



LESLEY PLAZA

TENANT SELECTION PLAN

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**TENANT SELECTION PLAN FOR OCCUPANCY
AFFORDABLE APARTMENTS
LESLEY PLAZA
STATEMENT OF PURPOSE**

The Lesley Foundation dba Lesley Senior Communities is a California non-profit corporation. It developed, owns and manages, Lesley Plaza, a 56 unit apartment complex at 120 North San Mateo Drive, San Mateo, California, comprising 12 one bedroom apartments and 44 studio units.

Lesley Plaza is a housing facility designed to provide decent housing for extremely low, very low and low income elderly persons and families who are able to maintain a living status with the provision of supportive living services through private arrangements. It is not a facility providing any type of care requiring licensure under the Residential Care Facilities for the Elderly Act. Therefore, Lesley Plaza does not provide, nor has the authority to provide, any care or supervision services, nor to promise or make available in the future any assistance with personal activities of daily living. This means that if an applicant needs the type of care that Lesley Plaza does not provide, the applicant must make arrangements for that type of care on his/her own.

A person in order to be a tenant at Lesley Plaza must also be capable of fulfilling the lease requirements. This means the applicant must be able to meet all of his/her personal needs and that the applicant can fulfill the lease obligations with or without assistance.

Lesley Plaza does not accept Housing Choice Vouchers.

Section 504 equal Access Statement

For mobility impaired persons:

This document is kept at **700 Laurel Ave, San Mateo California which has some accessible features**. This document may be examined from Monday through Friday between the hours of 9:00 am and 4:00 pm. You must telephone to make arrangements to examine this document. Please call **650-342-2051**. **Speech or hearing impaired persons may call 711 for assistance by the California Relay Service. This document is also available on our website (lesleyseniorcommunities.org).**

For hearing impaired persons:

Lesley Plaza will provide assistance to hearing impaired persons in reviewing this document. Assistance may include provision of a qualified interpreter at a time convenient to both the property manager and the individual with handicaps. Please **call 711 for assistance by the California Relay Service in scheduling an appointment.**

For vision impaired persons:

Lesley Plaza will provide a staff person to assist a vision-impaired person in reviewing this document. Assistance may include: describing the contents of the document, reading the

document or sections of the document or providing such other assistance, as may be needed to permit the contents of the document to be communicated to the person with vision impairments.

Assistance to insure equal access to this document will be available in alternate formats and provided in a confidential manner and setting. An individual with disabilities is responsible for providing his/her own transportation to and from the location where this document is kept by advocacy groups, social workers, family members or personal friends. The applicant should inform the Property Manager if additional assistance is needed to complete forms or understanding program requirements, procedures, house rules, etc. Advocacy groups, social workers, family members or personal friends may provide assistance. If an individual with disabilities is involved, all hearings or meetings required by this document will be conducted at an accessible location with appropriate assistance provided.

Fair Housing and Equal Opportunity Requirements

STATEMENTS OF NON-DISCRIMINATION

It is the policy of Lesley Plaza to comply fully with Title VI of the Civil Rights Act of 1964, The Federal Fair Housing Act, Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act, and any state legislation protecting the individual rights of residents, applicants or staff which may subsequently be enacted.

Under Federal Law it is illegal to discriminate against any person or group of persons because of race, color, religion, sex, disability, familial status or national origin.

In compliance with the Fair Housing Act, Lesley Plaza prohibits discrimination because of race, color, creed, religion, national origin, sex, age, disability, and marital status, status with regard to public assistance, sexual orientation, or familial status. In addition, owners must comply with local fair housing and civil rights laws.

Lesley Plaza shall not:

- Deny to any family the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs;
- Provide housing which is different from that provided others;
- Subject a person to segregation or unequal or different treatment;
- Restrict a person's access to any benefit enjoyed by others in connection with the housing program;
- Treat a person differently in determining eligibility or other requirements for admission;
- Deny a person access to the same level of services; or
- Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the housing program.

Lesley Plaza shall not automatically deny admission to a particular group or category of otherwise eligible applicants; i.e., single head of households with children, elderly pet owners, or a family whose head or spouse is a student. Each applicant in a particular group or category will be treated on an individual basis in the normal processing routine.

Lesley Plaza will seek to identify and eliminate situations or procedures which create a barrier to equal housing opportunity for all. In accordance with Section 504, Lesley Plaza will make physical or procedural changes to permit individuals with disabilities to have full advantage of the housing program. Such accommodations may include changes in the method of administering policies, procedures, or services.

In addition, Lesley Plaza may perform structural modifications to housing and non-housing facilities where such modifications would be necessary to afford full access to the housing program for qualified individuals with handicaps.

In reaching a reasonable accommodation with, or performing structural modifications for, otherwise qualified individuals with handicaps, Lesley Plaza is not required to:

- Make structural alterations that require the removal or altering of a load-bearing structural member;
- Provide an elevator in any multi-family housing development solely for the purpose of locating accessible units above or below the grade level;
- Provide support services that are not already part of its housing programs;
- Take any action that would result in a fundamental alteration in the nature of the program or service;
- Take any action that would result in an undue financial and administrative burden on Lesley Plaza

Reasonable Accommodations

It is the intention of Lesley Plaza to make “reasonable accommodations” both in the application process and residency with regards to Section 504 of the Rehabilitation Act of 1973 and the Fair Housing Act and other relevant civil rights laws and statutes. This also includes taking reasonable steps to ensure meaningful access to information and services we provide for persons with LEP (Limited English Proficiency).

Applicants who Require Reasonable Accommodations, Including Live-In Aides:**

A reasonable accommodation is a change, exception, or adjustment to a program, service, building, dwelling unit, or workplace that will allow a qualified person with a disability to fully participate in a program, take advantage of a service, live in a dwelling unit, or perform a job. For reasonable accommodations to apply there are several requirements. First, the applicant must have a verifiable disability (mental or physical impairment that substantially limits one or more major life activities). Next, the disability must have a direct correlation to the accommodation being requested by the applicant. The applicant must request a reasonable accommodation and provide verification of his/her disability and his/her need for the

accommodation. Finally, for the accommodation to be reasonable it cannot result in a financial or administrative burden to the property. In some situations, even with reasonable accommodations, applicants with disabilities cannot meet essential program requirements. In these situations the applicant is not eligible and the applicant will be rejected. Examples of such situations include cases where the applicant's behavior or performance in past housing caused a direct threat to the health or safety of persons or property; past history or other information that shows the applicant's inability to comply with the terms of the property's lease; or an objective determination that the applicant would require services from management that represent an alteration in the fundamental nature of the property's program.

If an applicant makes a request, management will provide a reasonable accommodation if the request meets the requirements discussed above.

**Live-In Aide is a person who resides with an elderly or handicapped person and who:

- is determined essential to the care and well-being of the person; this determination is made by a physician.
- is not obligated for the support of the person;
- wouldn't 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. Lesley Plaza may verify this with a physician.

A Live-In Aide qualifies for occupancy only as long as the individual needs the support services and does not qualify for continued occupancy as a remaining family member.

Screening of live-in aides at initial occupancy, and screening of persons or live-in aides to be added to the resident household after initial occupancy must involve similar screening activities. Both live-in aides and new additions to the resident household must be screened for drug abuse and other criminal activity by applying the same criteria established for screening other applicants.

