

Resident Selection Criteria

Chinatown Community Development Center

1303 Larkin Street

Table of Contents

	Page
I. THE PURPOSE OF THE RESIDENT SELECTION CRITERIA	3
II. NONDISCRIMINATION POLICIES	3
III. BUILDING STRUCTURE.....	6
IV. APPLICATION INTAKE AND PROCESSING	8
V. WAITING LIST MANAGEMENT.....	9
VI. APPLICATION PROCESSING PROCEDURES.....	11
VII. ELIGIBILITY CRITERIA	17
VIII. OCCUPANCY GUIDELINES	18
IX. PREFERENCES.....	19
X. DISQUALIFIED APPLICATIONS	20
XI. ACCEPTANCE AND MOVE-IN OF ELIGIBLE AND QUALIFIED APPLICANTS	22
XII. UNIT TRANSFER POLICIES	23
XIII. REASONABLE ACCOMMODATION AND MODIFICATION POLICY	25
XIV. RULES OF CONDUCT	26
ATTACHMENT A:	27
ATTACHMENT B:	30
ATTACHMENT C:.....	36

CHINATOWN COMMUNITY DEVELOPMENT CENTER

Resident Selection Criteria

I. THE PURPOSE OF THE RESIDENT SELECTION CRITERIA

The purpose of this document is to establish fair, equitable, and easily understood practices for accepting and rejecting applicants for occupancy at 1303 Larkin Street. 1303 Larkin Street is an affordable housing residence located at 1303 Larkin Street, San Francisco, CA 94109 (the “Property”). The Property has sixty-eight (68) dwelling units, including sixty-seven (67) income-restricted residential rental units and one (1) unrestricted property manager’s unit. The sixty-seven (67) residential rental units include twenty (20) single room occupancy units (“SRO”), eighteen (18) one-bedroom units, and twenty-nine (29) studio units.

The Property is managed by Chinatown Community Development Center (“CCDC”). CCDC’s goal is to ensure that all applicants are screened using consistently applied fair criteria and to provide a desirable well-maintained and affordable place to live for a diverse resident population, while complying with the provisions of any federal, state, or local law prohibiting discrimination in housing.

II. NONDISCRIMINATION POLICIES

CCDC will not discriminate against any individual or family because of race, color, creed, national or ethnic origin or ancestry, religion, sex, sexual preference or orientation, gender identity, gender expression, age, disability, handicap, medical condition, military or veteran status, source of income, marital status or presence of children in a household, primary language spoken, citizenship status, immigration status, genetic information, acquired immune deficiency syndrome (AIDS) or AIDS-related conditions (ARC), or any other arbitrary basis or protected classification under applicable federal, state, or local laws. All criteria shall be applied equitably and all information considered on an applicant shall be related solely to the attributes and behavior of individual members of the household as they may affect residency. The policies and procedures established in this document are used in the selection of residents for this community. All procedures will be implemented in compliance with federal and state statutes and regulations, including but not limited to the following:

- The Fair Housing Act, as amended by the Fair Housing Act Amendments Act of 1988
- Section 504 of Rehabilitation Act of 1973
- Title VI of the Civil Rights Act of 1964
- Americans with Disabilities Act of 1990
- State of California Fair Housing Laws

The Fair Housing Act prohibits discrimination in housing and housing related transactions based on race, color, religion, sex, national origin, disability and familial status. It applies to housing, regardless of the presence of federal financial assistance. Title VI of the Civil Rights

Act of 1964 prohibits discrimination on the basis of race, color or national origin in any program or activity receiving federal financial assistance from HUD. Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of disability in any program or activity receiving federal financial assistance from HUD.

A. Section 504 Equal Access Statement

For mobility impaired persons, this document is kept in the office at each property that is managed by CCDC. It may be examined during business hours at each property. You must phone to make arrangements to examine this document. Please call 415.776.1338 and for TTY/TDD please dial 415.984.9910.

For vision impaired persons, CCDC staff will assist vision impaired persons in reviewing this document. Assistance may include, but is not limited to, 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 documents to be communicated effectively to persons with vision impairments.

For hearing impaired persons, CCDC will provide assistance in reviewing this document. Assistance may include provision of a qualified interpreter at a time convenient to both the property and the individuals with disabilities. Please call the TTY number 415.984.9910 for our number and to schedule an appointment.

Assistance to ensure equal access to this document will be provided in a confidential manner and setting. The individual with disabilities is responsible for providing his/her own transportation to and from the location where this document is kept.

If an individual with disabilities is involved, all hearings and meetings required by this document will be conducted at an accessible location with appropriate assistance provided. CCDC's Section 504 Coordinator designated to coordinate efforts to comply with Section 504, Lisette Cruise, can be reached at 615 Grant Avenue, San Francisco, CA 94108, 415-984-1450 (phone number), 711 (TTY/TDD).

B. Violence Against Women Act (VAWA)

This Property complies with the Violence Against Women Act of 1994, as reauthorized and amended by the Violence Against Women Reauthorization Act of 2013 (VAWA 2013) and the Violence Against Women Act Reauthorization Act of 2022 (VAWA 2022), and HUD's implementing regulations at 24 C.F.R. Part 5, Subpart L. VAWA protections apply to all applicants and residents regardless of sex.

An applicant shall not be denied admission on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, provided that the applicant otherwise qualifies for admission. Management will not consider an incident of domestic violence, dating violence, sexual assault, or stalking as negative rental history in evaluating an application, nor will such history be the basis for denial of assistance or occupancy.

An applicant or resident who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer to another available and safe unit in accordance with the Property's Emergency Transfer Plan. Emergency transfer requests will be processed in accordance with the Property's adopted Emergency Transfer Plan, a copy of which is available upon request from the management office.

At or before the time of admission, Management will provide each new resident with a copy of HUD Form 5380 (Notice of Occupancy Rights Under VAWA) and HUD Form 5382 (Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking). These forms are also available at the management office upon request. An applicant or resident seeking to exercise their rights under VAWA may submit a completed HUD Form 5382 or other acceptable documentation to management within fourteen (14) business days of the date of a request for documentation, unless management agrees to extend the deadline in writing.

Submission of VAWA documentation and information disclosed thereunder shall be maintained in strict confidentiality. Management shall not disclose such information to any other entity or individual, except to the extent that disclosure is (i) consented to in writing by the individual in a time-limited release, (ii) required for use in an eviction proceeding, or (iii) otherwise required by applicable law.

Nothing in this section shall be construed to limit Management's ability to terminate assistance or pursue eviction of a resident based on lease violations unrelated to the domestic violence, dating violence, sexual assault, or stalking, provided that such action is taken in accordance with applicable law and HUD requirements.

C. Privacy Policy

It is the policy of CCDC to guard the privacy of applicants as conferred by the Federal Privacy Act of 1974 and to ensure the protection of such applicants' records maintained by CCDC. Therefore, neither CCDC, nor its agents or employees shall disclose any personal information contained in its records to any person or agency unless the individual about whom information is requested shall give written consent to such disclosure. This Privacy Policy in no way limits CCDC's ability to collect such information as it may need to determine eligibility, compute rent, or determine suitability for tenancy. Consistent with the intent of Section 504 of the Rehabilitation Act of 1973, any information obtained regarding a disability or disability status will be treated in a confidential manner

All information obtained from applicants and residents will be collected and used solely for the purpose of determining eligibility, applying resident selection criteria and approved preferences, maintaining waiting lists, processing reasonable accommodation and modifications requests, and complying with all program regulations and other applicable federal, state, and local housing program requirements. Applicant and resident information will be maintained in a confidential manner and will not be disclosed except as required or permitted by law for program administration, compliance monitoring, auditing, or reporting to authorized governmental agencies, including housing oversight entities. Management will take reasonable measures to safeguard all personal information and limit access to authorized staff. Applicants and residents have the right to review their application file and

to request correction of inaccurate information in accordance with applicable program requirements.

III. BUILDING STRUCTURE

A. Building Composition

Name of Building	1303 Larkin Street
Property Address	1303 Larkin Street San Francisco, CA 94109
Sources of Government Financing for the Property	MOHCD ENP loan; MOHCD Preservation and Seismic Safety Program (PASS) loan; HCD Loan Portfolio Restructuring (LPR); Federal Tax Credits 4%
Length of time units are restricted and AMI restriction levels	CTCAC: All 67 units will be restricted at 40% AMI until the compliance period ends (55 years). HCD LPR: 46 units will be restricted at Assisted Very-Low Income (35% AMI) and 21 Units at Assisted Lower Income (60% AMI); 55-year agreement (the later of (a) the fifty-seventh (57th) anniversary of the date of recordation of this Agreement, or (b) the fifty fifth (55th) anniversary of the date on which construction financing for this property is paid off or converted into permanent financing). MOHCD: Income limit for all households is 60% AMI. Maximum rent plus utility allowance shall not exceed 30% of 60% of AMI (8/27/2048). MOHCD HOME: 12 High HOME units will be restricted at 65% AMI, as established by HUD; 3 Low HOME units at 50% AMI, as established by HUD.

The following developer contact information for is for internal use only.

Name of Developer	Chinatown Community Development Center ("CCDC")
Developer Address	615 Grant Avenue, San Francisco, CA 94108
Developer Phone	415-984-1450
Developer Email	leasing@chinatowncdc.org

Total # Units in Building (including affordable)	68
Number of Residential Floors in the Building	4
Manager's Unit	1
Total # affordable units in Building	67

B. Unit Mix - Detailed Description of Affordable Units by Bedroom Size

Refer to Rent Levels Set by MOHCD for Table Below.

