

**AFFORDABLE APPLICATION FOR  
APARTMENT HOME RENTAL**

- Each household member 18 years of age and older must sign the application.
- Incomplete applications will not be processed. To consider your application, it must reflect all income, assets, signature and date completed. All lines must be filled, you may write "None", "No" or "N/A". Do not use whiteout, if you need to make a correction, put one line through the incorrect information, write the correct information above, and initial the change.
- The property shall be occupied only by the person(s) named on this application unless prior written authorization is obtained from the Landlord.
- We will process your application according to our standard procedures which are summarized in the Tenant Selection Plan, provided to you.
- **Applicants for Federally Assisted Housing Only:**
  - A. The Social Security Number requirements do not apply to 1) Individuals aged 62 or older as of January 31, 2010, whose initial determination of eligibility was begun before January 31, 2010 2) Individuals who do not contend eligible immigration.
  - B. To remain active on the waiting list, application must be updated every twelve months. It is your responsibility to contact us whenever your address, telephone number or income situation changes, or whenever you need to add or remove a household member from your application.

**Household Information**

1	Name:	Date of Birth:	SSN/ ITIN:	Phone:
	Sex: M   F   D	E-mail:	Student Status: FT   PT   N/A	Relationship:
2	Name:	Date of Birth:	SSN/ ITIN:	Phone:
	Sex: M   F   D	E-mail:	Student Status: FT   PT   N/A	Relationship:
3	Name:	Date of Birth:	SSN/ ITIN:	Phone:
	Sex: M   F   D	E-mail:	Student Status: FT   PT   N/A	Relationship:
4	Name:	Date of Birth:	SSN/ ITIN:	Phone:
	Sex: M   F   D	E-mail:	Student Status: FT   PT   N/A	Relationship:
5	Name:	Date of Birth:	SSN/ ITIN:	Phone:
	Sex: M   F   D	E-mail:	Student Status: FT   PT   N/A	Relationship:
6	Name:	Date of Birth:	SSN/ ITIN:	Phone:
	Sex: M   F   D	E-mail:	Student Status: FT   PT   N/A	Relationship:



Applicant Name:
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**HOUSING INFORMATION: Two-year minimum housing history is mandatory**  
 Attach a supplemental sheet if necessary

<b>Present Address</b>	Street Address:		City:		County:		State:	Zip:
	From: / /		To: / /		Is this Federally Assisted Housing?		Amount of Rent, if applicable: \$	
	Landlord/Contact Name:		Landlord/Contact Phone:		Landlord/Contact Address:			
<b>Previous Address</b>	Street Address:		City:		County:		State:	Zip:
	From: / /		To: / /		Was this Federally Assisted Housing?		Amount of Rent, if applicable: \$	
	Landlord/Contact Name:		Landlord/Contact Phone:		Landlord/Contact Address:			

**INCOME INFORMATION: All Sources of Income for All Family Members**  
 You must report all income below. Attach a supplemental sheet if necessary

<b>Household Member:</b>	Source of Income:	Contact email:	
Phone Number:	Address:	Income: \$ per hr /wk /mo / yr	Start Date:
<b>Household Member:</b>	Source of Income:	Contact email:	
Phone Number:	Address:	Income: \$ per hr /wk /mo / yr	Start Date:
<b>Household Member:</b>	Source of Income:	Contact email:	
Phone Number:	Address:	Income: \$ per hr /wk /mo / yr	Start Date:
<b>Household Member:</b>	Source of Income:	Contact email:	
Phone Number:	Address:	Income: \$ per hr /wk /mo / yr	Start Date:

**ASSET INFORMATION: All Sources of Asset Information for All Family Members**  
 You must report all income below. Continues on page 3.

Household Member:	Name of Institution:	Current Balance: \$	Type of Asset:
1.			

2.			
3.			
4.			

1. What unit size are you applying for? \_\_\_\_\_
2. Do you require a handicap or accessible unit? \_\_\_\_\_
3. Do you or a household member claim disability? \_\_\_\_\_
4. Do you or anyone in your household anticipate change in household composition during the next 12 months? \_\_\_\_ If Yes, please explain: \_\_\_\_\_
5. Have you or any proposed occupant listed in this application ever been Evicted or Displaced? \_\_\_\_  
If Yes, please explain: \_\_\_\_\_
6. Are any members of your household subject to the lifetime state sex offender registration program in any state? \_\_\_\_ If Yes, please explain: \_\_\_\_\_
7. Are there any members applying for this apartment community who do not have legal immigration status? \_\_\_\_  
If Yes, how many members? \_\_\_\_\_
8. Are any members of your household a victim of domestic violence, dating violence, sexual assault or stalking, that can be verified through a third-party (i.e. a police report, restraining order, other legal forms and documentation or a completed Form HUD-5382)? \_\_\_\_\_
9. Do you have any pets? \_\_\_\_ If yes, how many? \_\_\_\_\_ Describe: \_\_\_\_\_