Reasonable accommodations may include changes in the method of administering policies, procedures, or services. In providing reasonable accommodations for, or performing structural modifications for otherwise qualified individuals with disabilities, the property is not required to:

1. Make structural alterations that require the removal or altering of a load-bearing structure,
2. Provide support services that are not already part of its housing programs,
3. Take any action that would result in a fundamental alteration in the nature of the program or service, or

4. Take any action that would result in an undue financial and administrative burden on the property, including structural impracticality as defined in the Uniform Federal Accessibility Standards (UFAS).

Assistance Animals and Pets

A common household pet means a small, domesticated four-legged animal, such as a cat, dog, or rodent. Only one pet per household is permitted. In the case of all cats or dogs, only those that have been spayed or neutered will be allowed as pets. Dogs over 25 pounds are not permitted; except in the case of Service/Assistance animals in which case the weight limit is waived. Service/Assistance Animals are permitted as a reasonable accommodation for persons with verified disabilities, once the need has been properly verified by a physician, psychiatrist, social worker, or other licensed medical professional. There must be a direct relationship between the person's disability and his or her need for the animal. Neither a Security Deposit nor a pet fee is required for an assistance animal. All state and local health, safety and licensing laws apply.

Refer to the House Rules and Regulations and Pet Agreement for tenant pet care responsibilities.

Management reserves the right to deny a specific assistance animal only if:

1. There is documented proof, based on prior behavior of the animal, that it poses a direct threat to the health and safety of others that cannot be reduced or eliminated by reasonable accommodation, or
2. There is documented proof, based on prior behavior of the animal, that it would cause substantial physical damage to the property of others, or
3. It can be specifically documented that the presence of the assistance animal would pose an undue financial and administrative burden to the provider; or
4. Documented evidence shows that the presence of the assistance animal would fundamentally alter the nature of this property's services.

Acceptable Verification Documents to establish identity and for use in the credit/criminal screening process

Applicants must be able to establish identity by providing a picture identification card and verification of a Social Security Number. Most individuals should be able to verify all Social Security Numbers with a Social Security card. However, if the applicant or resident cannot produce the Social Security card for all household members, the documents listed below, may be used for verification.

- Individual Tax Identification Number (ITIN)
- Passport (any country)
- Driver's license (any state)
- Any government issued ID card
- Form 1099

- Social Security Administration benefit award letter
- Retirement benefit letter
- Life insurance policy
- Court records

Income Limits

Applicants to Lesley Plaza must have an income that is not greater than the “Low income” limits established by HUD, and revised annually. Income limits are based on family size and the annual income the family receives. These limits are available for review at the site or management office. Lesley Plaza will determine income eligibility prior to approving any applicant for tenancy. Once the applicant moves into Lesley Plaza, this income eligibility test will not be done again.

Limited English Proficiency (LEP) Services

The Agent shall determine, as part of its obligation to take reasonable steps to ensure meaningful access to the Development and its programs by persons with Limited English Proficiency (LEP), those Oral Language Services (i.e. Interpretation) and Written Language Services (i.e. Translation) that may be required in connection with the implementation of this Plan.

Privacy Policy

It is the policy of Lesley Plaza to protect the privacy of individuals covered by the Federal Privacy Act of 1974, and to ensure the protection of such individuals’ verification records maintained by the property.

This information may be released to appropriate federal, state and local agencies, when relevant, and to civil, criminal or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released unless the individual gives written authorization to do so.

This privacy policy in no way limits Lesley Plaza ability to collect such information as it may need to determine eligibility, compute rent or determine an applicant's suitability for tenancy.

Consistent with the intent of Section 504 of the Rehabilitation Act of 1973, any information obtained on handicap or disability will be treated in a confidential manner.

General Occupancy Standards

The development is designated for housing as follows:

Studio Unit	1 person
1 Bedroom	1 - 2 persons

The owner is required to establish reasonable occupancy standards that will:

- assist as many people as possible, without overcrowding, and;
- minimize vacancies.

Owners must comply with all reasonable state and local health and safety restrictions regarding the maximum number of persons permitted to occupy a unit. In the absence of such

restrictions, overcrowding is deemed to occur when the total number of persons in the unit exceeds two persons per habitable sleeping room. Additional persons may be allowed when a habitable sleeping room provides at least 50 square feet per person. A habitable sleeping room is any room except the following:

- Kitchen,
- Bathroom,
- Hallway; or
- Dining room.

No more than two persons may occupy a bedroom provided there is sufficient square footage in the bedroom to meet local standards.

Unit Transfer Policy

A resident of Lesley Plaza may apply for a transfer of apartments within the building, and be placed on the Apartment Transfer Waiting List, in the following situations:

- Resident has a verifiable medical reason for a different or larger unit (i.e. Studio to 1 Bedroom), including the need for a Live-In Aide.
- There has been a change in family composition
- Resident must transfer from unit due to renovation of previous unit.
- Resident has developed a verifiable financial hardship which will result in displacement. Residents meeting the above criteria are given preference on the waiting list.

If a resident household is being moved to a different unit as a reasonable accommodation to a household member's disability, then the owner must pay for the move unless doing so would constitute an undue financial and administrative burden.

A resident must have lived at Lesley Plaza for at least one year before requesting a transfer for other than the above stated reasons. A resident requesting a transfer for other than the above stated reasons will be placed on the Applicant Waiting List (if open) in order of date and time the request was received.

1. All requests to transfer must be in compliance with the Occupancy Standards established for facilities owned and operated by Lesley Senior Communities.
2. A request to transfer apartments must be made by submitting to the Director of Management and Operations a completed and signed Apartment Transfer Request form listing the reasons for the request and the desired type of apartment and location within the buildings. All requests must be approved by the Director of Management and Operations.
3. The type of apartment requested must be suitable for the size of the household and age and sex of household members as defined in Lesley Senior Communities Occupancy Standards policy.
4. A resident is placed on a waiting list, for the requested type of unit, on the date and time the Director of Management and Operations receives the completed and signed Transfer Request. Receipt of the Transfer Request and placement on a waiting list do not establish final eligibility to transfer. Final eligibility can only be determined after the Director of Management and Operations has carefully

evaluated and approved the request, and the resident's present apartment has been inspected.

5. No resident shall be given permission to move to another apartment if his or her apartment has not been properly cared for. The resident must agree to an inspection of his or her present apartment by the Director of Management and Operations.
6. A resident who twice declines an offer of the requested type of unit, will be removed from the waiting list. The resident may re-apply for a transfer six months after the date he/she was removed.
7. When a resident transfers to a new unit the original Security Deposit will be refunded. To close out the original Deposit, the owner must deduct resident damages, unpaid rent, and other allowable charges, and refund the balance to the resident. The Security Deposit, or any balance of it, on the resident's present apartment will be returned within 21 days after the resident has completed the move.