Type	BR	BA	Sq. Ft (net average)	# of Units: Mobility/ Visually Impaired /Hearing Impaired	Net Rent	% AMI	Max. Household Income Allowed	Min. Monthly Household Income Required
SRO*	0	0	190	14 units (2 mobility)	\$650	HCD 35%	1 person – \$59,010 2 persons - \$67,445	\$1,300
SRO*	0	1	257	2 units	\$750	HCD 35%	1 person – \$59,010 2 persons - \$67,445	\$1,500
SRO*	0	0	185	4 units	\$650	TCAC 40%	1 person – \$67,440 2 persons - \$77,080	\$1,300
Studio	0	1	321	25 units (11 mobility, 1 hearing/visual)	n/a	HCD 35%	1 person – \$59,010 2 persons - \$67,445	n/a
Studio	0	1	365	4 units	n/a	TCAC 40%	1 person – \$67,440 2 persons - \$77,080	n/a
1BR	1	1	522	5 units (3 mobility)	n/a	HCD 35%	1 person – \$59,010 2 persons - \$67,445 3 persons - \$75,880	n/a
1BR	1	1	509	13 units (1 mobility, 2 hearing/visual)	n/a	TCAC 40%	1 person – \$67,440 2 persons - \$77,080 3 persons – \$86,720	n/a

***These are the non-subsidized units and will go through the DAHLIA waitlist.**

The above table reflects the most restrictive applicable income limits for purposes of applicant eligibility. The Property contains sixty-seven (67) income-restricted residential rental units and one (1) unrestricted manager's unit. The HCD LPR restrictions apply to forty-seven (46) Assisted Very-Low Income units and twenty (21) Assisted Lower Income units. The TCAC restrictions apply to all sixty-seven (67) income-restricted residential rental units at 40% AMI. The MOHCD restrictions apply a 60% AMI income limit to all affordable households. Because certain units are subject to multiple restrictions, applicant eligibility will be determined using the most restrictive applicable income and rent limits for the unit.

C. Affirmative Fair Housing Marketing

The Property will be marketed in accordance with Fair Housing laws and all applicable programs, HUD, state, and local requirements to ensure equal access to housing to all eligible households. Pursuant to applicable program regulations, all publications, outreach flyers and media advertisement shall display the Equal Housing Opportunity logo or the words "Equal Housing Opportunity" and provide accessibility information concerning location of services, activities, and facilities. 1303 Larkin Street affirmatively markets to groups least likely to apply for housing. Advertisement materials will include the Equal Housing Opportunity logo or statement and will be distributed through a variety of methods, which may include online listings, community-based organizations, housing referral agencies, the San Francisco Housing portal, DAHLIA, other public postings at CCDC's central office, lease up office at 1303 Larkin Street, and other buildings managed by CCDC. For the initial rent up, ads will also appear in publications and websites. Reasonable accommodations and modifications will be provided for persons with disabilities.

IV. APPLICATION INTAKE AND PROCESSING

It is CCDC's policy to accept and process applications in accordance with all applicable program requirements and regulations. Management will perform marketing activities in accordance with its affirmative marketing plan. Initial applications for the twenty (20) SRO units must be submitted through DAHLIA, the San Francisco Housing Portal. Applicants selected for post-lottery processing will be required to complete CCDC's post-lottery rental application and provide supporting documentation. Applicants for PBV-assisted studio and one-bedroom units will be referred through the San Francisco Housing Authority and will complete any post-referral application materials required by CCDC, SFHA, or applicable program requirements. CCDC does not provide initial lottery applications for the SRO units or initial applications for PBV-assisted units outside the applicable DAHLIA or SFHA referral process. Only fully completed applications and required post-lottery or post-referral materials will be accepted. All members of the household must be listed on the application.

It is not required that applications be completed in the presence of staff. Staff will provide assistance in completing application if an applicant is disabled and requests a reasonable accommodation.

All applications that are received will be date and time stamped and placed onto the waiting list in lottery order.

V. WAITING LIST MANAGEMENT

For the 20 SRO (non-PBV units), CCDC will maintain and manage a DAHLIA waiting list. For all other units, the waiting list is maintained and managed by the San Francisco Housing Authority (SFHA).

It is the policy of 1303 Larkin Street to accept referrals and/or administer waiting lists as required by all of the handbooks and regulations of the regulatory agencies involved in the financing of this Property.

A. DAHLIA Waiting List

The waiting list will be updated annually to keep applicant information current and to remove any applicants who wish to be removed or no longer qualify for admission to the Property.

A letter or email will be sent to each applicant once a year to verify whether the applicant wishes to remain on the waiting list and to request the applicant to update any outdated information. Confirmation must be sent to the Property in the form of a letter, email, or phone call within 5 calendar days of the letter's postmark date. Upon request, assistance will be provided to any applicant households with disabilities or limited English proficiency unable to meet this deadline.

When applicants notify the Property of any changes in household composition, income, assets, Social Security, etc., the waiting list information will be updated, and a determination will be made as to whether or not the household needs a different unit size or type. The household will keep its original application date and place on the waiting list in the event of such a change.

The DAHLIA waiting list will list applicants in lottery rank order and indicate the household occupancy, and the income as stated on the application and the income level of the unit requested. It will also include information regarding whether an applicant requires the special design features of an accessible apartment.

B. Maintaining the Waiting List

The Property Manager at 1303 Larkin Street will maintain the DAHLIA Waiting List for SRO units while also maintaining a separate referral list for applicants from the SFHA Waiting List for PBV-assisted units.

C. Opening and Closing the DAHLIA Waiting List

In order to maintain a sufficient number of applicants on the DAHLIA waiting list, CCDC staff will update the DAHLIA waiting list at least annually by removing the names of those who are no longer interested in or no longer qualify for housing. DAHLIA waiting list management will be done in accordance with the following MOHCD marketing procedures:

1. CCDC will submit a complete marketing plan to MOHCD at least forty-five (45) calendar days prior to accepting lottery applications through DAHLIA. Notices will be sent to non-profit organizations/low-income housing advocacy organizations and other agencies serving low-income households.

2. Applicants can apply online to active listings through DAHLIA at <https://housing.sfgov.org>. Applications must be submitted by 5pm on the date of the deadline. Applications submitted after the deadline will not be accepted.

3. Applications submitted by the application deadline will be entered into the lottery. Incomplete or duplicate applications will not be entered into the lottery. Applicants shall be invited to attend the virtual lottery but attendance is not mandatory.

4. Lottery will be held in a public accessible location. A representative of MOHCD will conduct the lottery along with a CCDC representative. MOHCD employs a computer program to generate a random lottery rank for every complete application submitted by the deadline. MOHCD and CCDC will publish the final lottery list no later than seven (7) calendar days after the date on which the lottery is held.

D. Canceling Applications on the DAHLIA Waiting List

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

1. The applicant requested in writing that his/her name be removed.
2. The applicant was clearly informed in writing of the requirement to advise the Property of his/her continued interest in housing by a particular date and failed to do so, even after being provided with reasonable accommodations in the event of a disability.
3. CCDC attempted to contact the applicant in writing, but the letter was returned by the U.S. Postal Service as undeliverable.
4. CCDC has notified the applicant, in writing, of its intention to remove the applicant's name because the applicant no longer qualifies for housing at the Property.
5. The applicant refused two offers of units for other than disability related or VAWA related reasons.
6. The applicant accepted an offer of a unit but failed to move in on time without providing notice.
7. The applicant household failed to provide Social Security Number documentation.
8. Staff notified the applicant with a DAHLIA waiting list cancellation letter sent by regular mail and/or email of its intention to disqualify the applicant's name because the applicant no longer qualifies for assisted housing or staff has had no response from the applicant.

Applicants are notified via letter or email regarding removal from the waiting list and their ability to reapply, if the DAHLIA waiting list is open. Applicants are also informed that in that circumstance, they would lose their original place on the DAHLIA waiting list as the old waiting list is retired. Any applicant name removed from the waiting list will be documented with the date and time of the removal. If an applicant is removed from the waiting list, and CCDC later learns the applicant was removed in error, or the applicant did not respond to information or updates because of a disability, the applicant must be reinstated at the original place on the waiting list.

VI. APPLICATION PROCESSING PROCEDURES

A. Application/Selection Process and Timeline

As the applicant approaches the top of the waiting list, CCDC will interview the applicant, along with appropriate family members. Applicants who have been selected for post-lottery or post-referral processing and called for interviews shall complete CCDC's rental application, as applicable, and provide all required supporting documentation (please see Attachment B for sample application). This application is used to verify eligibility and does not replace the requirement that initial SRO applications be submitted through DAHLIA or that PBV-assisted applicants be referred through SFHA. Providing false, inaccurate, or incomplete information may disqualify a prospective resident. Intentionally providing false information on any part of the application is considered fraud and may result in failure of the applicant to obtain a CCDC unit. If discovered after an applicant becomes a resident, this may be grounds for eviction. Applications should be completed in entirety to the best knowledge of the applicant. If an applicant is unaware or chooses not to disclose information, they may provide a response of 'N/A' as informed on the Application for Housing. Applicants with disabilities may request reasonable accommodations pursuant to the procedures outlined in this document.

Valid government agency issued identification with a photo will be required for all adult applicants such as a driver license, state-issued identification, passport, or any other government-issued photo identification. A photocopy may be kept on file. Examples of unacceptable identification include, but are not limited to: MUNI cards, check-cashing identification, and other privately-issued identification.

Applications must include a date of birth for all applicants to be considered complete. The Head of Household, the spouse, and/or co-head and all other adults (18 and older) in each applicant family must sign an Authorization for Release of Information to allow CCDC to make inquiries and/or verifications relating to selection screening criteria, including but not limited to a criminal background check, rental history, employment verification, and bank/asset verification.

