

property name Cedar Park Gardens

RESIDENT SCREENING & SELECTION PROCESS

Thank you for applying to live within our community. Guardian Management, LLC is an Equal Housing Opportunity provider and seeks to process all applicants in a fair and consistent manner.

BE ADVISED:

Incomplete, inaccurate or falsified information will be grounds for denial or termination of your tenancy if discovered after the tenancy commences.

- Any applicant that is a current illegal drug user, addicted to a controlled substance or has been convicted by any court of competent jurisdiction of the illegal manufacture or distribution of a controlled substance shall be denied.
- Any individual whose tenancy may constitute a direct threat to the health or safety of an individual, or whose tenancy would result in physical damage to the property of others will be denied.

PROPERTY SPECIFIC REQUIREMENTS

Please mark a box below if it is applicable to this property:

- Farm Labor Property – A household is eligible if the tenant, spouse or co-tenant is a domestic farm laborer or a retired or disabled farm laborer. A tenant, co-tenant or spouse is eligible if a substantial portion of income is derived from an agricultural source—minimum portion of income required is \$4,582.50 (in AK, ID, OR, WA); and is a citizen of the United States or legally admitted for permanent residence.
- Senior/Disabled Property – A household is eligible if the tenant, co-tenant or spouse is at least 62 years of age or older, handicap/disabled, regardless of age, as defined in section 501(b) of the Housing Act of 1949, Fair Housing Act, the Americans with Disabilities Act or section 504 of the Rehabilitation Act of 1973.

OCCUPANCY POLICY

- Occupancy is based on the number of bedrooms in an apartment. 2 persons are allowed per bedroom, plus 1 additional occupant. Maximum occupancy for studio apartments is two persons. Applicants wishing to appeal this policy may do so in writing to Fair Housing Officer, PO Box 5668, Portland, OR 97228.

PET POLICY

- Management must pre-approve all pets before the pets are allowed in any apartment or on the property. There is a maximum of two (2) pre-approved pets per household. An aquarium of 15 gallons or more or a cage will be considered one pet. A deposit of \$300 per pet will be required before the pet is allowed in any apartment or on the property. Cedar Park Gardens reserves the right to restrict pets that demonstrate aggressive, threatening, or violent behavior. Breeds that are specifically prohibited are, but are not limited to: Doberman Pinchers, German Shepherds, Pit Bulls, Rottweilers or any similar breeds/mixes.

APPLICATION PROCESS

- Each applicant will be required to qualify individually. Designate the number of bedrooms you need on the application. If you require assistance in completing the application, please contact the manager. Applicants who submit incomplete applications will be notified within 10 days of the items needed to complete a review of the eligibility for occupancy.
- Select your apartment, complete the application entirely and pay your non-refundable screening fee of \$ 50.00. Applications take approximately 5–7 days to process—longer if the application is incomplete or if information provided is difficult to verify.
- If an apartment is not available for occupancy when the application is submitted, you will be put on a waiting list. Your application will be screened and verified when an apartment becomes available.
- You will be required to pay a prorated amount for your first month's rent in advance and a security deposit equal to 1 month's basic rent. Cash payments are strongly discouraged throughout your tenancy.
- If the application is approved and you accept the available apartment, you will be required to sign a Resident Certification and a lease agreement in which you agree to abide by all the rules and regulations. You are encouraged to read the lease agreement at the time of application. You will be required to place the utilities in your name and maintain them throughout your tenancy. You will also be required to comply with all recertification and program requirements.

GENERAL REQUIREMENTS

- Applicants must be at least 16 years of age, married, emancipated or (in Oregon) under the age of 16 and (a and/or b):
 - a) pregnant and expecting the birth of a child who will live in the primary applicant's physical custody;
 - b) the parent of a child or children living in the physical custody of the person.
- To initiate the application process, two forms of identification will be required. These are: Picture identification plus another form of positive identification. Acceptable forms of picture identification include: a valid, state-issued driver's license, identification card or a passport. Acceptable forms of positive identification (other than picture ID), include: a valid Social Security number, visa or legal alien documentation. Copies of identification may be required. Information from such identification will be required to appear on the application and will be used to complete the screening process.

