social Security Act (Foster Care).

**A full-time student is defined as:**

- a. Anyone who is currently enrolled in any type of school and the school they attend defines the hours they attend as full time.
- b. Anyone who will attend full time any type of school any time in the next twelve (12) months.
- c. Anyone who has attended school full time for five (5) months of this calendar year. This does not have to be consecutive. Example 1: If an applicant attends school full time from January 20<sup>th</sup> through May 13<sup>th</sup>, this is considered five months. If they attend one day in any month, that counts as a full month. Example 2: If you attended full time one day in January, one day in February, one day in April, one in June and one in July, you are considered a full-time student until January 1<sup>st</sup> of the following year.

**II. MARKETING**

**Fair Housing Requirements**

The property enforces a marketing effort that attracts a broad cross-section of the eligible population without regard to race, color, religion, sex, disability, familial status, or national origin.

**Filling Vacant Units**

Whenever additional applicants are needed to fill available units, advertising will be carried out in accordance with the HUD-approved AFHMP, and as indicated below.

**Race and Ethnic Data Reporting**

The property will offer all members of an applicant/tenant family the option of completing Form HUD-27061-H, Race and Ethnic Data Reporting Form. This form is used for gathering race and ethnic data in

assisted housing programs. The form will be offered for completion at initial application or at lease signing. In-place tenants who have not completed the form will be offered the opportunity to complete the form. There is no penalty for persons who do not complete the form. The property will place a note in the file of any household member who chooses not to complete the form.

### **Affirmative Fair Housing Marketing Plan (AFHMP)**

The property complies with the requirements of the HUD-approved AFHMP established for the property, which is designed to promote equal housing choice for all prospective residents regardless of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity. The purpose of the plan is to ensure that families with similar income levels will have a similar range of housing opportunities. The plan outlines marketing strategies management will use. Special efforts will be made to attract persons who are least likely to apply due to such factors as the racial or ethnic composition of the neighborhood, or other factors the State may require. Marketing will also seek to reach potential applicants outside the immediate neighborhood if marketing only within the neighborhood would create a disparate impact against certain classes, such as the case of an entire neighborhood that includes no minorities.

### **Monitoring and Documenting Marketing Activities**

The property will monitor marketing efforts and document the results in writing. The documentation will be made available, upon request, for all marketing activities, to show consistency with affirmative fair housing marketing requirements and the approved plan for the program. This documentation will include copies of marketing materials, records of marketing activities conducted, and documentation of any special marketing activities conducted in accordance with the property's approved AFHMP.

### **Review of Plan**

The AFHMP will be reviewed annually to assess the effectiveness of affirmative marketing efforts. The AFHMP is updated every five years; however, if the demographics of the area have changed, the property will determine whether advertising efforts should be targeted to different groups. The AFHMP will be revised whenever a substantial change takes place, and would be submitted to the agency for approval.

### **Advertising**

All advertising for this property includes either the HUD-approved Equal Housing Opportunity logo or slogan, or an equal housing statement. Visual advertising will depict members of protected classes, including individuals from both majority and minority groups. The Fair Housing Equal Housing Opportunity poster is in the leasing office or another conspicuous location in the building, and/or the Equal Housing Opportunity sign, slogan or statement can be seen from the street, so that it is readily apparent to all persons seeking housing.

## **IV. WAITING LISTS**

- A.** A Waiting List will not be maintained for units.
- B. FILLING VACANT UNITS** – Standard Tax Credit Units will be Leased on a First-Come, First-Served Basis.
  - 1. When a unit becomes available, we will advertise in accordance with the properties Affirmative Fair Housing Marketing Plan (AFHMP).

2. The Applicant will be contacted by telephone after the application process is completed. Applicant has within 48 hours of being offered the unit to notify management of their decision, and to pay their rent and deposit.
3. If an applicant declines or does not respond to the first offer of an available unit when contacted, his/her application may be cancelled and the unit may be offered to the next available applicant. Written notification of the attempt to contact, and cancellation of the application, will be mailed to the applicant.
4. We must first lease vacant accessible units to current tenants, and then to applicants requiring special physical design features. If there is no current tenant or applicant requiring an accessible unit or its features, a non-physically disabled individual can move into the accessible unit. The non-physically disabled applicant must agree to move to a non-accessible unit at their own expense when there is a tenant or applicant that requires the accessible unit. A lease addendum (Accessible Unit for Disabled Lease Addendum) will be entered into with the non-physically disabled tenant living in an accessible unit.