1. Process and Timeline

An initial interview is required to assess each applicant's minimum eligibility requirements for housing units. All applicants shall be offered the opportunity for an interview in lottery rank order. If after the initial interview, CCDC is planning to issue a disqualification, CCDC will consider offering a second interview to resolve issues and inconsistencies, gather additional information and assist as much as possible with a determination on whether to admit the applicant.

All information provided will be kept confidential and be used only by CCDC, the referring agency such as Department of Homelessness and the funding agency for the purpose of assisting and evaluating the applicant in the admission process. All applicant information will be retained for twelve (12) months after the final applicant interview.

If delays occur or are likely to occur in the application and screening process or the process exceeds CCDC's normal timeline for application and screening, CCDC will immediately inform the referring agency, the funding agency, and the applicant of the status of the application. In addition, it will include the reason for the delay and the anticipated time it will take to complete the application process.

If at any point CCDC has difficulty reaching or getting a response from the applicant or the referring agency, CCDC will immediately contact the applicant's alternate contact.

2. Interview

All applicants must have an in-person interview with CCDC staff, during which CCDC will explain the Resident Selection Criteria. Applicants with disabilities may request a reasonable accommodation for an alternative interview format. All adults who will live in a unit must attend the interview; and all household members may be asked to sign forms that will be sent out to verify the information provided on the application prior to any offer to rent a unit.

If the applicant is abusive, blatantly disrespectful, disruptive, or otherwise exhibits behaviors that would indicate the resident may pose a significant threat/danger to himself/herself, other residents, or property during the interview, the housing application will be denied.

B. Determination of Applicant Qualification

CCDC may process multiple applicants per vacant unit to avoid delays and property vacancies. Applicants will be given the same number of days to provide all documentation in order to verify eligibility, absent approved requests for reasonable accommodations. Applicants must pass a resident selection screening which includes a third-party verification of income and assets in order to move into a unit.

C. Determination of Applicant Eligibility

All applicants must meet all eligibility and admission requirements before an available unit is offered.

1. Rental History

Each applicant household must satisfy the Property's rental history requirements as set forth below.

- a. **Length of Verification.** Management will verify a maximum of two (2) years of rental history for each applicant in accordance with Low Income Housing Tax Credit (LIHTC) program requirements. Where an applicant cannot provide two years of documented rental history, the applicant may substitute with a personal or professional references. Management will notify applicants of this option at the time of application.
 - i. Current and previous landlords within the past two (2) years will be contacted for information regarding the applicant's housing history.

- ii. Landlord inquiries will be limited to: (i) non-payment of rent; and (ii) non-compliance with lease requirements.
- b. **Method of Verification.** Rental history will be verified through a review of documents or other rental history information provided by the applicant. Management will not conduct home visits to an applicant's current residence for purposes of qualifying or disqualifying any applicant.
- c. **Grounds for Disqualification Based on Rental History.** Any of the following findings in an applicant's rental history report may result in disqualification:
 - i. Illegal use of a controlled substance by the applicant or any member of the applicant's household within the past six (6) months;
 - ii. Abuse of alcohol by the applicant or any member of the applicant's household that resulted in abusive or violent behavior on the Property, or that interfered with the health, safety, or right to peaceful enjoyment of the Property by other residents or staff; or
 - iii. Violation of lease or house rules pertaining to cleanliness of the unit or common areas, or refusal to comply with pest control requirements.

2. Eviction Screening

- a. **Disqualifying Eviction History.** An applicant may be disqualified based on the following eviction history:
 - i. One (1) eviction within the past three (3) years; or
 - ii. Two (2) evictions within the past five (5) years.
- b. **Non-Payment Evictions — Verified Payee.** Applicants with prior evictions based solely on non-payment of rent will not be automatically disqualified where the applicant has a verified payee in place to assist with timely rent payment.
- c. **Opportunity to Present Mitigating Factors.** Prior to issuing a disqualification based on a prior eviction judgment for non-payment of rent or lease/behavioral violations, Management will provide the applicant with five (5) calendar days to submit a statement with mitigating factors for consideration. Examples of mitigating factors include, but are not limited to:
 - i. Relocation from or escape of a domestic violence situation, or exclusion of an abuser from the household;
 - ii. Insufficient or interrupted income in a non-subsidized housing setting;
 - iii. Successful enrollment in money management or representative payee services following a non-payment eviction; or
 - iv. Other circumstances unlikely to recur in a subsidized housing environment, particularly where on-site supportive services are available.

d. **No-Fault Evictions.** No-fault evictions shall not constitute grounds for disqualification. No-fault evictions include, but are not limited to:

- i. Non-renewal of lease by the landlord;
- ii. Termination of tenancy for purposes of repair or rehabilitation;
- iii. Termination for the convenience of the landlord;
- iv. Owner move-in evictions; and
- v. Ellis Act evictions.

3. Credit Review

- a. Credit review is limited to asset verification for tax credit eligibility purposes.
- b. Applications will not be denied on the basis of credit score or personal payment history.
- c. Credit reports may be used to cross-reference rental history, income, or other required eligibility factors.

4. Criminal History

- a. **Policy Statement.** CCDC is committed to complying with the San Francisco Fair Chance Ordinance (FCO) and all applicable fair housing laws. CCDC shall not discriminate against any applicant or resident on the basis of arrest or conviction history except as expressly permitted by applicable law and as set forth in this policy.

This policy governs CCDC's consideration of criminal history information in connection with applications for affordable housing, including initial screening, background checks, and admission decisions.

- b. **Prohibitions.** CCDC shall adhere to the following prohibitions:

- i. CCDC shall not inquire about criminal history on rental application forms or at any point during the initial application process.
- ii. CCDC shall not request or review criminal background information until the applicant has been determined eligible based on all non-criminal eligibility criteria.
- iii. CCDC shall not deny housing based on arrest records that did not result in a conviction.
- iv. CCDC shall not apply blanket bans or categorical exclusions based on criminal history.

- c. **Pre-Screening Procedure.** Before requesting a criminal background check, CCDC shall:

- i. Confirm that the applicant meets all other eligibility requirements for the housing; and
 - ii. Provide the applicant with written notice of their rights under the San Francisco Fair Chance Ordinance.
- d. **Individualized Assessment.** Where criminal history information is reviewed, CCDC shall conduct an individualized assessment for each applicant. Only convictions that are directly related to a legitimate housing interest, such as resident safety or property security may be considered. "Directly related" means there is a demonstrable and specific connection between the underlying conduct and the identified housing interest.
- e. **Information That Shall Not Be Considered.** CCDC shall not consider any of the following in connection with a housing decision:
 - i. Arrests that did not result in a conviction;
 - ii. Participation in a diversion or deferral program;
 - iii. Convictions that have been expunged, sealed, dismissed, invalidated, or are otherwise inoperative;
 - iv. Juvenile records;
 - v. Convictions occurring more than seven (7) years prior to the date of application; and
 - vi. Infractions.
- f. **Pre-Denial Process.** If CCDC intends to deny an application based in whole or in part on criminal history information, CCDC will:
 - i. Provide the applicant with a copy of the criminal background report;
 - ii. Identify the specific conviction forming the basis for the potential denial; and
 - iii. Provide the applicant with a minimum of fourteen (14) calendar days to respond before issuing a final determination.

During the response period, CCDC will accept and consider any information submitted by the applicant, including:

- i. Evidence of errors or inaccuracies in the criminal background report;
- ii. Evidence of rehabilitation, including completion of parole or probation, participation in education, job training, or vocational programs, participation in substance use treatment or recovery programs, letters of support or recommendation, or the applicant's age at the time of the conviction; and

- iii. Mitigating circumstances, including evidence of physical or emotional abuse, coercion, duress, untreated trauma, or a disability-related connection to the offense.

CCDC will consider all timely submitted information prior to issuing a final decision. After completing the individualized assessment and reviewing all applicant submissions, CCDC will issue a final written determination. No denial based on criminal history shall be issued without full compliance with this policy.

g. **Mandatory Denials — HUD-Assisted Housing.** Notwithstanding the individualized assessment process described above, CCDC is required by HUD regulations to deny admission where the applicant:

- i. Has been evicted from federally assisted housing within the past three (3) years for drug-related criminal activity (24 C.F.R. §§ 960.204(a)(1), 982.553(a)(1)(i));
- ii. Is currently engaged in the illegal use of drugs, or where such use would reasonably constitute a threat to the safety of other individuals on the Property (24 C.F.R. §§ 960.204(a)(2), 982.553(a)(1)(ii)(A)-(B));
- iii. Has been convicted of the manufacture of methamphetamine on the Property of federally assisted housing (24 C.F.R. §§ 960.204(a)(3), 982.553(a)(1)(ii)(C));
- iv. Is subject to a lifetime registration requirement under a state sex offender registration program (24 C.F.R. §§ 960.204(a)(4), 982.553(a)(2)(i)); or
- v. Has a history of alcohol abuse that CCDC reasonably believes poses a threat to the health, safety, or right to peaceful enjoyment of the Property by other residents (24 C.F.R. §§ 960.204(b), 982.553(a)(2)(ii)(C)(3)).

h. **Additional Grounds for Disqualification.** Criminal history will not result in automatic denial except where denial is mandatory under applicable federal housing regulations. For all other criminal history information that may lawfully be considered, Management will conduct an individualized assessment to determine whether the specific conduct is directly related to a legitimate housing interest and whether mitigating information supports admission. A criminal background report reflecting a history of convictions for burglary, robbery, vandalism, crimes of violence, or other crimes against persons or property within the past five (5) years may constitute an independent basis for disqualification following an individualized assessment.

i. **Consistent Application.** CCDC will apply this policy consistently to all applicants and will maintain documentation sufficient to demonstrate compliance with the San Francisco Fair Chance Ordinance and all applicable fair housing laws.