#### VEHICLE INFORMATION:

VEHICLE(S)/RECREATIONAL #1 (Make, Model, Color, Year): \_\_\_\_\_

License Plate: \_\_\_\_\_ State: \_\_\_\_\_

#### EMERGENCY CONTACT INFORMATION:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Alt Phone: \_\_\_\_\_

I understand that this application for an apartment is subject to acceptance or denial. I hereby state that the information set forth above is true and complete and authorize verification of the information and references given including the investigation of a professional credit check, arrest/convictions record and background check for all applicants. I understand that it is a crime to knowingly provide false information for the purpose of obtaining or maintaining occupancy and/or for the purpose of securing a lower rent in a subsidized housing development. Should any statement made above be a misrepresentation or untrue, the application will be immediately declined, and the application fee will be retained as compensation to



the agent for holding the apartment off the market. If move-in has already occurred, providing false or misleading information may result in the termination of my lease and the eviction of me and my household.

It is understood the partial security deposit received in the amount of \$\_\_\_\_, will be returned if applicant is not accepted as a resident. If accepted and the resident does not move in on the starting date given, the amount received is hereby acknowledged as liquidated damages for non-performance and will be forfeited by the resident as compensation for holding the apartment off the market. I understand I may cancel this application by written notice within 72 hours and received a full refund of security deposit. If I cancel after 72 hours, I understand I forfeit the security deposit.

Notice: under California law, applicants receiving a government rent subsidy have the option, at the applicant's discretion, of providing lawful, verifiable alternate evidence of the applicant's reasonable ability to pay tenant's portion of the rent. This includes without limitation, government benefit payments, pay records, and bank statements. If an eligible applicant elects to submit alternative evidence, we will consider this alternative evidence in lieu of obtaining the applicant's credit history.

I hereby consent to allow Landlord through its designated agent and its employees, to obtain and verify my credit information for the purpose of determining whether or not to lease an apartment to me. I understand that should I lease an apartment, Landlord and its agent shall have the continuing right to review my credit information, rental application, payment history and occupancy history for account review purposes and for improving application review methods.

\_\_\_\_\_  
HEAD OF HOUSEHOLD- PRINTED NAME

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
APPLICANT 2- PRINTED NAME

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
APPLICANT 3- PRINTED NAME

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
APPLICANT 4- PRINTED NAME

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MANAGER'S PRINTED NAME

\_\_\_\_\_  
MANAGER SIGNATURE

\_\_\_\_\_  
DATE

#### **PENALTIES FOR MISUSING THIS CONSENT:**

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD, the PHA, and any owner (or any employee of HUD, the PHA, or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willfully requests, obtains, or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages and seek other relief, as may be appropriate, against the officer or employee of HUD, the PHA, or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at 208 (a) (6), (7) and (8).

Violations of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).



Applicant Name: \_\_\_\_\_

## RECEIPT AND ITEMIZATION FOR TENANT SCREENING FEES

On \_\_\_\_\_, Landlord received \$ 45.00 from the  
(Date)

undersigned, hereinafter called "Applicant," who seeks to rent from Landlord the premises located at:

Address: \_\_\_\_\_ Unit \_\_\_\_\_ City \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_.

Payment is to be used to screen "Applicant". The amount charged is itemized as follows:

1. Actual cost of credit report, unlawful detainer (eviction) search, and/or other screening reports \$ 24.00
2. Cost to obtain, process and verify screening information (may include staff time and other soft costs) \$ 21.00
3. Total fee charged (cannot exceed the amount fixed by law) \$ 45.00

### For Landlord Use Only

Screening fees paid by: ☐ Personal Check ☐ Cashier's Check ☐ Money Order  
☐ Other: \_\_\_\_\_

\_\_\_\_\_ ☐ by \_\_\_\_\_  
Community Name Individual Signing for Landlord

Aperto Property Management, Inc. Agent for Landlord. Date: \_\_\_\_\_  
Management Co.

**Option to receive receipt by email.** Please provide your email address here:

\_\_\_\_\_  
(Applicant fill in email address, if electing email receipt)

If you do not provide a valid email address, your receipt will be provided personally or mailed to the present address listed in Part 1 of this Application.