**V. TRANSFER POLICY – Transfers from one unit to another type of unit within the property will take precedence over new move-ins, and may be required by management for the following reasons only:**

1. To alleviate overcrowding (Household has more members than the Occupancy Standards allow);
2. To avoid occupancy by too few people (Household is under the minimum Occupancy Standards and is required to transfer to the next available unit of appropriate size);
3. For verifiable medical necessity, i.e. wheelchair accessible unit or additional space for medical equipment. Transfers that are needed due to a reasonable accommodation will have priority over non-reasonable accommodation transfers;
4. When a household requests to transfer one or more lessees out of an existing household into another unit on the property, the transferring lessee will be treated as a new applicant. He/she must be of legal contract age or an emancipated minor, complete an application, and then they will be placed at the bottom of the Waiting List. As any other applicant, they must meet eligibility and qualify as a new move-in by going through the screening process regarding verifying income, criminal and credit history, etc.;
5. For emergency temporary relocation. (If a unit becomes uninhabitable due to a catastrophe, the resident family will be given any open unit for temporary living quarters until their own unit is repaired. An “open unit” is a unit for which the keys are in the possession of the management company.)
6. If a non-physically disabled tenant is living in an accessible unit, and a disabled tenant or Waiting List applicant needs the special physical design features of that unit, the tenant must agree to move to a non-accessible unit at their own expense. Please review Accessible Unit for Disabled Lease Addendum.

Transfer list(s) will be maintained by Unit Size and/or Type, i.e. 2BR Transfer List, or Wheelchair Accessible Unit or 2BR Wheelchair Accessible Unit, etc. Transfer list(s) resident names will be maintained in a date and time order.

The tenant will pay all costs associated with the move. However, if a tenant is transferred as a reasonable accommodation to a household member's disability, then the owner has to allow the tenant to pay for the modification to the unit. The tenant is to have the funds in escrow to return the unit back into its original condition upon move-out, or when/if the modification is no longer needed.

**V. POLICIES TO COMPLY WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, THE FAIR HOUSING AMENDMENTS ACT OF 1988 AND TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AGE DISCRIMINATION ACT OF 1975, AND EQUAL ACCESS TO HOUSING IN HUD PROGRAMS:**

- A. **Section 504** prohibits discrimination based upon disability in all programs or activities operated by recipients of federal financial assistance. Although Section 504 often overlaps with the disability discrimination prohibitions of the Fair Housing Act, it differs in that it also imposes broader affirmative obligations on owners to make their programs as a whole, accessible to persons with disabilities. These obligations include the following:
1. Making and paying for reasonable structural modifications to units and/or common areas that are needed by applicants and tenants with disabilities, unless these modifications would change the fundamental nature of the project or result in undue financial and administrative burdens;
  2. Operating housing that is not segregated based upon disability or type of disability, unless authorized by federal statute or executive order;
  3. Providing auxiliary aids and services necessary for effective communication with persons with disabilities;
  4. Developing a transition plan to ensure that structural changes are properly implemented to meet program accessibility requirements (*for properties built before June 1988*); and
  5. Performing a self-evaluation of the owner's program and policies to ensure that they do not discriminate based on disability;
  6. Operating their programs in the most integrated setting appropriate to the needs of qualified individuals with disabilities;
  7. Allowing a larger apartment to accommodate a Live-In Aide (Aides must pass the same criminal criteria as a new move-in would).

Furthermore, the Section 504 regulations establish affirmative accessibility requirements for newly constructed or rehabilitated housing, including providing a minimum percentage of accessible units. In order for a unit to be considered accessible, it must meet the requirements of the Uniform Federal Accessibility Standards (UFAS).

1. Units designed specifically for individuals with a physical impairment:
  - a. For this development, "physical impairment" is defined as mobility impairment which necessitates the permanent use of a wheelchair. For all units designed