INCOME REQUIREMENTS

- All forms of income will be verified during the certification process. Failure to properly disclose sources of income will result in the denial of your application or termination of your tenancy if discovered after the tenancy commences.
- Adjusted annual income shall not exceed Rural Development income limits (or gross annual income for LIHTC properties—where applicable).

RENTAL REQUIREMENTS/CREDIT REQUIREMENTS

- Home ownership reflecting a positive payment history will meet the requirements for third party rental verification.
- 4 years of eviction-free rental history will be required.
- That an applicant is or is perceived to be, or has been or has been perceived to be, a victim of domestic violence, dating violence, or stalking, or has a prior eviction on his/her record due to being the victim of domestic violence is not an appropriate basis for denial of tenancy. Landlord may request that an individual certify that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse. The individual shall provide a copy of such certification within 14 days after an owner, manager, public housing agency, or assisted housing provider requests such certification. An individual may satisfy the certification requirement by providing the requesting owner, manager, public housing agency, or assisted housing provider with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, a member of the clergy, a medical professional, or any other professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking or the effects of the abuse. All information provided to an owner, manager, public housing agency, or assisted housing provider, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, shall be retained in the strictest confidence by such owner, manager, public housing agency, or assisted housing provider, and shall neither be entered into any shared database, nor provided to any related entity, except to the extent that disclosure is requested or consented to by the individual in writing or otherwise required by applicable law.
- A credit report will be obtained. When evaluating your credit report the following will be considered.
 - Bill payment history.
 - The number and type of accounts that you have.
 - Late payments.
 - Collection actions.
 - Outstanding debt.
 - Age of your accounts.

CRIMINAL CONVICTION CRITERIA

Upon receipt of the Rental Application and screening fee, Owner/Agent will conduct a search of public records to determine whether applicant or any proposed resident or occupant has a "Conviction" (which means: charges pending as of the date of the application; a conviction; a guilty plea; or no contest plea), for any of the following crimes as provided in ORS 90.303(3): drug-related crime; person crime; sex offense; crime involving financial fraud, including identity theft and forgery; or any other crime if the conduct for which applicant was convicted or is charged is of a nature that would adversely affect property of the landlord or a tenant or the health, safety or right of peaceful enjoyment of the premises of residents, the landlord or the landlord's agent. Owner/Agent will not consider a previous arrest that did not result in a Conviction or expunged records.

If applicant, or any proposed occupant, has a Conviction in their past which would disqualify them under these criteria, and desires to submit additional information to Owner/Agent along with the application so Owner/Agent can engage in an individualized assessment (described below) upon receipt of the results of the public records search and prior to a denial, applicant should do so. Otherwise, applicant may request the review process after denial as set forth below, however, see item (c) under "Criminal Conviction Review Process" below regarding holding the unit.

A single Conviction for any of the following, subject to the results of any review process, shall be grounds for denial of the Rental Application.

- a) Felonies involving: murder, manslaughter, arson, rape, kidnapping, child sex crimes, or manufacturing or distribution of a controlled substance.
- b) Felonies not listed above involving: drug-related crime; person crime; sex offense; crime involving financial fraud, including identity theft and forgery; or any other crime if the conduct for which applicant was convicted or is charged is of a nature that would adversely affect property of the landlord or a tenant or the health, safety or right of peaceful enjoyment of the premises of the residents, the landlord or the landlord's agent, where the date of disposition has occurred in the last 7 years.
- c) Misdemeanors involving: drug related crimes, person crimes, sex offenses, domestic violence, violation of a restraining order, stalking, weapons, criminal impersonation, possession of burglary tools, financial fraud crimes, where the date of disposition has occurred in the last 5 years.
- d) Misdemeanors not listed above involving: theft, criminal trespass, criminal mischief, property crimes or any other crime if the conduct for which applicant was convicted or is charged is of a nature that would adversely affect property of the landlord or a tenant or the health, safety or right of peaceful enjoyment of the premises of the residents, the landlord or the landlord's agent, where the date of disposition has occurred in the last 3 years.
- e) Conviction of any crime that requires lifetime registration as a sex offender will result in denial.

Criminal Conviction Review Process.

Owner/Agent will engage in an individualized assessment of the applicant's, or other proposed occupant's, Convictions if:

(1) Applicant has submitted supporting documentation prior to the public records search; or (2) applicant is denied based on failure to satisfy these criminal criteria and has submitted a written request along with supporting documentation.