Aperto Property Management, Inc. \* DRE Broker #02042194



Applicant Name:
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**INVESTIGATIVE CONSUMER REPORTING AGENCIES ACT DISCLOSURE**  
**(CALIFORNIA APPLICANTS ONLY)**

Please be advised that landlord intends to request an investigative consumer report regarding the Applicant's character, general reputation, personal characteristics, and mode of living.

Under Section 1786.22 of the California Civil Code, the files maintained on you by the investigative consumer agency shall be made available to you during business hours and on reasonable notice, provided you furnish proper identification, as follows:

1. You may appear at the investigative consumer reporting agency identified below.
2. You may make a written request for copies to be sent by certified mail to a specified addressee.
3. You may make a written request for a summary of the file to be provided over the telephone.

The agency may charge a fee, not to exceed the actual duplication costs, if you request a copy of your file.

The agency will provide trained personnel to explain any information furnished to you and will provide an explanation of any coded information contained in files maintained on you.

You may be accompanied by one other person of your choosing, who must furnish proper identification. The agency may require you to furnish a written statement granting permission to the agency to discuss your file in such a person's presence.

Landlord agrees to send the report to Applicant within three (3) business days of the date the report is provided to Landlord. Landlord may contract with another entity to send a copy of the report.

The Investigative Consumer Report will be conducted by:

**RentGrow Consumer Relations**  
**177 Huntington Avenue, Suite 1703 #74213**  
**Boston MA 02115**



## Screening Fee Disclosure

Landlord will require payment of a fee, which is to be used to screen Applicant. The total amount of the fee is specified on the Receipt and Itemization for Tenant Screening Fees.

As required by California Civil Code Section 1950.6, Landlord's screening process complies with the policy indicated below:

**First Qualified, First Approved.** Landlord's written screening criteria are provided together with this Application. Completed applications are considered in the order received, and the first applicant who meets Landlord's screening criteria will be made an offer to rent. Applicants are not charged a screening fee unless or until their application is actually considered. In the event Landlord inadvertently charges screening fees to multiple applicants as the result of concurrent submissions, Landlord will refund the screening fee within 7 days to any applicant whose application is not considered, except as otherwise agreed by applicant. Landlord is not required to refund a screening fee to an applicant whose application is denied, after consideration, because the applicant does not meet the landlord's established, written screening criteria.

## Equal Housing Opportunity Policy

This policy affirms the commitment to ensuring fair and equitable housing practices in accordance with all applicable local, state, and federal fair housing laws. Housing accommodations must be provided to all individuals without discrimination based on race, color, religion, age, sex, sexual orientation, gender identity, gender expression, genetic information, marital status, military or veteran status, national origin, ancestry, immigration status, familial status, source of income, disability, or status as a survivor of domestic violence, dating violence, sexual assault, stalking, human trafficking, or elder or dependent adult abuse.

## Commitment to Equal Housing

Fair housing is best achieved through leadership, education, and cooperation among landlords, property managers, and the community. To uphold these principles, Landlord agrees to the following commitments:

1. Housing opportunities will be offered to all applicants and residents equally in all aspects of rental, or leasing.
2. Rental policies, rules, and guidelines will be applied consistently and fairly to ensure equal treatment throughout a resident's tenancy.
3. Information regarding the racial, religious, or ethnic composition of a neighborhood will not be disclosed, nor will any practice that results in "steering" be engaged in.
4. All advertising and statements related to rental housing will be free from any language or implication of preference, limitation, or discrimination.

Adherence to this policy ensures compliance with fair housing laws and reinforces our commitment to providing equal housing opportunities for all individuals.



## Fallbrook Trails Resident Selection Plan

Fallbrook Trails does not discriminate against any person or household based on race, color, religion, sex, disability, familial status, national origin, ancestry, marital status, source of income, age, sexual orientation, or any other protected class status.

The Rental Criteria listed below explains the policies of this community with regard to standards that must be met by each applicant in order to be approved for residency. This community is operated under the Low-Income Housing Tax Credit (LIHTC) program of Section 42 of the Internal Revenue Code and, in addition to the criteria shown below, applicants are required to meet certain income guidelines as defined in the HUD Handbook. In addition to the LIHTC program, there may be other sources of assistance (such as Tax-Exempt Bonds, Ground Lease, Redevelopment Agency Funds, Rural Development, or Housing Authority Funds) that place additional restrictions on income and assets. This community is not a part of the Section 8 program; however, we welcome applicants with Section 8 vouchers to apply for residency. No person may be refused the right to apply for housing unless the interest list is closed.

### **Age Requirements**

All parties 18 years of age or older, all heads of household under 18 years of age and all emancipated minors are required to complete an application.