- specifically for wheelchair accessibility, priority will be given to those applicants needing such modifications;
- b. Priority will be given to households where a member is required to use a wheelchair;
  - c. If there are not enough such households to fill all specially equipped units, owners may give preference to households with members whose physical or mobility impairment would be eased by the design of the accessible unit.
2. Units designed for individuals with a hearing or vision impairment:
    - a. For all units designed specifically with hearing and/or vision features, priority will be given to those applicants and households where a member is in need of such modifications.
- B. **The Fair Housing Act** prohibits discrimination in housing and housing-related transactions based on race, color, religion, sex, national origin, disability, or familial status. It applies to housing, regardless of the presence of federal financial assistance.
- C. **Title VI of the Civil Rights Acts of 1964** prohibits discrimination on the basis of race, color or national origin in any program or activity receiving federal financial assistance from HUD.
- D. **Age Discrimination Act of 1975** prohibits discrimination based upon age in federally assisted and funded program, except in limited circumstances. It is not a violation of the Age Discrimination Act to use age as a screening criteria in a particular program if age distinctions are permitted by statute for that program or if age distinctions are a factor necessary for the normal operation of the program or the achievement of a statutory objective of the program or activity.
- E. **Protections Provided Based on Sexual Orientation, Gender Identity or Marital Status:** *Equal Access to Housing in HUD Programs – Regardless of Sexual Orientation, Gender Identity or Marital Status* - The Owner/Agent will comply with the requirements established in the Final Rule which ensures that HUD’s core housing programs are open to all eligible persons regardless of sexual orientation, gender identity or marital status in any phase of the occupancy process. No Owner/Agent or administrator of HUD-assisted housing may inquire about the sexual orientation or gender identity of an applicant or occupant for purposes of determining eligibility. HUD further revises generally applicable definitions as follow:
- [a] The term “Family” includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity or marital status:
    - [i] A family with or without children (a child who is temporarily away from home because of placement in foster care is considered a member of the family);
    - [ii] An elderly family;
    - [iii] A near-elderly family;
    - [iv] A disabled family;
    - [v] A displaced family; and
    - [vi] The remaining member of a tenant family.
  - [b] The term “gender identity” means actual or perceived gender-related characteristics.
  - [c] The term “sexual orientation” means homosexuality, heterosexuality or bisexuality.



Even though HUD does not create an additional protected class under the Fair Housing Act or the Civil Rights Law, housing discrimination based on sex may still be covered by the Fair Housing Act under the Equal Access Rule.

Persons with disabilities have the right to request reasonable accommodations and to participate in the informal hearing process. The 504 Coordinator for Mercy Housing is: Melanie Kibble, 303-830-3300; TTY - 1-800-855-2880; Fax - 1-877-245-7121; 504adacoordinator@mercyhousing.org.

**VII. VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005 (VAWA), AND VAWA 2013/EMERGENCY TRANSFER PLAN:**

A. **VAWA** protections apply to families applying for or receiving rental assistance payments under the IRS Tax Credit program, and other affordable programs. The law protects victims or survivors of domestic violence, dating violence, sexual assault, or stalking, as well as their immediate family members generally, from being evicted or being denied housing assistance if an incident of violence [that] is reported and confirmed. **VAWA** also provides that an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking, does not qualify as a serious or repeated violation of the lease nor does it constitute good cause for terminating the assistance, tenancy, or occupancy rights of the victim or survivor. Furthermore, criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking is not grounds for terminating the victim's or survivor's tenancy. The Owner/Agent (O/A) will bifurcate (divide a lease as a matter of law) in order to evict, remove, or terminate the assistance of the offender while allowing the victim or survivor, who is a tenant or lawful occupant, to remain in the unit, with Regional Vice President approval.

**VAWA** ensures that victims are not denied housing and housing assistance solely because the person is a victim of a **VAWA** crime. However, being a victim of a **VAWA** crime is not reason to change the eligibility or applicant screening requirements set forth in the Resident Selection Plan, unless such requirements interfere with protections provided under **VAWA**.

For example: Mercy Housing may waive the requirement to review landlord history if the victim has provided necessary documentation to certify their status as a victim and if contacting a previous landlord would put the applicant's location at risk of exposure to the accused perpetrator.

B. Form HUD-91067, *Lease Addendum for VAWA*, is HUD's lease addendum for the **VAWA** provisions, and is a required addendum to every lease, and MHMG requires the addendum to be used at all its properties. If it is determined that physical abuse caused by a tenant is clear and present, the law provides management the authority to bifurcate the lease, and remove, evict, or terminate housing assistance, if applicable, to that individual, while allowing the victim, who lawfully occupies the apartment, to maintain tenancy. The eviction of, or termination action against the individual, will be done in accordance with the procedures prescribed by Federal, State, and local law. If such action is deemed necessary, an interim recertification will be processed reflecting the change in household composition, if applicable. (Please review the Remaining Tenant Household Member Section for eligibility requirements for the remaining members after lease bifurcation.)