California State Law (amending Sections 1950.5 & 1954 of the Civil Code (1/1/03))

- If the Landlord holds a Security Deposit, not less than 2 weeks before the termination of the tenancy the Landlord shall notify the tenant in writing that he/she has the right to request, and be present at, an initial inspection. If the tenant demands an initial inspection and the parties cannot agree on a time for the inspection, the Landlord shall give at least 48 hours notice in writing prior to the inspection. The Landlord must provide the tenant with an itemized list of potential deductions from the Security Deposit. The Tenant has the opportunity to remedy the identified deficiencies during the period following the initial inspection until the end of tenancy.
 - After the tenant has moved from the unit, the Landlord will inspect the unit and complete a unit inspection report. The Landlord will permit the tenant to participate in the inspection, if the tenant so requests.
1. The new Security Deposit must be based on the monthly resident rent that will be required for the new unit. The new Security Deposit must be received by the Director Management and Operations prior to the unit transfer date. In cases of hardship the Property Manager may approve payment of the Security Deposit in installments.
 2. There is no transfer fee for an approved apartment transfer.
 3. A resident is limited to one transfer of apartments during residency in a facility owned by Lesley Senior Communities unless unusual circumstances result in the granting of a specific exemption by the Executive Director.

Residents in other buildings owned by Lesley Senior Communities are welcome to apply for units at Lesley Plaza if the Waiting List is open, but they must complete an application, be placed on the Applicant Waiting List, and go through the same application, verification and eligibility determination process as any other applicant.

Eligibility Criteria

To apply for apartments, applicants must be qualified under the "Low Income Limit" established by the U. S. Department of Housing and Urban Development (HUD). Being eligible,

however, is not an entitlement to housing. In addition, every applicant must meet the tenant selection criteria. The tenant selection criteria are used to demonstrate the applicant's suitability as a tenant using verified information on past behavior to document the applicant's ability, either alone or with assistance, to comply with the rules governing tenancy. The applicant will be judged on current and past behavior and practices related to tenancy and not on any attribute or behavior that may be imputed to a particular group or category of persons of which an applicant may be a member.

An applicant cannot be found ineligible for housing solely because he/she is a victim of domestic violence, sexual assault, dating violence, stalking, abuse of an elder or dependent adult or human trafficking. California provides legal protections to victims of domestic violence, sexual assault, stalking, abuse of an elder or dependent adult or human trafficking. These protections prohibit owners from evicting individuals if the asserted grounds for such action are an instance of domestic violence, sexual assault, stalking, abuse of an elder or dependent adult or human trafficking.

Domestic Violence in Rental Housing**

California law provides legal protections to victims of domestic violence, dating violence, sexual assault or stalking.

The following definitions are provided as assistance in understanding and implementing the legal protections.

1. Domestic Violence includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
2. Dating Violence means violence committed by a person: (A) who is or has been in a social relationship of a romantic or intimate nature with the victim, and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.
3. Stalking means (A)(i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or (ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.
4. Sexual Assault means any type of sexual contact or behavior that occurs without consent of the recipient, including forced sexual intercourse, sodomy, molestation, incest, fondling and attempted rape and covers people who are unable to consent either due to age or lack of capacity.

5. Immediate Family Member means, with respect to a person: (a) a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or (B) any other person living in the household of that person and related to that person by blood or marriage.
6. Bifurcate means to divide a lease as a matter of law so that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

California law gives a tenant a number of protections and options when he/she is a victim of domestic violence.

- First, with certain exceptions, a landlord may not terminate a tenancy or fail to renew a tenancy based solely upon an act or acts against a tenant or a tenant's household member that constitutes domestic violence. This specific protection for the victim applies when the perpetrator of the violence is not a tenant in the same dwelling unit as the victim.
- Second, victims of domestic violence have the right to have the locks changed on their units. Owners must change the locks within 24 hours of a written request by the victim.
- Third, victims of domestic violence and members of their household have the right to terminate a lease when they provide specific documentation to the landlord that demonstrates they are a victim of domestic violence that was perpetrated against them by a co-tenant, neighbor in the building, or a non-tenant of the building. To terminate the lease the tenant must notify the owner in writing of his/her intent to vacate and must attach documentation that substantiates the incident"

Tenants can demonstrate to the landlord that they are victims of domestic violence in one of the following ways:

- A temporary restraining order or emergency protective order lawfully issued within the last 180 days. The victim must make a request to terminate the tenancy within 60 days of the date the restraining order was issued or the police report was made.
- A copy of a written report, written within the last 180 days, by a peace officer employed by a state or local law enforcement agency acting in his or her official capacity, stating that the tenant or household member has filed a report alleging that he or she or the household member is a victim of domestic violence, sexual assault, or stalking."

"Other tenants who live in the rental unit with the victim, but who are not victims of the domestic violence, sexual assault, or stalking, are not released from their obligations of tenancy under the rental agreement."

"A landlord may not terminate a tenancy, or fail to renew a tenancy based solely upon an act or acts against a tenant or tenant's household member that constitute(s) domestic violence. This specific protection for the victim applies when the perpetrator of the violence is not a tenant in

the same dwelling unit as the victim. However, a landlord may terminate or decline to renew a tenancy if one of the following incidents have occurred:

- The tenant allows the perpetrator to visit the property
- The Owner believes the perpetrator poses a physical threat to other tenants, guests, invitees, or licensees, or to a tenant's right to quiet possession of the property"

"Notwithstanding any provision in the lease to the contrary, the landlord shall not be liable to any other tenants for any action that arises due to the landlord's compliance with this law.**

The law offers the following protections against eviction or denial of housing based on domestic violence, dating violence, sexual assault or stalking:

- A. An applicant's or program participant's status as a victim of domestic violence, dating violence, sexual assault or stalking is not a basis for denial of rental assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission.
- B. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for terminating the assistance, tenancy, or occupancy rights of a victim of abuse.
- C. Criminal activity directly related to domestic violence, dating violence, sexual assault or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights of the victim of the criminal acts.
- D. Assistance may be terminated or a lease "bifurcated" in order to remove an offending household member from the home. Whether or not the individual is a signatory to the lease and lawful tenant, if he/she engages in a criminal act of physical violence against family members or others, he/she stands to be evicted, removed, or have his/her occupancy rights terminated. This action is taken while allowing the victim, who is a tenant or a lawful occupant, to remain. Where a victim of a VAWA crime has requested a lease bifurcation, Lesley Gardens will have a reasonable time to establish eligibility or to find new housing when the household has to be divided as a result of a VAWA crime.
- E. The provisions protecting victims of domestic violence, dating violence, sexual assault or stalking engaged in by a member of the household, may not be construed to limit the owner, when notified, from honoring various court orders issued to either protect the victim or address the distribution of property in case a family breaks up.
- F. The authority to evict or terminate assistance is not limited with respect to a victim that commits unrelated criminal activity. Furthermore, if an owner can show an actual and imminent threat to other tenants or those employed at or providing service to the property if an unlawful tenant's residency is not terminated, then evicting a victim is an option, the VAWA notwithstanding. Ultimately, owners may not subject victims to more demanding standards than other tenants.

The identity of the victim and all information provided to management relating to the incident(s) of abuse must be retained in confidence by the Landlord and must neither be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is a) requested or consented to by the individual in writing; (b) required for use in an eviction proceeding or c) otherwise required by applicable law.

Management must retain all documentation relating to an individual's domestic violence, dating violence or stalking in a separate file that is kept in a separate secure location from other tenant files.