### **Identity Verification**

All applicants are required to show one of the following: a valid driver's license or government-issued photo identification to prove their identity. A Social Security or Taxpayer Identification card must be provided as proof of the number provided.


### **Credit History**


A Credit, Eviction and Criminal Record history will be obtained and evaluated






by a third-party tenant screening service. Each household will receive a score based on statistical data such as payment history, number and type of accounts, outstanding debt and age of accounts. Based on the score, the application will be accepted, declined, or accepted with conditions.

 **Accepted:** The applicant will be accepted and, upon completion of a successful criminal background check and verification of household income and assets within the limits established by our Income & Rent Schedule, may assume occupancy with the standard deposits.

 **Declined:** Application will not be accepted. Applicant will be provided with contact information for the consumer reporting agencies who provided the consumer information. In the event that applicant disputes the accuracy of information on their credit, eviction, or criminal report, it is the applicant's responsibility to contact the appropriate reporting agency and work with them to have the information corrected. If applicant is able to clear any incorrect or disputed information, applicant may re-apply for residency within ninety (90) days of the original Decline and will be reinstated to their original spot on the waiting list. After ninety (90) days, applicants wishing to apply for residency must reapply to the waiting list.

 **Accepted with Conditions:** After successful processing of criminal background and verification of household income and assets within the limits established by our Rent & Income Schedule, the applicant may assume occupancy after paying an additional deposit equal to one month's rent (this is in addition to the community's standard security deposit) in order to occupy the apartment.

**Applicants with no credit history** ("No Record Found") must provide:

- Proof of employment or other suitable source of verifiable income of at least 1.5 times the amount of rent.
- Rental history for the past 24 months.

## Criminal Background Screening

A criminal background screening will be conducted for all applicants. This screening will check criminal history and applicants will be denied based on certain felony and/or misdemeanor convictions and arrests



pending trial.

## Student Status

The LIHTC Program is designed to assist low and moderate-income applicants. It does not allow for the participation of households comprised solely of full-time students. Exceptions to this rule are as follows:

- Students receiving assistance under Title IV of the Social Security Act (AFDC/TANF/CalWORKs – **not** SSA/SSI).
- Students enrolled in a job training program under the Job Training Partnership Act or under another similar program.
- Single parent with a dependent child or children and neither the parent nor the child(ren) whom can be claimed as a dependent of another individual on their taxes.
- Married and filing (or are entitled to file) a joint tax return.
- Previously enrolled in the foster care program and aged 18-24.

## Income Verification

If the application is accepted or accepted with conditions, verification of income in an equal amount of 1.5 times the monthly rent per household will be required by one or more of the following:

- Social Security and/or SSI Benefit Statement
- Pay stubs reflecting three (3) full months of pay history.
- Award letter for public assistance
- Pension information
- Bank statement showing recurring pay deposits
- Income tax return(s)
- Verification of Employment
- Offer of Employment Letter on Employer Letterhead (only if the job start date is set in the future)
- Additional income requires proof of payment.
- If the applicant has insufficient income or no recurring source of income, applicant must: 1) provide proof of financial institution accounts greater than 3 times the rental amount for the term of the lease less any verifiable income and have acceptable (with conditions) credit, eviction, and tenancy history.



Applicant acknowledges that changing and/or starting a new job while their application is being processed may delay their approval for move in.

### Maximum Occupancy Standards

Unit Size	Maximum Occupancy
0 bedroom	2 persons
1 bedroom	3 persons
2 bedroom	5 persons

- During the first six months of the original rental term, no additional adult will be allowed to be added to the lease or become an additional occupant. All others will need prior approval from Management.

### Apartment Deposits

- A \$100 holding deposit is required following credit approval (with conditions). This is payable by money order or cashier's check only. The holding deposit is refundable if your application is denied or if you cancel your application within 72 hours.

- An apartment deposit is required at time of move-in:

Unit Size	Accepted	Accepted with Conditions
0 bedroom	800.00	800.00
1 bedroom	800.00	800.00
2 bedroom	800.00	800.00

- Payment in full for the first month's rent plus all deposits are required prior to or on the day of the move-in and must be paid by money order or cashier's check only.

### Pets

- Please refer to your community's pet policy regarding acceptance of pets.

- Assistive animals are not pets and are not subject to the above pet policy. To be classified as an assistive animal, verification that the animal is needed for the individual to have equal opportunity to use and enjoy the housing will be required.