VII. ELIGIBILITY CRITERIA

1. Applicant's household must meet the Property's occupancy standards for household size. Unit size for household shall be determined in accordance with the occupancy standards described below.
2. Applicants must be income-eligible in accordance with the regulations of the Property's funding sources, such as the Low Income Housing Tax Credit Program (LIHTC), federally funded programs of Housing and Urban Development (HUD), the city of San Francisco's Mayor's Office of Housing and Community Development (MOHCD), and/or other Funder Regulatory Agreements in place for the Property.
 - a. All income and assets will be verified by CCDC. Verification documents include but are not limited to, verification form completed by employer, verification form completed by a financial institution, three (3) months consecutive paychecks, six (6) months consecutive bank statements, and/or a letter from Social Security and/or Public Assistance.
3. Applicants must commit to use the unit as their principal place of residence, pursuant to HUD's general eligibility requirements (24 CFR, Part 5), City and County of San Francisco Mayor's Office of Housing and Community Development, IRC §142(d)(1). Principal place of residence is generally defined as use of the property only as a private dwelling for himself/herself and the individuals listed on the Lease. Staff will ask the applicants if they will maintain any other residences during the period of their lease.
4. Commitment to participate in rental restrictions and compliance recertification.
5. Households in which ALL members are full-time students are NOT eligible, except under the following circumstances (which must be verified) and where the household meets all other eligibility criteria:
 - a. Receiving assistance under Title IV of the Social Security Act (AFDC/TANF/Cal Works – not SSA/SSI)
 - b. Enrolled in a job-training program receiving assistance through the Job Training Participation Act (JTPA) or another similar program
 - c. Married and filing (or entitled to file) a joint tax return
 - d. Single parent with a dependent child or children and neither you nor your child(ren) is dependent of another individual
 - e. Previously enrolled in the Foster Care program (18-24)

A. Minimum and Maximum Income Limits

The applicant household income requirements are unique to each unit. The Area Median Income (AMI) is published by the U.S. Department of Housing and Urban Development ("HUD") and posted by MOHCD on an annual basis. The current HUD income limits for San Francisco can be found [here](#).

In order for applicants to be eligible for a unit, their gross annual income cannot exceed the maximum applicable income limits for the unit.

Households must earn no more than the income levels listed below:

Household Size	1 Person	2 Persons	3 Persons
HCD 35% AMI Maximum Income	\$59,010	\$67,445	\$75,880
TCAC 40% AMI Maximum Income	\$67,440	\$77,080	\$86,720

All applications received will be processed to ensure that potential residents meet the household income criteria as published by MOHCD and the Property's resident selection policy. Applicants whose income is below or above the standard set in the Resident Selection Criteria will be rejected.

Monthly income¹ must be at least two times the monthly rent. This requirement applies only to the portion of rent that the applicant household is responsible for paying. If an applicant will use a lawful rental subsidy, voucher, or other third-party rental assistance, the minimum income standard will be applied only to the applicant's tenant-paid portion of rent, consistent with applicable source-of-income discrimination laws and program requirements.

Unit Type	Minimum Income	Rent
SRO without private bath	\$1,300	\$650
SRO with private bath	\$1,500	\$750

Income and assets will be determined in accordance with the procedures and guidelines as described in the most recent California Tax Credit Allocation Committee Compliance Manual found [here](#).

VIII. OCCUPANCY GUIDELINES

The following guidelines are set with regard to number of occupants per dwelling unit. These guidelines are set to avoid overcrowding or underutilization of limited affordable housing opportunities.

Units will be occupied in accordance with the following standards:

Unit Size	Minimum	Maximum
SRO	1	Up to 2*
Studio	1	2
1 Bedroom	1	3
* Depends on square footage – if unit is over 120 square feet, 2 occupants allowed		

¹ The minimum income requirement does not apply to studios and one-bedroom units. These are PBV assisted units, and applicants for these units come from referrals from the San Francisco Housing Authority.

When determining the size of the apartment for which the household qualifies, staff must include the following individuals who are not living in the unit:

1. Children temporarily absent due to placement in a foster home;
2. Children in joint custody arrangements who are present in the household 50% or more of the time;
3. Children who are away at school but who live with the family during school recesses;
4. Unborn children of pregnant women; and
5. Family members in the hospital or rehabilitation facility for limited periods or fixed duration.

Maximum occupancy standards do not include children under the age of six (6) unless otherwise required by HUD or other applicable program regulations. All household members are included to determine maximum income limit.

Units with special accessibility or adaptive design features are reserved for households that include a person with a disability whose disability-related needs require those features. Such units will be offered to qualified applicants with disabilities requiring accessibility features before being made available to any other applicant.

In the event that an accessible unit is vacant and no applicant with a qualifying disability-related need for the unit's features is available for occupancy, staff may house a non-disabled applicant in the unit on a temporary basis. As a condition of such placement, the applicant must execute an Accessible Unit Transfer Addendum acknowledging that:

- (i) the unit is designated as an accessible unit;
- (ii) the tenancy is subject to transfer upon Management's request; and
- (iii) the resident will transfer to a comparable non-accessible unit when one becomes available, at the resident's expense.

IX. PREFERENCES

The Senior Household Preference (priority) applies to this Property as required by applicable regulatory agreements. A "Senior Household" means a household in which at least one household member is 62 years of age or older. For the 20 SRO units marketed through DAHLIA, the preference will be implemented through the DAHLIA lottery process as described below. For PBV-assisted units, applicants will be referred through SFHA's process, and the Senior Household Preference will be applied in coordination with SFHA and applicable PBV requirements.

For the DAHLIA units, households that include a United States Military Veteran will receive priority within each of the preference categories described below ("Veteran's Priority"). Within each preference pool, households qualifying for Veteran's Priority will be ranked above non-veteran households in that same pool.

If an applicant claims a preference, they must provide documentation supporting that preference or the application will be included in the general lottery pool. Any preference claim found to be false may result in disqualification.

A. DAHLIA Lottery

This Property is subject to a preference for Senior Households. To implement this preference within the current functionality and limitations of the DAHLIA San Francisco Housing Portal, the lottery for the applicable units will be restricted to Senior Households. Applicants who qualify will be ranked in the following preference order, with Veteran's Preference applied within each category:

- a. **Certificate of Preference (COP).** Households in which one member holds a Certificate of Preference issued by the former San Francisco Redevelopment Agency will be given the highest preference in the lottery ranking process. More information about the COP Program can be found at: <https://www.sf.gov/learn-about-certificate-preference-cop>.
- b. **Displaced Tenant Housing Preference (DTHP).** Households in which one member holds a Displaced Tenant Housing Preference Certificate issued by the Mayor's Office of Housing and Community Development will be given the second highest preference in the lottery ranking process, for up to twenty percent (20%) of the total lottery units in this Property. DTHP certificate holders will also be included in the Live or Work in San Francisco preference regardless of their current live/work location. More information on DTHP can be found at <https://www.sf.gov/learn-about-displaced-tenant-housing-preference-dthp>.
- c. **Live or Work in San Francisco.** Households that submit acceptable documentation that at least one member currently lives in or works at least seventy-five percent (75%) of their working hours in the City and County of San Francisco will be given the third highest preference in the lottery ranking process.
- d. **General Pool.** All other qualified applicants who meet the senior household preference but do not qualify for any of the above preferences will be considered in the general pool.

B. DAHLIA Lottery Results

No later than seven (7) days after the date on which the lottery is held, MOHCD will publish the final lottery list, including the lottery rank assigned to each applicant ticket number and the resulting rank for each preference pool. Lottery results will be posted on DAHLIA and will not include the names of applicants, only application ticket numbers.

X. DISQUALIFIED APPLICATIONS

A. Ineligibility

Applicants may be deemed ineligible for the following reasons:

1. Failure to present all adult members of the applicants' household at the scheduled interview(s) and/or provide all documentation required by the selection process.

2. Failure of any household member to behave in an orderly, non-violent, non-combative manner during an interview or while on the Property.
3. Falsification of any information provided on an application.
4. Disqualifying rental history or criminal history, only after application of the standards, notices, individualized assessment, and appeal procedures described in this Resident Selection Criteria.
5. Household income exceeds the set maximum income limits.
6. Household income does not meet the minimum income limits.
7. Household size does not fit the occupancy standard.
8. Failure to provide requested information and proof of income and assets.
9. Failure to disclose Social Security numbers or Individual Taxpayer Identification Number, provide required documentation, or execute a certification.

B. Appeal Process

If an applicant household is deemed ineligible for occupancy, they will be notified in writing of the determination the reasons for the determination, and their right to appeal the determination. The Notice of Disqualification will:

1. List the reasons for the disqualification, including the particular conviction or convictions that led to the decision in cases where past criminal convictions were a reason for disqualification;
2. Explain how the applicant can request an in-person appeal to contest the decision;
3. State that an applicant with a disability is entitled to request a reasonable accommodation to participate in the appeal;
4. Inform the applicant that he or she is entitled to bring an advocate or attorney to the in-person appeal;
5. Provide referral information for local legal services and housing rights organizations; and
6. Describe the evidence that the applicant can present at the appeal;
7. If an applicant has been disqualified in whole or in part based on a criminal background check, CCDC will include in the notice that the applicant may also be entitled to file a complaint with the Human Rights Commission under the Fair Chance Ordinance (Police Code, Article 49).