Applicants and residents must meet the following requirements to be eligible for housing at Lesley Plaza:

- At least one member of the household must be 62 years of age or older at the time of application.
- The family must report the annual income of family members, including assets, as required under program rules.
- The family's annual income must not exceed the "Low Income" limit established by the Department of Housing and Urban Development.
- Applicants must consent to a credit/criminal screening.
- All information reported by the family is subject to verification.
- Applicants must provide a picture ID and disclose social security numbers for all family members
- An applicant must agree to pay the rent required
- The unit for which the family is applying must be the family's only residence.

Qualifying For Admission

Every application must be completed in its entirety, with or without assistance, and signed and dated by the head of the household and co-head(s), and all household members 18 years and older, if applicable. All members of the household shall be listed on the application form. Staff will assist any applicant who might have trouble completing the application form. This assistance might take the form of answering questions about the application, helping applicants who might have literacy, vision or language problems and, in general, making it possible for interested parties to apply for housing. The application will be completed to the extent that all factors of eligibility are included and a determination can be made by the Property Manager on the apparent eligibility status of an applicant. Applications that are incomplete and/or have not been signed and dated as required will be returned to the applicant.

Whenever possible, communications with applicants will be by first class mail. Failure to respond to letters may result in withdrawal of an application from further processing. Management may make exceptions to the procedures described herein to take into account circumstances beyond the applicant's control; i.e., medical emergencies or extreme weather conditions. If failure to respond is due to disability, management will make reasonable accommodation.

No decisions to accept or reject applicants shall be made until all verifications prompted by the application form have been received. The following items will be verified by management to determine eligibility and suitability for admission to the development:

- Eligibility Information
- Annual Income
- Assets and Asset Income
- Housing Preferences; if applicable
- Landlord Reference
- Social Security Number for all persons in the household
- Information provided in Tenant credit/criminal Screening

The Director of Management and Operations will be the final judge of what constitutes adequate and credible documentation. If there is any doubt about the truthfulness or reliability of information received, alternative methods will be pursued until the Director of Management and Operations is satisfied that the documentation obtained is the best available.

Administration of the Waiting List

Waiting lists will be maintained in chronological order, based on the date and time the completed application is received by the Administration Office.

Accepting an applicant from a lower waiting list position before one in a higher position violates policy and may be regarded as being discriminatory.

If no suitable unit is available the owner will place an apparently eligible applicant on an appropriate waiting list. The waiting list shall be maintained by unit size and housing preference claim. Each apparently eligible applicant will be assigned his/her appropriate place on the waiting list based on the date and time the application is received for a suitable type and/or size of unit and in conjunction with factors affecting preference of priority as established in the development's Tenant Selection Plan.

Applicants are required to call or write Lesley Plaza every 6 months to inform the Director of Management and Operations whether they wish to remain on the waiting list. Failure to do so may result in automatic removal from the list.

A. Opening and Closing Waiting Lists

In order to maintain a balanced application pool, Lesley Plaza may, at its discretion, restrict application taking, suspend application taking, and close waiting lists in whole or in part. Lesley Plaza will also update the waiting list by removing the names of those who are no longer interested in or no longer qualify for housing.

Decisions about closing the waiting list will be based on the number of applications available for a particular size and type of unit, the number of applicants who qualify for a Federal preference, and the ability of Lesley Plaza to house an applicant in an appropriate unit within a reasonable period of time.

Generally, if the length of the waiting list is such that an applicant would not likely to be admitted for the next 12 months Lesley Plaza may advise the applicant that no additional applications are being accepted for that reason.

Closing the waiting lists, restricting intake or opening the waiting lists will be publicly announced in the same or similar manner in which Lesley Plaza advertises for rental. During the period when the waiting list is closed Lesley Plaza will not maintain a list of individuals who wish to be notified when the waiting list is reopened.

B. Removal of Applicants from the Waiting List

Lesley Plaza will not remove an applicant's name from the waiting list unless:

- The applicant requests that the name be removed;
- The applicant was clearly advised of the requirement to tell Lesley Plaza of his/her continued interest in housing every (6) six months and failed to do so;
- Lesley Plaza made a reasonable effort to contact the applicant to determine if there is continued interest in housing but has been unsuccessful;
- Lesley Plaza has notified the applicant of its intention to remove the applicant's name because the applicant no longer qualifies for assisted housing;
- The applicant has twice declined interest in an apartment available for renting without verified mitigating circumstances such as a medical reason.

Staff should be aware of the average turnover rate at the development. Suitable vacancies shall be offered to applicants first in sequence on the waiting list. Applicants should be notified as far in advance as possible that they could expect to receive a letter of interest for a unit.

As soon as a notice to vacate is received, staff will immediately contact the case worker and/or first applicant on the waiting list. The initial contact will be by telephone or mail within as soon as practical. If the applicant cannot be contacted, or does not respond by the date required by management, it will be assumed the applicant is not interested and management will contact the next applicant on the waiting list who has expressed interest.

Should the applicant decline interest, the applicant shall be given a second opportunity to declare interest in a suitable vacancy as soon as one becomes available. Should the applicant decline interest a second time, the applicant shall be removed from the waiting list unless the applicant can verify there are mitigating circumstances such as a medical reason.

Note: Applicants who can show a good reason for failing to contact Lesley Plaza within a reasonable time beyond the time originally given will be allowed to retain their position on the waiting list; i.e., applicant in the hospital, being on vacation, etc. Applicants who fail to respond in a timely manner for reasons that are related to a disability, and not the fault of the applicant, should also be reinstated; i.e., applicant requests the housing provider contact an advocate, being contacted by telephone rather than mail, etc.

An applicant shall decline interest in no more than two suitable vacancies before being removed from the waiting list. The reasonableness of the rejection will be determined by the owner and will so be documented with the applicant's application for housing. For

handicapped/disabled applicants, reasonable accommodation needs shall be reviewed and made available to the fullest extent allowed. Note: Applicants who can show that the unit was rejected for reasons that were related to a disability, and not the fault of the applicant, shall remain on the waiting list and their application will retain its original date.

C. Updating the Waiting List

It is the responsibility of the applicants to call or write to the owner every six months to confirm they are still interested in remaining on the list. They are also responsible to notify the owner of any changes of phone number and address, household characteristics, income and assets and housing preferences.

The owner may update the waiting list periodically to determine if applicants are still interested and eligible to remain on the waiting list. The owner shall, at the time of the update, obtain current applicant information on at least the following: phone number and address; household characteristics, income and assets and housing preferences, if applicable. The owner must specify a reasonable time frame in which the applicant is to respond, no longer than 15 business days. If no reply is received within the specified timeframe, or if the reply is negative, the applicant's name will be removed from the waiting list and a final letter will be sent to the last known address confirming the applicant has been removed on a specific date.

Applicant Screening Criteria

Lesley Plaza will not employ criteria that are unrelated to an applicant's ability to meet essential lease requirements. It is unlawful to make an inquiry to determine whether an applicant, a person intending to reside in the unit after it is rented or made available, or any persons associated with that person, has a handicap, or to make inquiry as to the nature or severity of a handicap of such a person.