Supporting documentation MUST include:

- Proof of employment or other income; and
- a statement from the applicant; as well as one of the following:
 - i) Letter from parole or probation officer; or
 - ii) Letter from caseworker, therapist, counselor; or
 - iii) Certifications of various treatments/rehab programs;

Owner/Agent will:

- a) Consider relevant individualized evidence of mitigating factors, which may include: the facts or circumstances surrounding the criminal conduct; the age of the convicted person at the time of the conduct; time since the criminal conduct; time since release from incarceration or completion of parole; evidence that the individual has maintained a good tenant history before and/or after the conviction or conduct; and evidence of rehabilitation efforts. Owner/Agent may request additional information and may consider whether there have been multiple Convictions as part of this process.
- b) Notify applicant of the results of Owner/Agent's review within a reasonable time after receipt of all required information.
- c) Hold the unit for which the application was received for a reasonable time under all the circumstances to complete the review unless prior to receipt of applicant's written request (if made after denial) the unit was committed to another applicant.

CO-SIGNER CRITERIA

- The co-signer must meet all other requirements as outlined in the standard residency criteria.
- If the applicant does not meet the criteria for residency in the income or credit categories, a qualified co-signer may be accepted. A co-signer may also be accepted if the applicant is to be denied for not meeting criteria in the Rental Requirements category. The only exception to this allowance is negative rental history. Negative rental history will result in a denial.

LIVE IN CARE ATTENDANT/AIDE

A qualified care attendant/aid will be subject only to criminal background search. Credit and income verifications will not apply.

DISABLED ACCESSIBILITY

- The property will make any reasonable changes to the common areas of the apartment grounds or buildings that will make those areas accessible to all residents.
- The property will pay the cost of reasonable accommodations unless it poses an undue financial or administrative burden on the property.
- If it is determined that the handicapped resident would be responsible for the cost of modifications, Guardian Management, LLC will require:
 - The applicant to seek the landlord's written approval before making modifications.
 - Reasonable assurance (in writing) that the work will be performed in a workmanlike manner.
 - Reasonable details regarding the extent of the work to be done.
 - Names of qualified contractors that will be used.
 - Appropriate building permits and the required licenses must be made available for inspection by the landlord.
 - Generally, if the applicant modifies the apartment, at the time of termination of tenancy the applicant or tenant must restore the interior of the apartment to the condition prior to the modification, ordinary wear and tear excepted. In the event such restoration will be required, the applicant or tenant would be required to pay a "restoration deposit" in an amount not to exceed the cost of restoration. Such a deposit may be paid over a reasonable period of time and will be deposited into an interest bearing account with the interest accruing to the tenant.

REJECTION POLICY

You have the right to dispute the accuracy of any information provided to the landlord by a screening service or credit reporting agency. If your application is denied due to unfavorable information received during the screening process you will be notified in writing.

- 1) Contact the community manager where you applied to obtain a copy of your screening and the reason for denial. Your credit report can be provided either by Onsite or the screening company. The screening company that processed your application is **Screeners, Inc.** Their name and the reference number for your file will be printed on the acceptance or denial letter. **Screeners, Inc., 6663 SW Beaverton Hillsdale Hwy, Box 144, Portland, OR 97225-1403.**
- 2) Contact the credit reporting agency to identify who is reporting unfavorable information.
- 3) Correct any incorrect information through the credit reporting agent as per their policy.
- 4) Request the credit reporting agency submit a corrected credit check to the appropriate screening company.
- 5) Upon receipt of the corrected and satisfactory information, your application will be evaluated again for the next available apartment.

If you are a person with a disability and would like to request a waiver of the screening criteria, you may appeal the decision within 14 calendar days by sending a letter to:

Guardian Management, LLC
Equal Housing Opportunity Manager
P.O. Box 5668
Portland, OR 97228-5668

In the letter explain the reasons you believe your application should be approved and request a review of your file. Please indicate in the letter which apartment community you have applied to. Within 5 working days of receipt, your application will be reviewed, and you will be notified of the outcome of the review. Persons with disabilities have the right to request reasonable accommodations to participate in the hearing process.