C. **Emergency Transfers**

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

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

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

**D. Eligibility for Emergency Transfers**

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

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

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

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

**E. Emergency Transfer Request Documentation**

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

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

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

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

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

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

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

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

**F. Confidentiality**

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

**G. Internal Emergency Transfer Timing and Availability**

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

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

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

**H. External Emergency Transfers**

External emergency transfers refer to an emergency relocation of a resident to another unit where the resident would be categorized as a new applicant. The resident must undergo an application process in order to reside in the new unit.

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

**I. Additional Assistance**

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

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

**J. Safety and Security of Residents**

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

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

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

Victims are encouraged to seek police/legal protection from their accused perpetrator. In some cases, we may file a restraining order against the accused perpetrator to prevent the accused perpetrator from entering the property.

**VII. APPLICANT SCREENING & FINAL SELECTION OF RESIDENTS**

**A. The following priority for processing will also be used:**

1. Units designed specifically for individuals with a physical impairment:
  - (a) For this development, "physical impairment" is defined as mobility impairment which necessitates the permanent use of a wheelchair. For all units designed specifically for wheelchair accessibility, priority will be given to those applicants needing such modifications;
  - (b) Priority will be given to households where a member is required to use a wheelchair;
  - (c) If there are not enough such households to fill all specially equipped units, owners may give preference to households with members whose physical or mobility impairment would be eased by the design of the accessible unit.
2. Units designed for individuals with a hearing or vision impairment:

- (a) For all units designed specifically with hearing and/or vision features, priority will be given to those applicants and households where a member is in need of such modifications.

**A. B. Initial Interview – Initial Interview – All household members should be present at the initial interview, but must be present prior to the time of Initial Certification/Move-In.**

At the scheduled interview, all eligibility factors will be explained to the applicants, with particular emphasis on the Applicant Screening Requirements. During the interview, the staff person will do the following:

- Clarify any information provided by the applicant;
- Income qualification verification, including self-employment: soliciting third-party verification from all sources in order to determine annual household income (the maximum income levels apply to the Tax Credit and PBRA programs), and all assets, including bank accounts;
- Make copies of photo identification, i.e. Driver's License or state I.D. card, passport, travel visa, I-94s or employment cards for adults 18 years of age and older, and birth certificates for children under the age of 18 years of age;
- Answer any questions the applicant may have.

**C. Applicant Screening**

**Application Fee**

An Application Fee of \$25.00, paid by money order or cashier check, is required for all adults 18 years or older that will reside in the apartment and should be submitted with the application. (After background screening is approved, the Application Fee is non-refundable.)

It is the policy of Mercy Housing Management Group to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the property or on the quality of life for its residents. As a part of the final eligibility determination, Mercy Housing Management Group will screen each applicant household to assess suitability. Factors to be considered in the screening are housekeeping habits, rent paying habits and credit records, prior history as a tenant and criminal records. Following is a description of each of these factors and the method of verification to be employed:

*A Comprehensive Reusable Tenant Screening Report may be accepted, as defined in RCW 59.18.030, in the place of the \$25.00 Application Fee, if made available to Mercy Housing Management Group by a consumer reporting Agency.*

We reserve the right to screen any applicant, at the cost of the property, that presents a reusable tenant screening report and the applicant can still be denied for any reason outlined in this screening criteria due to the result of the Transunion screening.

**Rent Paying Habits, Responsible Tenancy History, Behavior and Conduct**

Staff will request credit histories on each adult member of each applicant household and will request phone references from the applicant's current landlord and former landlords for the past

two (2) years. Based upon these verifications, the staff will determine if the applicant(s) paid rent on time, took care of the unit, and if the landlord would rent to them again. If the landlord provides a good reference, staff will move forward with the application process. If the landlord provides a negative reference, staff will request a written reference from the Landlord.

Applicants who have failed to pay amounts due or failed to reach a satisfactory agreement to pay those amounts will also be considered ineligible.

It is the applicant's responsibility to demonstrate utilities can be put in their name. Applicants who cannot have utilities put in their name will be considered ineligible.

Management will initiate an eviction history and credit report. The applicant shall be notified of such action in advance. Applicants will be charged the actual costs of the credit and criminal records reports OR the maximum allowable fee set by statute, whichever is less. Applicants to properties with HUD rental subsidies will not be charged for the reports.

If there is a finding of any kind which would negatively impact an application, the applicant will be notified in writing. The applicant then shall have 14 calendar days in which such a finding may be appealed to staff for consideration.