1. Upon receipt of a completed application the applicant shall be screened considering factors that include, but are not limited to, the following:

- Demonstrated ability to pay rent and utilities on time;
- Credit references. Credit checks will be requested. However, lack of a credit history, as opposed to a poor credit history, is not sufficient justification to reject an applicant;
- Drug related or criminal activity. Inquiries may be made of each applicant 18 years of age and older to determine if there has been an arrest/convictions involving the illegal manufacture or distribution of a controlled substance and/or other arrest/convictions involving the illegal use of a controlled substance by consulting a third party;
- Criminal history record. Inquiries may be made of each applicant 18 years of age and older to determine if they are subject to a State sex offender lifetime registration requirement;
- Applicant's ability to comply with the terms of the lease.

- Housekeeping habits. Housekeeping criteria are not intended to exclude households whose housekeeping is only superficially unclean or disorderly if such conditions would not appear to affect their or others health, safety and/or welfare.
- Consideration of Extenuating/Mitigating Circumstances in the Screening Process. Owners may consider extenuating/mitigating circumstances in evaluating information obtained during the screening process to assist in determining the acceptability of an applicant.

2. The following factors will not be used when screening an applicant:

- Physical examinations: Owners may not require physical examinations or medical testing as a condition of admission. Owners may uniformly require all applicants to furnish evidence of ability to meet the obligations of tenancy but may not impose greater burdens on individuals with handicaps;
- Donations or contributions: Owners must not require a donation, contribution, or membership fee as a condition of admission. Owners may not require any payments not provided in the lease; or
- Pets for Elderly/Handicapped Units/Developments: Applicants shall not be rejected solely because the applicant has a pet.

3. The owner must either:

- accept the applicant,
AND,
a. provide housing;
b. place the applicant on the waiting list if a unit of suitable size is not available;
or,
• reject the applicant

If the owner determines the family is eligible and is otherwise acceptable, and a unit is available, the owner will assign the family a unit of appropriate size in accordance with the General Occupancy Standards.

Ensuring That Screening is Performed Consistently

Management shall apply the criteria consistently to all applicants. To ensure that all applicants are treated consistently during the screening process:

1. Only the Director of Management and Operations or his/her assistant shall conduct screening to reduce inconsistencies.
2. Use objective criteria: For example, when interviewing an applicant’s former landlord about rent payment and rental history, management shall ask fact-based questions. Avoid subjective questions that ask for opinions or do not directly relate to the tenant’s ability to meet the requirements of the lease.
3. Follow a formal, written process for collecting information. Do not take into consideration informal conversation or “gossip” about an applicant. Such information

may be discriminatory and will affect applicants inconsistently since the Owner does not collect it for all applicants.

Management shall use the following guidelines and/or consider the following factors in screening Applicants for occupancy:

Landlord References

The property management shall attempt to obtain landlord references for the applicant's housing during the last three years. A landlord reference must be positive and would include:

- Rent was paid in a timely manner.
- Applicant was in compliance with facility policies, house rules and lease.
- Property was left in an acceptable condition with any back balances paid in full.
- In the event that a landlord reference is unavailable, or if an applicant is presently residing with family members, the Landlord Verification Form will be waived.

However, the property management shall require two (2) personal reference letter from persons who are not related to the applicant such as a friend, case worker or health care professional. No additional inquiry will be made. The property management will be consistent with applying this procedure for all applicants who cannot provide a landlord reference or who currently reside with family members.

Credit History

The purpose of reviewing an applicant's credit history is to determine how well applicants meet their financial obligations. A credit check can help demonstrate whether an applicant has the ability to pay rent on time.

The property management reviews each adult applicant's credit history. The property management does not consider medical bills/expenses when reviewing credit history. Applicants will not be rejected for not having a credit history.

If no credit history is available, the property management may accept a single reference from a person who is not related to the applicant who is a licensed business owner, accredited professional or an employee of an accredited education facility. No additional inquiry will be made.

Secure Screening for Credit and Criminal Background Checks

Management will order credit and criminal background reports for each Applicant. These companies charge a fee for this service but cannot pass the fee/charge to the applicant. Review the report to determine the applicant's history of meeting financial obligations including payments for rent, utilities, loans, revolving credit cards and other obligations. Verify that no collection or outstanding balance due for rental or housing related activity such as utility payments or property management companies, or eviction.

Management may reject an applicant for a poor credit history, but must not reject an applicant for lack of a credit history. Consideration will be granted on the person's individual situation. The applicant will be given an opportunity to provide an explanation and request further consideration.

Verification Requirements

No decision to accept or reject an application shall be made until verifications keyed by the application form have been collected and any necessary follow-up Interviews have been performed.

A. Types of Verification Required

All information relative to the following items must be verified as described in these procedures:

Compliance with Tenant Selection Criteria, such as:

- Documented ability and willingness to abide by lease requirements, and, if applicable, housing program requirements;
- Previous history of tenancy; and/or
- Absence of current or history of criminal activity of any household member.

All the above information must be documented and appropriate verification forms or letters placed in the applicant or resident file.

Each file will be documented to show that Lesley Plaza attempted to obtain third-party written documentation before relying on some less acceptable form of information.

Management staff will be the final judge of the credibility of any verification submitted by an applicant. If staff considers documentation to be doubtful, it will be reviewed by the Director of Management and Operations who will make a ruling about its credibility. Staff will continue to pursue credible documentation until it is obtained or the applicant is rejected for failing to provide required documentation.

All information relative to the following items must be verified as described in these procedures:

1. Eligibility for Admissions Such as

- Income, assets, and asset income
- 62 years of age or older (Tenant or Co-Tenant)
- Household composition
- Documentation of Social Security Numbers of household members.

2. Priorities, such as

- Disabled household that needs features of handicapped/disabled unit.

3. Compliance with current or prior landlords, such as

- Positive prior landlord reference, paying rent in a timely manner
- Complying with the House Rules and Regulations.

4. Credit checks will be processed through approved credit bureaus with an approved credit rating. Exceptions include:

- Medical collections
- Proof of satisfactory dispute of credit rating.

- Applicant shows period of credit problems which have been corrected.
- Applicant has proof of repayment of debt. Proof must be a statement of satisfaction from creditor, court, or other legal proof.
- Absence of a credit file will not adversely affect the application.

All the above information must be documented and appropriate verification forms or letters will be placed in the applicant or resident file.

Only verified information that is dated within 120 days from the date of the receipt by the management staff may be used for verification or recertification. Verified information not subject to change (such as a person's date of birth) need not be re-verified.

B. Forms of Verification- Documentation required, as part of the verification process, may include:

1. Checklists completed as part of the interview process and signed by the applicant
2. Verification forms completed and signed by third parties
3. Reports of interviews
4. Letters
5. Notes of telephone conversations with reliable sources
6. Documentation provided by the household, such as Social Security Cards, Birth Certificates, or other acceptable forms as outlined in the HUD 4350.3 Handbook

At a minimum, such reports will indicate the date and time of the conversation, source of the information, name and job title of the individual contacted, and a written summary of the information received.

Management staff will be the final judge of the credibility of any verification submitted by an applicant. If the staff considers documentation to be doubtful, it will be reviewed by the Director of Management and Operations who will make a ruling about its acceptability. Management staff will continue to pursue credible documentation until it is obtained or the applicant is rejected for failing to produce it.

C. Sources of Information-Sources of information to be checked may include, but are not limited to:

1. The applicant by means of interviews
2. Present and former housing providers
3. Present and former employers
4. Credit/Criminal checks
5. Household social workers, parole officers, court records, drug treatment centers, physicians, clergy
6. Law enforcement and/or criminal databases.