The applicant household will have five (5) calendar days from the date of the Notice of Disqualification to respond in writing and/or to request a meeting to discuss the initial decision of ineligibility. The letter should be addressed to:

Chinatown Community Development Center
Attention: Compliance Department
615 Grant Avenue
San Francisco, CA 94108

Upon receiving the appeal, CCDC will hold a comparable unit, if available, for the household during the entire appeal process.

If the applicant(s) does not exercise their appeal right within the required period, the applicant(s) will be ineligible for housing, and their application will be removed from the processing list.

Applicants who appeal the initial decision of ineligibility will meet with the Property's management agent. The applicant may bring to this meeting any documentation, evidence, or additional information. The Property's management agent will also confer with staff and review the applicant's file in its entirety. If the appeal fails, a Property Supervisor of CCDC who had no involvement in making the original decision of ineligibility will review the determination. The Compliance Department will make a decision based on the merits of all information reviewed. A written decision will be sent to the applicant and placed in the applicant's file. All decisions on appeals will be made within twenty (20) days from the appeal meeting date. While the appeal is being reviewed by our executive officer, management will hold an appropriate size unit for the applicant until the appeal is finalized.

If you require assistance in any aspect of the application process due to a disability, please contact us at: 415-984-1450 so we can discuss reasonable accommodations.

XI. ACCEPTANCE AND MOVE-IN OF ELIGIBLE AND QUALIFIED APPLICANTS

Staff will make final eligibility determination on each applicant after all factors have been adequately verified including household's annual income. Once eligibility is determined, rent is calculated in accordance with all provided information and the applicable program regulations. The amount of the security deposit is equal to one month's total resident payment. If the applicant cannot pay the security deposit and the rent in one payment, CCDC may accept the amount of the security deposit in three equal payments as long as one-third of the deposit is made at move-in and all rent and security deposit amounts are paid on time and paid in full by the third month after move-in.

Eligible applicants will be notified in writing of their status and given an approximate date when they can expect to receive an offer of a unit.

A. Apartment Offer

When an apartment becomes available for occupancy, it will be offered to the applicant at the top of the waiting list for that unit type. The applicant shall have five (5) calendar days after notification to enter into a lease agreement. If the applicant fails to affirmatively respond, the application shall be considered "cancelled" by the applicant. Written notice will be

provided to applicants whose applications are closed due to a lack of response. Rejection has no consequence on an applicant's eligibility for future affordable housing units through CCDC. CCDC will then also send an additional letter to the applicant requesting confirmation of interest to remain on the waiting list. If the applicant replies affirmatively, the applicant shall retain the position on the waiting list. If the applicant does not respond in five (5) business days or does not wish to remain on the waiting list, the applicant's name will be removed from the waiting list.

B. At Lease Signing

1. Resident must contact the utility company prior to move-in to have the services placed in Resident's name no later than ten (10) business days following move-in. If Resident fails to pay any utility charges that are to be paid by Resident, Landlord may, at its option, pay such charges to retain continuing utilities service. If Resident fails to pay any utility charges that are to be paid by Resident, Landlord may, at its option, pay such charges to retain continuing utilities service and bill any such charges to Resident, which billing shall become due and payable, in full, as additional rent together with the regular monthly rental payment on the first (1st) day of the month following the date of such billing.
2. All household members 18 years or older or emancipated minors will sign the Lease and related documents;
3. The applicant and CCDC staff will inspect the apartment and will sign the move-in inspection form;
4. The applicant will pay the security deposit. Applicants are required to pay the security deposit and the first month's rent in the form of a cashier's check or money order;
5. The applicant will be given a copy of the Lease, the move-in inspection form, House Rules and other documents, and the receipt for the security deposit and first month's rent.

C. At Move-In

Keys to the apartment will be issued to the household and an orientation will be held which will include a summary of the lease requirements, House Rules, introductions to the staff, and any other information needed to assure that the new resident will be comfortable and welcomed to his/her new residence.

XII. UNIT TRANSFER POLICIES

Residents may be eligible for a unit transfer and will be placed on a Transfer Waiting List under the following circumstances:

- 1. Mandatory Administrative Transfer.** Management may initiate a mandatory administrative transfer when operationally or programmatically required.
- 2. Reasonable Accommodations.** A current resident may request a transfer to a different unit as a reasonable accommodation for a disability-related need, including but not limited to additional space for medical equipment or the presence of a live-in aide. A

transfer may also be approved when a resident develops a need for a unit with specific accessibility or adaptive design features. Reasonable accommodation requests will be reviewed in accordance with applicable fair housing requirements and CCDC's reasonable accommodation policy.

3. Household Size. A transfer may be approved when a change in household composition renders the current unit no longer appropriately sized, resulting in the household being overcrowded or underhoused pursuant to the property's occupancy standards.

4. Violence Against Women Act (VAWA). A resident who is a victim of domestic violence, dating violence, sexual assault, or stalking may request a unit transfer for safety reasons in accordance with VAWA. To invoke emergency transfer rights under VAWA, the resident must submit a written request to 1303 Larkin Street Property Manager. Emergency transfers will be processed in accordance with the property's VAWA Emergency Transfer Plan, a copy of which is available upon request from the management office.

5. Other Transfer Requests. Requests for transfers not falling within the categories described above will be reviewed on a case-by-case basis. The Property Manager will consult with the Property Supervisor prior to approving or denying any such request.

When an apartment becomes available, in most cases, the first household on the Transfer Waiting List will be offered the appropriate size and/or type of apartment. The resident on the Transfer Waiting List may refuse one apartment offered and remain on the List. If the resident refuses a second apartment offered, their name will be placed at the bottom of the Transfer Waiting List, and the apartment will be offered to the next resident eligible for the size and/or type of apartment becoming available. If a unit is offered for the third time and is declined by the resident, the resident will be removed from the Transfer Waiting List.

Unit transfers are processed in the following order of priority. First priority is given to emergency transfers requested under the Violence Against Women Act (VAWA) by residents who are victims of domestic violence, dating violence, sexual assault, or stalking, consistent with the Property's Emergency Transfer Plan. Second priority is given to transfers approved as a reasonable accommodation for a resident with a disability, including transfers to an accessible or otherwise suitable unit, in accordance with Section 504 of the Rehabilitation Act and the Fair Housing Act. Third priority is given to transfers necessary to correct unit occupancy, including residents who are over-housed or under-housed relative to household size under the applicable occupancy standards. When multiple transfer requests of equal priority are pending, Management will process them in the order in which complete requests were received, subject to unit availability. Staff also may deny a household from moving to another apartment because the household is not in good standing with the Property, unless the request was approved pursuant to VAWA.

XIII. REASONABLE ACCOMMODATION AND MODIFICATION POLICY

Please see Attachment A for information on how an applicant may make a request for reasonable accommodation or modification.

CCDC will consider requests for reasonable accommodations and modifications from applicants/residents. During the application process, CCDC will provide information about how an applicant may make a reasonable accommodation or modification request.

A. Reasonable Accommodations

At any stage in the admission process, an applicant may request a reasonable accommodation, if the applicant has a disability and as a result of the disability needs a change, exception, or adjustment any of CCDC's rules, policies or practices. This may include a change in the way that CCDC communicates with or provides information to the applicant that would give the applicant an equal opportunity to use and enjoy a dwelling, including public and common use spaces.

B. Reasonable Modifications

A reasonable modification is a structural change made to the existing Property, occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the Property. An applicant may request a reasonable modification, at any time during the tenancy, if he or she has a disability and as a result of the disability needs:

1. A physical change to the room or housing unit that would give the applicant an equal opportunity to live at the development and use the housing facilities or take part in programs on site; and/or
2. A physical change in some other part of the housing site that would give the applicant an equal opportunity to live at the development and use the housing facilities or take part in programs on site.

C. Response to Request

CCDC shall respond to a request for reasonable accommodation or modification within twenty-one (21) calendar days. The response may be to grant, deny, or modify the request, or seek additional information in writing or by a meeting with the applicant. CCDC will work with the applicant and referring agency to determine if there are ways to accommodate the applicant.

CCDC shall grant the request if the provider determines that:

1. The applicant has a disability;
2. Reasonable accommodation or modification is necessary because of the disability; and
3. The request is reasonable (i.e., does not impose an undue financial or administrative burden or fundamentally alter the nature of the housing program.)

If the reasonable accommodation request is denied, the disqualification must explain the reasons in writing.

XIV. RULES OF CONDUCT

A. Drug Free Policy

CCDC is committed to maintaining a safe and productive environment for all its residents, employees, guests, and visitors. The illegal or irresponsible use of controlled substances, prescription drugs, and the use of illegal drugs or inhalants can impair performance and jeopardize the safety of all.

The Staff will strictly enforce an anti-drug policy that prohibits the following by residents, guests, and any other visitor to the Property:

1. The manufacture, sale, distribution, illegal use or possession (without a prescription) of a controlled substance with the intent to manufacture, sell, distribute, or illegally use such substance, at any time in the unit, on the Property, or near the premises;
2. The engagement in any act intended to facilitate criminal activity, including drug-related criminal activity in the unit, on the Property, or near the premises;
3. The permission given for the unit, or the Property, to be used for or to facilitate criminal activity, including drug-related activity, regardless of whether the individual undertaking the activities is the resident, is strictly forbidden. In accordance with the Lease signed and executed between each resident and this property, a single violation of this policy will constitute a material violation of the Lease and will be grounds for termination.

B. Pets and Assistance Animals

The Property allows one pet per unit. Assistance animals are permitted as a reasonable accommodation for persons with verified disabilities. There must be a direct relationship between the person's disability and his or her need for the animal. All state and local health, safety, and licensing laws apply.