Any currently open bankruptcy proceeding of any of the household members will be considered a disqualifying condition.

#### **Gross Rent as Percentage of Gross Income**

1. To protect the project from rent loss and rent delinquency, persons spending more than 50% of the household's combined monthly income for rent may not be accepted. Those household members listed on the application must be the same as those who have contributed to a household's history of paying more than 50% of gross household income for rent.
2. Current documentation of ability to pay higher rent above 50% must be within the past twelve months for a period of no less than eight (8) months. Suitable documentation shall include the following: cancelled checks, rent receipts or mortgage statements, lease agreement, and landlord verification.
3. All income must be verified by management.
4. For determining Gross Rent as Percentage of Gross Income, Gross Rent shall be calculated using Tenant Rent plus Utility Allowance. If there is no Utility Allowance, Tenant Rent shall be considered Gross Rent.

#### **Criminal Records Check and Eviction Check**

Staff will hire a contractor to run a credit check and criminal background check on all applicants and it will check court records for evidence of evictions or judgments against the applicant and evidence of criminal convictions. The purpose of these checks is to obtain information on the applicant's past history of meeting financial obligations and future ability to make timely rent payments and to abide by the federal laws regarding the prohibition of admitting any applicant with specific criminal activity including drug-related activity. Criminal screening will be limited to convictions requiring the applicant to register on a sex offender data base and convictions for manufacture/distribution of methamphetamines (in federally funded housing only).

(Our Consumer Reporting Agency is Credit Retriever, which can be contacted at [www.creditretriever.com](http://www.creditretriever.com), and the applicant has a right to obtain a copy of the report and dispute the information in it if denied or adverse action is taken.

## IX. DENIED APPLICATIONS

1. A background criminal reference check is conducted to determine that applicants and/or members of an applicant's household have:
  - No record of convictions for manufacture/distribution of methamphetamines (in federally funded housing only);
  - No record of criminal sexual convictions, requiring being subject to a nationwide sex offender lifetime registration.
  
2. **Applicants may be denied for any of the following:**
  - (a) Failure to present all members of the family at the full family interview, except for hospitalization, medical reasons, emergency, etc., (or some other time acceptable to management) prior to completion of Initial Certification;
  - (b) Blatant disrespect or disruptive behavior toward management, the property or other residents exhibited by an applicant or family member any time prior to move-in (or a demonstrable history of such behavior);
  - (c) A negative landlord reference, encompassing failure to comply with the lease, poor payment history, poor housekeeping habits, or evictions for cause including current notices to pay or quit;
  - (d) Any household member with a currently open bankruptcy proceeding;
  - (e) Falsification of any information on the application;
  - (f) Eligibility income exceeding the maximum allowed, or not meeting the minimum allowed;
  - (g) Family composition not appropriate for available bedroom size;
  - (h) All members of household are full-time students and do not meet any of the criteria outlined in the Student Eligibility Rule section;
  - (i) Failure to update application with any changes while it is being processed;
  - (j) Other good cause: including, but not limited to, failure to meet any of the selection criteria in this document;
  - (k) Failure to provide photo identification for adults 18 years of age and older;
  - (l) Failure to provide birth certificates for household members below 18 years of age;
  - (m) Declines an apartment offer after being contacted one time;
  - (n) The Controlled Substances Act (CSA) categorizes marijuana as a Schedule 1 substance and therefore, the manufacture, distribution, or possession of marijuana is a federal criminal offense. The CSA prohibits all forms of marijuana use (medically or recreationally), even if it is permitted under state law. Marijuana is not permitted in the units, common areas, or on the property. Admission to this property will be denied if the owner has reasonable cause to believe that the illegal use may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents, and current resident households can have their tenancy or assistance terminated by the owner for



illegally using a controlled substance. Illegal use, manufacture, distribution, or possession of any controlled substance is prohibited.

- (o) Consideration may be given for extenuating circumstances where this would be required as a reasonable accommodation when determining the acceptability of tenancy. Persons with disabilities have the right to request reasonable accommodations to participate in the informal hearing process.

**Appeal Process:**

Each record will be assessed individually, in which only the “directly-related” convictions and unresolved arrests in the record are considered. In considering whether a conviction/unresolved arrest is directly-related, the housing provider shall look at whether the conduct has a direct and specific negative bearing on the safety of persons or property, given the nature of the housing, whether the housing offers the opportunity for the same/similar offense to occur, whether circumstances leading to the conduct will recur in the housing, and whether supportive services that might reduce the likelihood of a recurrence are available on-site.