D. Preferred Forms of Verification-Verifications shall be attempted in the following order:

1. Third party written
2. Copies of third party documents provided by the household (i.e. Social Security or agency printout, award letter, pay stubs, bank statements, pharmacy printouts, payment book stubs for medical insurance premium, etc.)
3. Third party oral with a record kept in the files
4. In the absence of any of the above, affidavits from the household

Each file will be documented to show that the management staff attempted to obtain third party written documentation before relying on some less acceptable form of information.

Attempted Fraud:

Any information provided by the applicant that verification proves to be untrue may be used to disqualify the applicant for admission on the basis of attempted fraud. Management considers false information about the following to be grounds for rejecting an applicant:

1. Income, assets, household composition
2. Social Security Numbers
3. Preferences and priorities
4. Allowances
5. Previous residence history or criminal history

Unintentional errors that do not cause preferential treatment will not be used as a basis to reject applicants.

Applicant Interview

At the time an appropriate unit becomes available, or sooner, the owner must interview the applicant and obtain current information about the family's circumstances. Any question that is asked of one applicant must be asked of all applicants. A final decision on eligibility cannot be made until all verifications are complete.

Owners must:

- Confirm and update all information provided on the rental application. (If the applicant is determined ineligible the owner must comply with proper procedures for rejection);
- Explain program requirements, verification procedures and penalties for false information. The penalties include eviction;
- Obtain family income and composition information needed to certify eligibility. Any changes in family income and composition since the date of application should also be obtained;
- Review the financial information on the rental application and specifically ask the applicant whether any member of the household receives the types of income or assets as listed on the application. If it seems likely that an applicant is receiving a form of income not reported on the application, ask the applicant about that source of income and document the applicant's response in the file;

- Ask the head of household, spouse, co-head(s) and household members age 18 years and over to sign verification forms, or other applicable forms, used for determining eligibility;
- Require the head of household, spouse, co-head(s) and household members age 18 years and over to give a written verification as to whether any family member did/did not dispose of any assets for less than fair market value during the two years preceding the effective date of the verification;
- Require the head of household, spouse, co-head(s) and household members age 6 years and over to disclose and document all Social Security Numbers or execute a certification when a Social Security Number has not been assigned;
- Tell the family that a final decision on eligibility cannot be made until all verifications are complete;
- Inform the family that Federal laws prohibit discrimination against individuals with handicaps.
- Inform applicants of housing for the elderly or handicapped about the rules on owning pets; and;
- Provide the household with Federal and State Data Privacy information.

Rejection Criteria

Management reserves the right to reject applicants for admission if it is determined that the applicant or any member of the household falls within any one or more of the following categories listed below in this section:

Applicants will be rejected for unacceptable credit history:

- Consistent, past-due payments of more than 90 days; collections; a history of repeated insufficient fund checks over the last 3 years; two or more checks returned for non-sufficient funds in the last year.
- Derogatory credit (repossession, foreclosures, judgments, collections, charge-offs, liens, bankruptcy not yet discharged, etc.) in an amount greater than \$1,000; including one or more outstanding judgments in excess of \$1000 within the last 3 years; each bankruptcy item or foreclosure proceeding within the past 3 years; Federal and State Tax liens within the past 3 years. Prior to the 3 year period we may request proof of payment/release on any Lien over \$1000.00 that is still on the applicant's credit history.
- Within the last 3 years delinquent or charge off debt due other apartment communities; unpaid utility company collections which would prohibit applicant from obtaining services.
- Failure to cooperate with recertification procedures.
- An applicant will be rejected if a credit report reveals that the applicant owes a prior landlord rent and/or has unpaid utility bills (The applicant has a record of chronic late, underpayment or nonpayment of rightful obligations, including rent and utilities).
 1. Owing a prior landlord rent also includes outstanding balances on subsidy payback agreements.
 2. Credit history will be reviewed to determine if there is any debt owed to a prior landlord. Applicants owing prior landlords will be rejected unless:

3. Such debt has been paid or Applicant enters in to a repayment agreement and can demonstrate current payment history of on-time payments for at least the last six months.
- An applicant will be rejected if he has a record of an eviction or “Unlawful Detainer” filing within the last 3 years (the applicant has been evicted for material non-compliance, or 'other good cause', from current or previous housing).
 - The owner/agent will also review utility payment history. If the resident has more than three late utility payments in the last year or if the resident is unable to establish utilities in the new unit, the application will be rejected.
 - Current credit score is unsatisfactory (65 or lower)
 - Default on any loan/payment agreement within the last 3 years including but not limited to
 - Default on any federal or state funded loan including student loans
 - Failure to pay child support within the last 12 months
 - Any other item(s) that appear on the credit report, which would reflect negatively on the applicant, will be reviewed and a decision will be made based on the date, source, and amount of the action.
 - NOTE: Bad credit due to medical bills is not grounds for the rejection of an application. The absence of a credit file will not adversely affect the application.

Applicants will also be rejected if:

- The household's annual gross income is greater than the “Low Income” limit established by HUD;
- Management determines that the applicant and/or household member(s) do not meet the tenant selection criteria or the criteria under which the property was developed;
- The applicant's household characteristics are not appropriate for the size or type of units that are available;
- The applicant fails to disclose and document all Social Security Numbers or execute a certification when numbers have not been assigned;
- The applicant was/is unable to fulfill obligations and comply with all terms of the previous/current Lease/Rental Agreement including failure to recertify as required, providing shelter to unauthorized persons, or other acts in violation of rules and regulations.
- The applicant has a record of disruptive behavior which adversely affects the safety or welfare of other persons through verbal assaults or physical violence, gross negligence or irresponsibility;
- The applicant has a record of destruction of property;
- The applicant has a record of poor living or housekeeping habits;
- The applicant has a history of activities that would be injurious to the reputation of the property and/or be likely to cause an increase in the rate of hazard insurance on the property;

- The applicant has a history of rent checks returned for insufficient funds over the past three years with two or more in the last year; more than two late payments of rent in a six month period.
- The applicant purposefully falsified, misrepresented or withheld information or submitted inaccurate and/or incomplete information on any application or during the interview related to eligibility, award of preference for admission, allowance, family composition or rent;
- The applicant was evicted or lost housing assistance because s/he purposefully falsified, misrepresented or withheld information or submitted inaccurate and/or incomplete information on any application or during the interview related to eligibility, award of preference for admission, allowance, family composition or rent;
- The applicant refuses to comply with housing program requirements, policies and/or procedures; i.e. failure to sign and submit relevant forms, consents, releases, etc.;
- Creating any health or safety hazard through acts of neglect and causing or permitting any damage to or misuse of premises and equipment, if the family is responsible for such hazard, damage or misuse; causing or permitting infestation, foul odors or other problems injurious to other persons' health, welfare or enjoyment of the premises; depositing garbage improperly; failing to use, in a reasonable and proper manner, all utilities, facilities, services, appliances and equipment within the dwelling unit or failing to maintain them in a clean condition; or any other conduct or neglect which could result in health or safety problems or in damage to the premises.