ATTACHMENT A:

Notice of Right to Reasonable Accommodation/Modification

This policy establishes the procedures by which CCDC will process and respond to requests for reasonable accommodations and reasonable modifications. A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling. A reasonable modification is a structural change to a unit or common area necessary to afford a person with a disability full enjoyment of the premises. This policy addresses both. CCDC is committed to providing reasonable accommodations and modifications in a timely, interactive, and non-discriminatory manner. No person will be denied housing, penalized, or retaliated against for making a request under this policy.

A person qualifies as an individual with a disability if they have: (1) a physical or mental impairment that substantially limits one or more major life activities; (2) a record of such an impairment; or (3) are regarded as having such an impairment. Major life activities include, but are not limited to, seeing, hearing, walking, breathing, performing manual tasks, caring for oneself, learning, and speaking

A. Reasonable Accommodations:

A resident or applicant may request a reasonable accommodation—a change in a rule, policy, practice, or service—if the accommodation is necessary because of a disability and there is an identifiable relationship (or "nexus") between the requested accommodation and the individual's disability. Examples include:

- Assignment of an accessible parking space to a resident with a mobility impairment.
- Permission to pay rent by mail or alternate means for a resident whose disability prevents them from coming to the office.
- An exception to a "no pets" policy to allow an assistance animal.
- A transfer to an accessible unit on a lower floor.
- Permission to have a live-in aide or caregiver reside in the unit.

B. Reasonable Modifications

A resident or applicant may request a reasonable modification—a structural change to the unit or common areas. Because this Property receives federal financial assistance, structural modifications that are necessary as a reasonable accommodation are generally paid for by the Property under Section 504, unless doing so would constitute an undue financial and administrative burden or a fundamental alteration of the program. Examples of modifications include:

- Installation of grab bars in a bathroom.
- Widening of doorways for wheelchair access.
- Installation of a ramp at a unit or building entrance.
- Lowering of countertops or cabinets.
- Installation of visual alert systems (e.g., doorbells, smoke detectors).

How to Make a Request:

Requests for reasonable accommodations or modifications may be made orally, in writing, or by completing the Property's Reasonable Accommodation/Modification Request Form. No specific form or language is required to make a request, and staff will assist any resident or applicant who needs help submitting a request or who needs this information in an alternative format.

Residents and applicants are encouraged to make requests as early as possible and may submit a request at any time, including prior to or during occupancy. A request may be made on behalf of a resident or applicant by an authorized representative.

Contact the Property Manager to initiate a request. Staff will provide the Request Form upon request and will assist with completion.

Verification of Disability and Disability Related Need:

If the disability and/or the disability-related need for the requested accommodation or modification is not obvious or known to CCDC, CCDC will request additional verification information. CCDC may request only information that is necessary to evaluate (1) whether the person has a disability, and (2) whether there is a disability-related need for the requested accommodation or modification.

Verification may be provided by any reliable source who has knowledge of the individual's disability and related need, including:

- A licensed medical or mental health professional;
- A peer support group;
- A non-medical service agency; or
- Another reliable third party with personal knowledge of the individual's disability.

If the disability is obvious, readily apparent, or otherwise known to CCDC, and if the disability-related need for the accommodation or modification is also readily apparent or known, CCDC will not request additional verification.

Upon receiving a request, CCDC will engage in a good-faith interactive process with the requester to discuss the disability-related need and explore whether the requested accommodation or modification or a suitable alternative can be provided. The interactive process is intended to be collaborative and focused on finding a workable solution for both parties.

If CCDC believes a requested accommodation is not reasonable but an alternative would effectively meet the resident's disability-related need, CCDC will discuss alternatives with the requester. However, a resident is not obligated to accept an alternative accommodation if the resident believes it will not meet their needs and the originally requested accommodation is reasonable.

CCDC will provide a written decision within twenty one (21) calendar days of receiving a complete written request, unless additional time is needed to obtain necessary verification or the requester agrees to a longer period. If CCDC requires additional information or verification to process the request, CCDC will notify the requester promptly and in writing, identify what additional information is needed, and toll the 21-day response period until that information is received.

Approval

If the request is approved, CCDC will confirm the approval in writing and work with the requester to implement the accommodation or modification promptly. No additional fees or deposits may be charged as a condition of approving a reasonable accommodation or modification request (unless the cost of the modification will not be covered by CCDC).

Denial

If CCDC denies a request, staff will provide the reasons for denial in writing and, where applicable, will identify and discuss alternative accommodations or modifications that may effectively address the requester's disability-related needs.

Appeal

If a request is denied, the requester may submit additional information for CCDC's reconsideration or may appeal the decision to the Property's Compliance Team. Requests for reconsideration should be submitted in writing to 615 Grant Ave., San Francisco, CA 94108 or email to complianceteam@chinatowncdc.org.

Confidentiality

All information provided in connection with a request for a reasonable accommodation or modification will be kept confidential and will be used only to evaluate and process the request. This information will not be shared except as necessary to process the request or as required by law. CCDC will not disclose an individual's medical information or disability status to other residents or third parties.

**ATTACHMENT B:
SAMPLE HOUSING APPLICATION**

FOR OFFICE USE ONLY		LAST UPDATED 02/2026	
Referral Source or Applicant Preference:		Date and Time Stamp Received:	
		Staff Initials	
HOUSING APPLICATION/UPDATE (if prior over 120 days)			
This form must be filled out in English and in blue ink. Cross fields out that are not applicable (there should be no blanks). Owner and Management Agent does not discriminate based on race, color, creed, religion, sex, national origin, age, familial status, handicap, ancestry, medical condition, physical handicap, veteran status, sexual orientation, AIDS, AIDS-related condition (ARC), mental disability, or any other arbitrary status.			
SECTION A - HEAD OF HOUSEHOLD INFORMATION			
Please complete all information pertaining to yourself, the Head of Household (HOH).			
1 Personal Information			
First Name		Middle Initial	Last Name
Current Mailing Address			
Address where you are currently living (if different from above)			
Phone Number		Email Address	
Social Security Number			Date of Birth
Gender	☐ Male ☐ Female ☐ No Response		
Ethnicity	☐ Hispanic ☐ Non-Hispanic ☐ No Response		
Race	☐ White ☐ Black/African American ☐ American Indian/Alaska Native ☐ Asian ☐ Pacific Islander/Hawaiian ☐ Other ☐ No Response		
Marital Status <i>Check only one</i>	☐ Single ☐ Married ☐ Divorced ☐ Widowed ☐ Legally Separated		
Student Status	☐ Part-Time ☐ Full-Time ☐ N/A	Language(s) spoken at home? Do you need an interpreter? ☐ Yes ☐ No	
2 Alternative Contacts - Please provide 2 contacts where we can reach you			
Name		Relationship	Phone Number/Email
Name		Relationship	Phone Number/Email

SECTION A - HEAD OF HOUSEHOLD INFORMATION (continued)		
3	Disability Status	It is not necessary to give us details about your disability unless you are requesting an accommodation.
a. Do you claim a disability?	☐ Yes	☐ No
b. Do you need an accommodation for the application process?	☐ Yes	☐ No
c. Do you need an accommodation in housing as a result of disability?	☐ Yes	☐ No
If Yes to 'b' or 'c' above, what specific accommodation do you request?		
d. Does your household need a handicapped-accessible unit?	☐ Yes	☐ No
e. Does at least one household member require a wheelchair-accessible unit?	☐ Yes	☐ No
f. Does at least one household member require a visual/hearing-equipped unit?	☐ Yes	☐ No
g. Does any household member require a specifically designed unit or location?	☐ Yes	☐ No

SECTION B - HOUSEHOLD COMPOSITION								
List others who will live with you - include unborn children.								
#	Relation	First Name	Last Name	MI	Gender (M/F)	Date of Birth	Student (Y/N)	Social Security Number
2								
3								
4								
5								
6								
7								
8								
9								
IS THERE A PERSONAL CARE ATTENDANT WHO WILL BE RESIDING IN THE UNIT?						☐ YES	☐ NO	If yes, please complete information below.
Live-In Aide								
<i>Proof of need for Live-In Attendant will be required during the eligibility process through the Reasonable Accommodation Process. He or she must show proof of Identification Card, Social Security Number, and a background verification check will be processed.</i>								

SECTION C - HOUSING REFERENCES				
Please list prior housing for the last TWO (2) YEARS .				
a. Residence Address #1	Dates of Residence to	Monthly Rent \$	☐ With family/friends ☐ In program/shelter	☐ Own ☐ Rent
Landlord #1 Name & Mailing Address	Landlord Phone	Landlord Email		
b. Residence Address #2	Dates of Residence to	Monthly Rent \$	☐ With family/friends ☐ In program/shelter	☐ Own ☐ Rent
Landlord #2 Name & Mailing Address	Landlord Phone	Landlord Email		
c. Residence Address #3	Dates of Residence to	Monthly Rent \$	☐ With family/friends ☐ In program/shelter	☐ Own ☐ Rent
Landlord #3 Name & Mailing Address	Landlord Phone	Landlord Email		
d. Residence Address #4	Dates of Residence to	Monthly Rent \$	☐ With family/friends ☐ In program/shelter	☐ Own ☐ Rent
Landlord #4 Name & Mailing Address	Landlord Phone	Landlord Email		
Have you or any household member ever been evicted from any residence for any reason?			☐ Yes	☐ No