PRIVACY POLICY

We are dedicated to protecting the privacy of your personal information used to determine your eligibility. We have adopted a Privacy Policy to ensure your personal information is kept secure.

We are pledged to the letter and spirit of the U.S. policy for the achievement of equal housing opportunity throughout the nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status or national origin. TDD 1-800-735-2900

This institution is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or e-mail at program.intake@usda.gov.



property name **Cedar Park Gardens**

apt. no. _____

This agreement is between **Cedar Park Gardens** and _____

Resident(s) Unit # _____

This agreement will be in effect for the duration of the Resident's occupancy of the above Tax Credit Housing Development. The resident(s) listed above live in a dwelling operated under Section 42 of the Internal Revenue Code, a Tax Credit Housing program. As required under this program, the above resident(s) hereby agree to follow all regulations under Section 42 of the Internal Revenue Code including, but not limited to the following:

1. To provide the required information on household composition, student status, income and assets for all household members and to authorize release of such information from third party sources. Such information is required:
 - a. Prior to initial move in to determine and certify eligibility.
 - b. Resident is required to report any changes in household members including if all residents become full time students.
 - c. Each resident(s) must recertify annually. The re-certification process is initiated 120 days (90, if RD property) prior to annual certification date to ensure that all documentation may be obtained in a timely manner. Reminder notices are also sent at 90 & 60 days (60 & 30, if RD property) prior to the annual certification. You must respond and provide all documents required to complete the re-certification no less than 45 days prior to the anniversary date of the certification. Failure to cooperate in the re-certification process will result in termination of the lease agreement.

Resident Initial(s) _____

2. Resident(s) further understand that if at any time the household is composed solely of full-time students and the household does not meet the provision set forth in IRC Sec 42 (l)(3)(d), the household will no longer be eligible for the Tax Credit Housing Program and will be required to move from the complex.
3. Should it be found that the Household's income exceeded the eligibility income limit at the time of move-in, based on the household size at move-in, that the list of household members on the Tenant Income Certification did not accurately represent the household composition for the initial year of Resident's tenancy, or that Resident has otherwise provided false information in the qualification process, Resident's household may be qualified for tenancy per IRC §42. If Resident's household is shown to have been disqualified based on false or incomplete information provided by member(s) of Resident's household, Resident will comply with Owner/Agent's lawful notice request to vacate the unit and will do so at Resident's own expense.
4. Additional household members may not be added to the lease during the first 6 months of residency, if the new member affects eligibility under the LIHTC program. Exceptions may be made in the case of a Reasonable Accommodation Requests.
5. If the building has less than 100% of its units subject to the provisions of IRC Section 42, Resident understands that if his/her annual income rises above 140% of the current year's certification income limit, the household will no longer be eligible for the Tax Credit Housing Program. The unit will either be converted to market rate, or may have its rent limit exchanged with another unit in the Premises of higher set-aside, or with a market-rate unit, if available. This may increase Resident's rent over the limit associated with the unit at move-in, but not over the newly assigned limit or market rate, whichever is applicable.
6. Resident(s) understand that unit inspections may occur for company, bank, bond, and state auditing purposes. Lessor will give proper written notice as State law requires.
7. Each year the government publishes its area median gross income statistics, which are used to determine the maximum allowable rents for tax credit units. Utility allowances are also adjusted throughout the year which may result in changes to the rental rate. Management has no control over the publication dates of these allowances; however, we must implement the changes within required time frames. If the area's medium gross income or utility rates have risen or lowered we will raise rents or lower rents and serve you with a written notice consistent with both Federal and State law.

Resident Initial(s) _____**Other Affordable Programs (HUD, HCD, etc.) and/or management policies:**

8. The resident(s) understand that if the number of household members should increase or decrease so that household size is in conflict with occupancy criteria established for this apartment complex, the household will be required to move to the appropriate size unit within 30 days, of unit being available or will be required to move from the complex. If there is no appropriate size unit at the complex, resident(s) will be required to move. HUD units will only be taken to market rent.

I HAVE READ, UNDERSTAND/AND AGREE TO THE ABOVE PROVISIONS.

Resident Signature _____ Date _____

Resident Signature _____ Date _____

Resident Signature _____ Date _____

Community Associate Signature _____ Date _____