Applicants will be rejected for criminal activity as listed below:

1. Any conviction or adjudication other than acquittal within the last five years which involved injury to a person or property, or violent criminal activity or other criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, or the site's employees, contractors, or agents. Applicant must have successfully fulfilled terms of the sentence, including those of Probation. Activities within the last five years include, but are not limited to:
 - 2 or more offenses in the past 3 years involving Domestic Violence;
 - Passing 2 or more Bad Checks in the past 24 months;
 - 1 or more assault offenses in the past 24 months;
 - 2 or more Battery offenses in the past 3 years;
 - 1 or more offenses involving theft including Breaking & Entering in the past 3 years;
 - Conviction of felony or repeated misdemeanors within the last five years.
2. Owners must deny admission to housing for any household with a member determined to be illegally using a controlled substance including marijuana; any household in which any member is currently engaged in illegal use of drugs or for which management has reasonable cause to believe that a member's illegal use or pattern of illegal use of a drug interferes with the health, safety, and right to a peaceful enjoyment of the property by other residents.

3. Owners will terminate tenancy of any household with a member who is illegally using marijuana or other illegal drugs whose use interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
4. Any conviction or adjudication other than acquittal, for any sexual offense.
5. Any household member who is subject to a state sex offender lifetime registration requirement
6. Any conviction or adjudication other than acquittal, which involved bodily harm to a child.
7. Eviction for Drug Related Criminal Activity: If the applicant or any household member has been evicted in the last five years from federally assisted housing for drug related criminal activity, the application will be rejected. Note: The only two exceptions to this provision are as follows: (1) the evicted household member has successfully completed an approved, supervised drug rehabilitation program; or (2) circumstances leading to the eviction no longer exist (e.g., the household member no longer resides with the applicant household).
8. Alcohol Abuse: If a determination is made that the applicant or any household member's behavior, from abuse, or pattern of abuse of alcohol, interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, the application will be rejected.
9. Any conviction or adjudication other than acquittal, which involved first or second-degree murder.
10. Management reserves the right to reject any application where any applicant's act which results in the person's tenancy constituting a threat to the health or safety of other individuals, result in substantial physical damage to the property of others, or interfere with the peaceful and quiet enjoyment of the premises.

➤ Note: The term 'applicant' is inclusive of the applicant and all other household members.

Unwitting errors that do not secure an advantage with regard to program eligibility preferences, or rent will not be used as a basis to reject applicants.

Applicants may be denied particular units and placed on a waiting list if the household's characteristics are not appropriate for the size or type of units that are available at that time.

If Lesley Plaza does not place an applicant on the waiting list or immediately process the applicant for admission, Lesley Plaza must promptly notify the applicant in writing of the rejection, and explain in the notice the reasons for the rejection, AND

- that the applicant has 14 business days to respond in writing or to request a meeting to discuss the rejection.
- If the applicant is an individual with handicaps, the applicant may inform Lesley Plaza this fact and may to make reasonable accommodations in the policies or practices to enable the applicant equal opportunity.

A member of the Lesley Senior Communities staff, who did not make the initial decision to reject the applicant, must conduct any meeting with the applicant or review of the applicant's written response.

If the applicant appeals the rejection, Lesley Plaza must give the applicant a written final decision within 5 days of the response or meeting.

Lesley Plaza must keep the following materials on file for at least three years: application, initial rejection notice, any applicant reply, owner's final response, and all interview and verified information on which the owner based the rejection.

Mitigating Circumstances:

Lesley Plaza will hold a second interview with any applicant known to have a disability or handicap who cannot meet one or more of the tenant screening criteria. The purpose of this interview is to determine whether it is possible to admit the applicant through consideration of mitigating circumstances or by applying reasonable accommodation. Mitigating circumstances would be facts (that can be verified) that would overcome or outweigh information gathered in the tenant screening process.

Acceptable evidence of mitigating circumstances may include the following:

- Verification that unacceptable past behavior is either no longer in effect or otherwise controlled.
- Applicants who claim unacceptable behavior resulting from alcoholism or drug addiction must verify that they are not currently engaging in alcohol abuse or the use of illegal drugs. Current abuse is defined as use more than 120 days prior to the date of application.

During the period that the applicant is claiming no current use, the applicant's behavior in the previously unacceptable area must have shown improvement. Unimproved behavior shall be taken to construe that either the applicant's unacceptable behavior was not caused by alcohol or drug abuse, or the applicant is still engaging in alcohol or drug abuse. Lack of improvement in a previously unacceptable area shall result in a rejected application.

Lesley Plaza shall also have the right to request further information reasonably needed to verify a mitigating circumstance, even if such information is of a medically confidential nature. If the applicant refuses to provide or give access to such further information, Lesley Plaza will give no further consideration to the mitigating circumstance.

Residency Requirements

At the time of residency, applicants must pay a Security Deposit. Upon signing the lease, the applicant is agreeing to abide by the rules of the lease as well as the Apartment House Rules and Regulations which are an attachment to the lease. Resident leases are for one year and then month to month.

Length of Absence

Absence due to Illness: The maximum time a Tenant may be absent from a unit due to illness or injury is 180 consecutive days. The Tenant will be required to provide Management with an attending physician's prognosis that the Tenant will return to the unit and be able to reside in a facility that provides no daily care assistance. If the Tenant will need daily care assistance,

verification must be provided to Management that such care has been secured by the Tenant or his/her family, before returning to Lesley Terrace.

Absence for Vacation: The maximum time a Tenant may be absent from a unit for an extended vacation is 90 consecutive days in a 12 month period.

Tenants who are absent from the building must make arrangements for collection of their mail, security of their apartment, timely payment of rent, and care of any pets.

Visitors

Guests and visitors are welcome at Lesley Plaza. Guests must observe the Apartment House Rules and Regulations. If a guest will be staying overnight, resident must inform management. The maximum length for a visit is normally 14 days. Special permission must be obtained from management for a guest to remain in an apartment longer than 14 days, and the guest is required to sign a Temporary Guest Agreement.

Guests are not permitted to use the common areas unless accompanied by a resident. Guests must park on the street.

Smoke-Free Policy

The effective date of our smoke-free policy was October 1, 2003.

Due to the increased risk of fire, and the known health effects of secondhand smoke, smoking of any substance is prohibited in any apartment interior, common area or anywhere else on the property.

Lesley Plaza desires to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire and smoke; and (iv) the higher costs of fire insurance for non-smoke-free buildings.

We define Smoking to mean inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, or other smoke producing or tobacco product in any manner or in any form.

This policy applies to all tenants, guests, management, and contractors.

Charges for Facilities and Services

The owner will not collect any money from tenants at initial occupancy other than rent and the Security Deposit.

Rent Payment

All rent is due on the 1st of each month; however, the tenant is allowed up to (5) days to pay his/her rent. Management may deduct accrued, unpaid late rent from the tenant's Security Deposit at the time of move-out if permissible under state and local Laws.

NSF Checks

A \$10 fee will be levied against a resident whenever a check is returned for "Non-sufficient Funds."

Damages

Whenever damage is caused by carelessness, misuse, or neglect on the part of the tenant, household member, or visitor, the tenant is obligated to reimburse the owner for the damages within 30-days after the tenant receives a bill from the Property manager.

Management may deduct accrued, unpaid damage charges from the tenant's Security Deposit at the time of move-out, if such a deduction is permitted under state and local laws.

The tenant cannot be charged more than the actual and reasonable costs incurred by the project for repairing the damages. Receipts will accompany all transactions.