SECTION D - HOUSEHOLD ASSETS	
Please list ALL ASSET information (e.g. bank accounts, cash, stocks) for the household. You may estimate.	
a. Asset #1 Household Member(s):	
Name of Institution	Asset Type
Current Value	Account Number (if applicable)
b. Asset #2 Household Member(s):	
Name of Institution	Asset Type
Current Value	Account Number (if applicable)
c. Asset #3 Household Member(s):	
Name of Institution	Asset Type
Current Value	Account Number (if applicable)
d. Asset #4 Household Member(s):	
Name of Institution	Asset Type
Current Value	Account Number (if applicable)
e. Asset #5 Household Member(s):	
Name of Institution	Asset Type
Current Value	Account Number (if applicable)
f. Asset #6 Household Member(s):	
Name of Institution	Asset Type
Current Value	Account Number (if applicable)
Household Estimated TOTAL ASSETS →	

SECTION E - HOUSEHOLD INCOME					
Please list ALL INCOME information for the household. You may estimate.					
a. Earned/Employment Income #1 Household Member:					
Company			Job Title		
Address			City, State & Zip Code		
Contact Name		Phone Number		Annual Income	
b. Earned/Employment Income #2 Household Member:					
Company			Job Title		
Address			City, State & Zip Code		
Contact Name		Phone Number		Annual Income	
c. Earned/Employment Income #3 Household Member:					
Company			Job Title		
Address			City, State & Zip Code		
Contact Name		Phone Number		Annual Income	
d. Earned/Employment Income #4 Household Member:					
Company			Job Title		
Address			City, State & Zip Code		
Contact Name		Phone Number		Annual Income	
e. Unearned/Financial Assistance Income - Amount per month for ENTIRE household					
Social Security / SSDI	/ month	Unemployment / SDI / Workers Compensation	/ month	Public Assistance	/ month
SSI	/ month	Child / Alimony / Gift Support / Financial Aid	/ month	Pension / VA / Retirement Funds / Other	/ month
Household Estimated TOTAL INCOME →				/ year	

SECTION F - SERVICE/COMPANION ANIMALS		
A service/companion animal of any kind may be kept within the unit or on the premises only with prior written reasonable accommodation request filled out by a Licensed Health Professional and approved by CCDC. Companion Animals owned by visitors will not be allowed on the premises (exceptions are service animals).		
If you have an assistive pet or animal, please provide the information below:		
Type of Animal	Weight of Animal	Description of Animal

SECTION G - HOUSING SUBSIDIES		
Does your household receive any rental assistance?	☐ Yes	☐ No
If Yes, what type?	☐ Section 8 ☐ Other: _____	
If Section 8, check one:	☐ Tenant Voucher (Expires: _____) ☐ Project Based Assistance	
Has your residency/tenancy or government assistance in a subsidized housing program ever been terminated for fraud, non-payment of rent, or failure to comply with recertification procedures?	☐ Yes	☐ No
If Yes, please list when and why:		

SECTION H - ADDITIONAL INFORMATION		
Are you homeless or about to become homeless?	☐ Yes	☐ No
Are you displaced or about to become displaced?	☐ Yes	☐ No
Do you anticipate a change in household composition in the next 12 months?	☐ Yes	☐ No
If Yes, please explain:		
Have you applied for housing with CCDC before?	☐ Yes	☐ No
If Yes, where and when?		
List all counties and states in which you and all adult household members have lived since the age of 18:		
Will this apartment be your sole place of residency?	☐ Yes	☐ No
If you believe additional information about your housing history would be helpful to us in processing your application, please provide below and/or complete our Self-Affidavit. Negative history of eviction may be mitigated due to extenuating circumstances. Please write and/or attach any additional information which you feel will be helpful in evaluating your application.		

APPLICATION PAGE 5 OF 6

SECTION I - CERTIFICATION

By signing below, EACH ADULT HOUSEHOLD MEMBER (18+) certifies the following statements.

1. If my/our application is approved and move-in occurs, we certify that only those persons listed in this application will occupy the apartment, that we will maintain no other place of residence, and that there are no other persons for whom we have or expect to have responsibility for providing housing.
2. I/we understand that the information collected on the Application for housing is to determine my/our eligibility for residency.
3. I/we authorize the owner, its agents and employees to make any and all legal inquiries to verify information either directly or through information exchanged now or later with rental, or credit screening services, or law enforcement or other public agencies, and to contact previous or current landlords or other sources for credit and/or verification information which may be released by appropriate federal, state, local agencies, or private persons to the management.
4. I/we authorize the owner, its agents and employees to obtain one or more consumer reports as defined in the Fair Credit Reporting Act, 15 U.S.C. Section 1681a(d), seeking information on our creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living.
5. I/we understand, pursuant to San Francisco Police Code Article 49 "Fair Chance Ordinance" if I am considered housing eligible, I authorize the owner, its agents and employees to obtain information about my/our criminal background to see if there is any disqualifying criminal history, which may affect me/us from moving onto the property, in compliance with the Resident Selection Criterion.
6. I further understand that the owner has not inquired or required me to provide anything about my prior arrest or conviction record and has provided me with a copy of the Fair Chance Ordinance Notice - notice is supplement to this Application for Housing.
7. I/we certify that the statements made in this application are true and complete to the best of my/our knowledge and belief.
8. I/we understand that false statements or information will deem me/us ineligible, or (if move in has occurred) terminate the rental agreement.
9. I/we understand we must provide written notification of any changes to the information on this form.

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature

Date

ATTACHMENT C:

GRIEVANCE AND APPEAL PROCEDURE

INTRODUCTION

1303 Larkin Street does not discriminate on the basis of handicap in violation of 24 CFR Part 8 in admission or access to, or treatment or employment in, its federally assisted programs and activities.

APPLICANTS – Please See Grievance and Appeal Procedures for Applicants, starting on page 40 of this document.

The grievance procedure established herein addresses concerns regarding Section 504 of the Rehabilitation Act of 1973, as amended, as it applies to Property programs, services, and activities.

The grievance procedure may be used to file a complaint alleging:

- Policies or the provision of services, activities or programs provided by Property.
- Discrimination regarding Section 504 of the Rehabilitation Act of 1973 by Property or its employees.
- Structural and parking accessibility issues on Property owned property.

1. DEFINITIONS

- a. **1303 Larkin Street** is referred to as “the project” in this procedure.
- b. **Chinatown Community Development Center** is referred to as “Landlord” in this procedure.
- c. Complaint is defined as any Tenant or prospective Tenant in the project whose rights, duties, welfare, or status is or may be adversely affected by management’s action or failure to act. Complainant is referred to in this procedure as “Tenant.”
- d. Grievance is defined as any dispute with respect to management action or failure to act in accordance with the requirements of the rental agreement, or any Landlord action or failure to act involving the interpretation or application of regulatory agreements, and Landlord policies, or procedures which adversely affects the rights, duties, welfare, or status of the Tenant.

2. DISTRIBUTION AND AMENDMENTS TO THIS PROCEDURE

Landlord must give a copy of this procedure to Tenant at the time Tenant moves into the project and to each prospective Tenant who is rejected for tenancy. Whenever this procedure is changed, Landlord must provide a revised copy to Tenant, with a thirty- (30) day notice of any change’s effective date.

3. APPLICABILITY

- a. This procedure shall apply to all individual grievances between Tenant and Landlord.
- b. This procedure shall not apply to:
 - i. the validity or propriety of terms and conditions of the rental agreement,
 - ii. eviction or termination of tenancy based upon your creation or maintenance of a threat to the health or safety or other Tenants or employees,
 - iii. class grievances, and
 - iv. disputes between Tenant and other Tenants not involving Landlord.

4. RIGHT TO A HEARING

When Tenant files a written or oral request as described in this procedure, Tenant is entitled to a hearing, relative to any grievance as defined in Section 1 of this procedure.

5. TYPES OF HEARINGS

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

- a. Informal hearing. This is an informal meeting between Tenant and Landlord to discuss Tenant's grievance. The goal of the informal hearing is to settle the problem without the need for a formal hearing as provided in this procedure.
- b. Formal hearing. This is a formal hearing with Tenant, Landlord, and hearing officer or hearing panel. Decisions from this hearing are binding on Tenant and Landlord, subject on Section 9 below.

6. INFORMAL HEARING

- a. Presentation of grievance. Tenant must personally present Tenant's grievance either orally or in writing to Landlord at Landlord's office so that Tenant and Landlord may discuss your grievance informally. Tenant must present Tenant's grievance within a reasonable time, not to exceed ten (10) days from Landlord's action or failure to act, which is the basis for Tenant's grievance. The grievance may be simply stated but Tenant should specify the ground(s) for the grievance and the action or relief Tenant seeks. Landlord will schedule a meeting with Tenant within ten (10) business days for a total of fourteen (14) days after Landlord receives Tenant's request.
- b. Summary and answer. Landlord will prepare a written, dated, and signed summary of Landlord's discussion and answer to Tenant's grievance within a reasonable time, not to exceed ten (10) business days for a total of fourteen (14) days. Landlord will mail or deliver one copy to Tenant and keep on in the Tenant file. Landlord's answer shall specify 1) the names of the hearing participants 2) the date of the hearing, 3) the nature of the grievance 4) the proposed disposition of the grievance and the specific reasons therefore, 5) your right to a formal hearing, and 6) the procedure by which you may request a formal hearing if you are not satisfied with the proposed disposition.
- c. Request for a formal hearing. If Tenant is dissatisfied with the proposed disposition of the grievance as stated in the answer, Tenant may submit a written request for a formal hearing. Tenant should make Tenant's written request to Landlord with a reasonable time after Tenant receives answers to Tenant's grievance, not in excess of ten (10) business days, and Tenant must date and sign the request. Landlord will place a copy of Tenant's request in the Tenant's file along with the grievance and the answer.
- d. Failure to request a hearing. If Tenant does not request a formal hearing within the time allowed in c. above, Tenant waives the right to a formal hearing and the proposed disposition of the grievance becomes final. This shall not, however, constitute a waiver of Tenant's right thereafter to contest the disposition of the grievance in an appropriate judicial proceeding.