The applicant will have 14 days to respond in writing to show that there should not be a denial. The applicant can respond by:

- Pointing out any inaccuracies in the report.
- Providing evidence of rehabilitation. Evidence of rehabilitation include but not limited to satisfying parole/probation (however inability to pay fines, fess and restitution due to indigence shall not be considered noncompliance with terms and conditions of parole and/or probation), receiving education/training, participating in alcohol/drug treatment programs, letters of recommendation, age at the time of conviction.
- Explaining any mitigating factors about the circumstances of the conviction and providing 3<sup>rd</sup> party documented evidence to corroborate. Mitigating factors include physical or emotional abuse, coercion, untreated abuse/mental illness that led to the conviction.

**X. FINAL ELIGIBILITY DETERMINATION**

Staff will make a final eligibility determination on each applicant only after all factors have been adequately verified including household's annual income. Eligible applicants will be notified in writing of their status and given an approximate date when they can expect to receive an offer of a unit. Ineligible applicants will be notified of their ineligibility in writing and the reason, and informed of their right to an informal review.

Once final eligibility is determined, the staff will proceed to calculate the rent, execute lease documents, and assign the next unit available for which the household has been deemed eligible.

Applicants determined ineligible for admission by staff may request an informal review of the determination. They must make the request within 14 days of the date of the notice of ineligibility. Within 5 days of receiving the request, the staff must schedule the review and notify the applicant of the place, date and time.

Informal reviews will be conducted by an impartial review officer who had no involvement in the ineligibility determination. The review officer will be selected by the Area Director of Operations. The

applicant may bring to the review any documentation or evidence he/she wishes and the evidence along with the data compiled by staff will be considered by the review officer.

The review officer will make a determination based upon the merits of the evidence presented by both sides. Within 10 days of the date of the review, the review officer will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

**X. ESB 6413: OMNIBUS LANDLORD-TENANT LEGISLATION/PORTABLE TENANT SCREENING**

1. We accept a reusable tenant screening report (Please review Application Fee section);
2. If a judge signs an Order of Limited Dissemination, our screening company is limited on reporting certain eviction cases; and
3. We have an additional 7 days to return the security deposit at the end of tenancy, which is from 14 to 21 days.

**XI. PET POLICY**

1. Pets will be permitted only in accordance with the Pet Policy established by management. Register pets with the office before moving them into the property. There is a refundable Pet Deposit in the amount of 25% of the first full month's rent to be held to cover pet caused damages.
2. No more than two (2) pets per apartment. The weight limit must not exceed 30lbs of each pet.
3. No pets are allowed (except fish and small birds) without an approved Pet Agreement authorized by Management.
4. A Service or Companion Animal (Assistance Animal) is allowed with a provider's verification. Please review the Reasonable Accommodation Policy.

**XII. OCCUPANCY PROTECTION FOR HUD-ASSISTED HOUSEHOLDS IN PROPERTIES WITH LOW-INCOME HOUSING TAX CREDITS (LIHTC):**

Owner/Agents may not terminate HUD-assisted tenants who do not meet LIHTC eligibility guidelines. Owners may only terminate tenancy in limited circumstances as prescribed by HUD regulations and by the terms of the lease and must follow HUD and state/local procedures. Termination for reasons other than those permitted by HUD are prohibited. The lease agreement details the grounds for termination of tenancy which do not include failure to meet LIHTC requirements, including LIHTC-specific income and student eligibility rules.

Should an assisted household become over-income and no longer eligible to receive HUD subsidy, i.e. it is determined at annual or interim recertification that the tenant has the ability to pay the full contract rent or market rent, the owner will terminate the housing assistance. However, in accordance with the lease agreement, the tenant retains all other rights under the lease, including the right to occupy the unit.

**XIII. MODIFICATION OF THE RESIDENT SELECTION CRITERIA PLAN**

**This Resident Selection Criteria Plan will be reviewed annually to ensure that it reflects current operating practices, program priorities and HUD requirements. If this Resident Selection Criteria Plan is substantially updated, you may be notified.**

I certify that I have been given the opportunity to review the Resident Selection Criteria for housing at  
Emerald City Commons Apartments, 7700 Rainier Avenue South Seattle, Washington 98118

\_\_\_\_\_  
Applicant Date

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Applicant Date

\_\_\_\_\_  
Applicant Date

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Applicant Date

\_\_\_\_\_  
Manager/Leasing Agent Signature Date