Whenever damage is caused by carelessness, misuse, or neglect on the part of the tenant, household member, or visitor, the tenant is obligated to reimburse the owner for the damages within 30 days after the tenant receives a bill from the owner.

The owner's bill is limited to actual and reasonable costs incurred by the owner for repairing the damages.

Security Deposit Requirements

A Security Deposit equal to the first month's rent is required at the time of the initial lease execution.

The amount of the Security Deposit established at move-in does not change when a tenant's rent changes.

The tenant is expected to pay the Security Deposit from his/her own resources, and/or other public or private sources.

The Security Deposit is refundable.

An applicant may be rejected if he/she does not have sufficient funds to pay the deposit.

Security Deposits provide the owner with some financial protection when a tenant moves out of the unit and fails to fulfill his/her obligations under the lease.

Security Deposit Refunds

In order to receive a refund of the Security Deposit, a tenant must provide management with a forwarding address or arrange to pick up the refund.

California State law requires that if the owner holds a Security Deposit, not less than 2 weeks before the termination of the tenancy, the owner shall notify the tenant that he/she has the right to request an initial inspection.

A tenant has the option to request an initial inspection of the unit the tenant is vacating and has the right to be present at this inspection. The initial inspection will be made prior to a final inspection after the tenant vacates the unit, and the tenant will be provided with an itemized list of potential deductions from the Security Deposit. The tenant will have the opportunity to remedy the identified deficiencies during the period following the initial inspection until the end of the tenancy.

Timeliness:

Within 21-days after the move-out date management shall either:

Refund the full Security Deposit plus accrued interest to a tenant that does not owe any amounts under the lease; or

Provide the tenant with an itemized list of any unpaid rent, damages to the unit, and an estimated cost for repair, along with a statement of the tenant's rights under State and Local laws.

If the amount the Director of Management and Operations claims is less than the Security Deposit, the unused balance must be refunded to the tenant.

If the Director of Management and Operations fails to provide the list to the tenant that the tenant is entitled to, a full refund of the tenant's Security Deposit.

If a disagreement arises concerning the reimbursement of the Security Deposit to the tenant, the tenant has the right to present objections to the Director of Management and Operations in an informal meeting. A record must be kept of any disagreements and meetings in the tenant file for a period of three years. These procedures will not preclude the tenant from exercising any rights under state and local law.

Unit Inspections

The Director of Management and Operations, representing the owner, must complete move-in and move-out inspections. In addition, the management will inspect each apartment once a year. The tenant will be informed in writing a minimum of seven days in advance of the annual inspection date. The yearly inspection schedule is listed in the Resident Handbook and is posted on the lobby bulletin board. Tenants are encouraged to be present during inspections. The purpose of an inspection is to ensure that each unit is clean, in good repair, and in decent, safe and sanitary condition. At the time of the yearly inspection, management will evaluate and approve any repair and maintenance needed.

More frequent inspections may be scheduled if it is determined the tenant is not maintaining the unit in the condition required by the Lease and House Rules. Follow-Up Inspections can take place within 14 days of a previous inspection. Unannounced inspections may be conducted on complaint of strong odors emanating from an apartment, evidence of rodent or insect infestation, appearance of water, or other cues that signal unsanitary or unsafe conditions.

Before Move-In:

Before executing a lease, the Director of Management and Operations and tenant must jointly inspect the unit. After completion of the unit inspection, the inspection form must indicate the condition of the unit. The condition of the unit must be decent, safe, sanitary and in good repair. If cleaning and repair is required, the Director of Management and Operations must specify on the inspection form the date by which the work will be completed. This date should not exceed 30-days after the effective date of the lease.

Both the Director of Management and Operations and the tenant must sign and date the inspection form. The inspection form must include the statement, "The unit is in decent, safe and sanitary condition".

The tenant has 5 days to report any additional deficiencies to the management to be noted on the move-in inspection form.

The move-in inspection form must be made part of the lease, as an attachment to the lease.

At Move-Out

All tenants or their authorized representatives are encouraged to accompany the Director of Management and Operations on the move-out inspection. This will help resolve or any disagreements regarding damages to the unit.

If no one is available and the tenant is unable to participate, management may do the inspection alone or with an accompanying staff. All keys must be turned in at the end of the move-out process.

State law requires that if the owner holds a Security Deposit, not less than 2 weeks before the termination of the tenancy the owner shall notify the tenant that he/she has the right to request an initial inspection. If the tenant demands an initial inspection and the parties cannot agree on a time for the inspection, the owner shall give at least 48 hours' notice in writing prior to the inspection. The owner must give the Tenant an itemized statement specifying repairs or cleaning that is required.

Annual Recertification Requirements

Management will conduct Annual Recertifications for all tenants based on their Move-In dates. All tenants are to be re-certified annually.

All new tenants receive their Initial Notice for an up-coming Recertification at the initial lease signing.

The 1st Reminder Notice is sent out 120 days prior to the tenants annual date. In order to be re-certified all tenants must meet with management and supply all information requested regarding his/her income and assets.

The tenant must sign consent forms, and management must obtain third-part Verification of the following items and document them in the tenant file (or document why third-party verification was unavailable

Examples of information required:

- Social Security Benefits/Pension (Income)
- Bank Accounts/Investments/Real Estate Property (Assets)

All tenants must notify the management when:

- A family member moves out of the unit.
- The family proposes to move a new member into the unit;

Owners must obtain criminal and credit screening persons proposed to be added to the household, and criminal screening for live-in aides.

Management shall process the recertification of family income and family composition within a reasonable time, which is only the amount of time needed to verify the information provided by the tenant.

Implementation of Lease Changes

A modification to the lease may only be effective at the end of a lease term. The owner must provide the tenant with the approved modifications at least 60 days prior to the end of the lease term.

Management shall include a copy of the revised lease or addendum revising the existing lease agreement. A letter shall be included stating that the tenant can either accept the modification or move, but that response is due within 30 days.

The notice must be served by:

- Sending a letter by first class mail properly stamped
- Delivering a copy of the notice to any adult person answering the door at the unit;
- If no adult answers the door, the person serving the notice may place it under or through the door, or affix it to the door.
- Service of the notice is deemed effective once the notice has been both mailed and delivered.

Implementation of House Rules Changes

House rules are listed in the lease as an attachment to the lease. Owners must give tenants written notice 30 days prior to implementing new house rules.

Tenant Selection Plan

The owner shall review/update the Tenant Selection Plan at least every other year to ensure that it reflects current operating practices, program priorities and HUD requirements. In the event changes are made to the Tenant Selection Plan, applicants will be notified by mail. Applicants will be informed of their right to request a copy of the Tenant Selection Plan. The Owner shall make copies of the Tenant Selection Plan available to the public, and residents of the complex, upon request. The Tenant Selection Plan is also posted on the website (lesleyseniorcommunities.org).

Policies for Notifying Applicants of Changes in the Tenant Selection Plan

- Management shall send to all applicants on the waiting by snail mail (U.S. postal system), a letter indicating that a change has been made in the owner's Tenant Selection Plan.
- Management shall retain copies of such notices attached to each applicant's application form/attachments.
- Waiting list applicants shall have access to copies of the Tenant Selection in the Administration Office.
- A copy of the TSP shall also be made available on the Project's website.