7. FORMAL HEARING

- a. Selection of the hearing officer or hearing panel. When Landlord receives Tenant's request for a formal hearing Landlord will contact Tenant in person or by telephone to discuss the selection of a hearing officer. The hearing officer must be impartial,

disinterested person selected jointly by Landlord and Tenant. If Landlord and Tenant cannot agree on a hearing officer, Landlord and Tenant shall each appoint a representative and the two members so appointed shall select a third member. If the members Landlord and Tenant appoint cannot agree on a third member, such member shall be appointed by an independent organization contracted by Landlord, such as a local mediation board or chapter of the American Arbitration Association. The chairperson of a hearing panel shall be elected by the members of the panel. The following guidelines govern the selection of hearing officers and panel members:

- i. No relative of Tenant may serve as a hearing officer or panel member.
 - ii. None of Landlord's officers or employees who directly propose a disposition to the grievance or whose duties and responsibilities directly involve him/her in any way with the grievance at issue may serve as a hearing officer or panel member for the formal hearing.
 - iii. The third member of a panel may not be one of Landlord's officers or employees, nor a resident of any property under Landlord's jurisdiction.
- b. Time limits. Landlord and Tenant must act to avoid unnecessary delays in resolving grievances. The hearing officer or panel shall be selected, and the hearing scheduled by Landlord as promptly as possible, no more than ten (10) days after the receipt of Tenant's request for a hearing. Landlord will make all reasonable effort so that the date, time, and location of the hearing are convenient to you. Landlord will inform Tenant of the schedule and the procedures governing the hearing by way of written notification delivered or mailed to Tenant no less than five (5) days in advance.
- c. Fair hearing. Tenant is entitled to a fair hearing providing the basic safeguards of due process before hearing office or panel and Tenant may be represented by counsel or another person chosen as Tenant's representative. Tenant must be personally present at the hearing.
- d. Private hearing. The hearing will be private unless Tenant requests a public hearing. The attendance of persons with a valid interest in the proceedings shall not be limited.
- e. Discovery. Tenant or Tenant's authorized representative may examine before the hearing and at Tenant's expense, request copies of all documents, records, and regulations that are relevant to the hearing. Any document not made available after Tenant requests it may not be relied on by Landlord at the hearing. Landlord or Tenant may request, in advance, and at Landlord or Tenant's expense, a transcript of the hearing.
- f. Disputed rent or other charges. If the grievance involves the amount of rent, or other charges that Landlords claims as due, Landlord may require Tenant to pay Landlord up to 100% of any disputed rent or charges, and Landlord will deposit funds in a trust account until resolution of the dispute. If Tenant fails to make required payments, the hearing officer or hearing panel may determine that Tenant has waived Tenant's rights to a hearing. Tenant's failure to make payments shall not constitute a waiver of Tenant's right to thereafter contest Landlord's disposition of the grievance in appropriate judicial proceeding. On resolution of the dispute, or the decision of the hearing officer or hearing panel, the money shall be refunded to or directed to Landlord as is appropriate based upon the decision of the hearing officer or hearing panel.
- g. Proof. At the hearing, Tenant must clearly state the facts, and then be prepared to present evidence to support those facts. The burden of proof is then on Landlord to

justify the action or inaction Landlord proposed in the answer of Tenant's grievance, raise arguments against evidence relied upon by Landlord, and confront and cross-examine all witnesses on whose testimony or information Landlord relies.

- h. Hearings conducted by the hearing officer or hearing panel shall be informal, and any oral or Documentary evidence, as limited, however, to the facts and issues raised by the grievance and Answer, may be received by the hearing officer or hearing panel without regard to whether Evidence would be admissible under the rules of evidence employed in judicial proceedings.
- i. Failure to appear at hearing. If either Landlord or Tenant fails to appear at a hearing, the hearing officer or hearing panel may postpone the hearing for up to five (5) days or make a determination that the absent party has waived its right to a hearing.

8. DECISIONS OF THE HEARING OFFICER OR HEARING PANEL

- a. Binding effect. The decision of the hearing officer shall be based solely and exclusively upon facts presented at the hearing and upon applicable law and Landlord and regulatory agreements and policies. To the extent provided in Section 9 below, the decision of the hearing officer or hearing panel shall be binding.
- b. Proposed decision. Landlord and Tenant may agree to prepare a proposed decision to the hearing officer or hearing panel. If both agree to do so, each party shall submit same to the officer or panel for consideration.
- c. Written decision. The hearing officer or hearing panel shall prepare a written decision, including a statement of findings and conclusions, as well as the reasons or basis of them, upon all material issues raised by Landlord or Tenant. This shall be done within a reasonable time after the date of the hearing, not to exceed five (5) days. Copies thereof shall be mailed or delivered to parties and/or their representatives, and regulatory agencies. Landlord will place a copy of the written decision of the hearing officer or hearing panel, together with all documents related to the grievance, in Tenant's file.
- d. Costs. If the hearing officer or hearing panel renders a decision in our favor and further specifically finds that the grievance was totally without basis and filed for the purpose of harassment or based on the same or similar facts as a grievance previously filed by you or a member of your household or on your or their behalf, the hearing officer or hearing panel may, at its discretion, assess the cost and expensed of the hearing to you.

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

- a. Compliance with decision. If the decision is the Tenant's favor, Landlord shall promptly take all actions necessary to carry out such decision or refrain from any action prohibited by such decision unless Landlord determines and notifies Tenant in writing within thirty days that the hearing officer or hearing panel has acted contrary to law, or exceeded its authority, or the decision is contrary to applicable federal, state, or local law, or regulatory agencies or requirements. In such event, the hearing officer's or hearing panel's decision may be judicially reviewed
- b. Failure to comply with decision. Should any of the parties to a decision fail to voluntarily comply with the provisions of a decision of the hearing officer or hearing panel, the aggrieved party may take appropriate legal action to enforce compliance.
- c. Enforcement of an eviction action. If a Tenant requests a hearing on a proposed eviction and the hearing officer or hearing panel in its decision upholds our proposal

to evict, Landlord cannot start our action to regain possession until the expiration of the time period that was contained in the Landlord notice to Tenant.

10. RIGHT TO GO TO COURT

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

11. RETALIATION

No person shall be subjected to retaliation for having used or having assisted others in the use of the grievance process.

Person(s) with disabilities have the right to request reasonable accommodations to participate in the informal hearing process.

APPLICANT GRIEVANCE PROCEDURES

If, at any time during the application process, you feel that your rights, duties, welfare, or status are or may have been adversely affected by Chinatown Community Development Center's action or failure to act, you may submit your grievance for informal or formal review. You may call 415-984-1450 and leave a voicemail if necessary, and your call will be returned as soon as possible, but no later than 48 hours after your call date.

If your grievance is not resolved at that point, you may request an informal hearing, which is a meeting with the Chinatown Community Development Center designated Staff and Director. The goal of the informal hearing is to settle the problem without the need for a formal hearing.

In the event the problem is not settled, you are entitled to request a formal hearing. A formal hearing is between you and Chinatown Community Development Center and/or a designated member.

To request a formal hearing, you must already have attempted to resolve the issue with the Chinatown Community Development Center and through an informal hearing described above. All requests for informal or formal meetings must be in writing and must contain specific grounds for complaint.

Hearing requests should be mailed to:

Chinatown Community Development Center
Attn: Compliance Team
615 Grant Avenue
San Francisco, CA 94108

Or emailed to: ComplianceTeam@chinatowncdc.org.

If you have a grievance with any entity related to the project, please contact Chinatown Community Development Center to advise you on pursuing the appropriate next steps.

APPLICANT APPEAL PROCEDURES

The following appeal process applies to applicants that receive a disqualification letter for application.

Applicant must appeal within five (5) calendars days from the date of the Notice of Disqualification in a letter addressed to:

Chinatown Community Development Center
Attention: Compliance Team
615 Grant Avenue
San Francisco, CA 94108

Or emailed to: ComplianceTeam@ChinatownCDC.org

Management sends a written notice to each disqualified applicant, the referring agency, and the funding agency. The notice will:

- List all the reasons for the disqualification.
- Explain how the applicant can request as in person or in writing an appeal to contest the decision.
- State that an applicant with a disability is entitled to request a reasonable accommodation to participate in the appeal.
- Inform the applicant that he or she is entitled to bring an advocate or attorney to the in-person appeal.
- Provide referral information for local legal services and housing rights organizations who can assist with the appeal process; and
- Describe the documentation that the applicant can present at the appeal.

If the disqualification is based on a criminal background check obtained from a tenant screening agency, the City's Fair Chance Ordinance imposes additional notice requirements, such as fourteen (14) calendar days to appeal. If an applicant has been denied in whole or in part based on a criminal background check, the developer must include in the notice that the applicant may also be entitled to file a complaint with the Human Rights Commission under the Fair Chance Ordinance (Police Code, Article 49).

Upon receipt of a request for an appeal, an executive officer from our company will review all the materials and inform the complainant if the executive officer affirms the decision of the Property Manager, overturns the decision, or decides to re-open the case for further review. While the appeal is being reviewed by our executive officer, management will hold an appropriate size unit for the applicant until the appeal is finalized. We will provide a response, not to exceed ten (10) calendar days.