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

1. For emergency relocation due to domestic violence. (If a tenant is an actual or imminent victim or survivor of domestic violence, dating violence, sexual assault or stalking and requests to transfer, the resident family will be given another available and safe dwelling unit on this property. To facilitate this transfer, the resident would not have to complete a new rental application). VAWA transfers will take priority over all other transfer requests including those made to accommodate a disability. Please refer to the VAWA section. A VAWA Emergency Transfer Plan is available upon request.
2. For a reasonable accommodation to a household member's disability or for a verifiable medical necessity. For example, if a resident requires a wheelchair accessible unit or additional space for medical equipment, a larger unit to accommodate a live-in aide, or any other medical reasons. Transfers that are needed due to a reasonable accommodation will have priority over non-reasonable accommodation transfers, except VAWA transfers.
3. If a non-physically disabled tenant is living in an accessible unit, and a disabled tenant or applicant needs the special physical design features of that unit, the tenant must agree to a non-accessible unit at their own expense.

When a household requests to transfer one or more lessees out of an existing household into another unit on the property, the transferring lessee will be treated as a new applicant. He/She must be of legal contract age or an emancipated minor, complete an application, and will be processed when there is an available appropriate unit size and type. As any other applicant, they must meet eligibility and qualify as a new move-in by going through the screening process for a new move-in.

Current tenants requesting a unit transfer for any other reason than the ones listed in the Transfer Policy section, may apply for another unit provided there is no



record of consistent late or unpaid rental obligations, no record of police activity, and inspection of the tenant's current unit must indicate there is no damage to the property or poor housekeeping habits resulting in health or safety hazards.

Transfer list(s) will be maintained by unit size and/or type i.e. 2BR transfer list, or wheelchair accessible unit or 2BR wheelchair accessible unit etc. Transfer list(s) will be maintained in date and time order.

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

### **Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA) and VAWA 2013/Emergency Transfer Plan**

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

VAWA ensures that victims are not denied housing and housing assistance solely because the person is a victim of a VAWA crime. However; being a





victim of a VAWA crime is not reason to change the eligibility or applicant screening requirements set forth in the Resident Selection Plan, unless such requirements interfere with protections provided under VAWA.

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

2. Form HUD-91067, Lease Addendum for VAWA, is HUD's lease addendum for VAWA provisions and is a required addendum to every lease. If it is determined that physical abuse caused by a tenant is clear and present, the law provides management the authority to bifurcate the lease, and remove, evict, or terminate housing assistance, if applicable, to that individual, while allowing the victim, who lawfully occupies the apartment, to maintain tenancy. The eviction of, or termination action against the individual, will be done in accordance with the procedures prescribed by Federal, State, and local law.

## **Emergency Transfers**

Aperto Property Management is concerned about the safety of its residents, and such concern extends to residents who are victims of domestic violence, dating violence, sexual assault, or stalking.

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

The emergency transfer plan identifies the individuals who are eligible for an



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

### **Eligibility for Emergency Transfers**

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

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

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

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

### **Emergency Transfer for Request Documentation**

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

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





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

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

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

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

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

If the landlord receives conflicting evidence that an incident of domestic violence,







dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), the landlord has the right to request that you provide third-party documentation within fourteen (14) calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, the landlord does not have to provide you with the protections contained in this notice.

### **Confidentiality**

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

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

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

The landlord cannot guarantee that a transfer request will be approved or how long it will take to process an internal transfer request. The landlord will; however; act





as quickly as possible to move a resident who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit within the same community, subject to availability and safety of the unit. Transfers for these reasons will take priority over all other transfer requests including those made to accommodate a disability.

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

### **External Emergency Transfers**

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

While Aperto Property Management Inc. may manage other communities within the area, each are (1) owned by different entities which are the actual housing providers at those communities for whom Aperto Property Management Inc. is acting agent, (2) has its own wait lists and (3) is subject to its own regulatory agreements. As such, landlord must process transfer to other communities as external transfers. The landlord is unable to give any priority for such external

transfers even if the landlord manages the property. As such external transfers will require the transferring resident to go on any pending waitlist in the same position as any other new applicant at the other property.

### **Additional Assistance**

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





resident could possibly move.

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

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

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

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

Residents who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 1-800-656-HOPE or visit the online hotline at <https://ohl.rainn.org/online/>. Residents who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>. Local resources for the county that the property operates in will be provided with the property's Emergency Transfer Plan. Victims are encouraged to seek police/legal protection from their accused perpetrator.

### **Adding Household Members**

If there is a request to add additional members to the household prior to six months of occupancy, and by doing so, will result in the household being over the maximum allowable income limit for the household change, the request will be denied.





**Automatic Denial**

Applicants will automatically be denied residency if there is falsification of any information entered on application forms.

Please sign and return with completed application.

I acknowledge receipt of a copy of this Resident Selection Criteria and understand its contents.

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Applicant Signature

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Applicant Signature

