

# The Cannery Apartments

## Applicant Information & Resident Selection Criteria

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September 24, 2018

Dear Applicant:

Thank you for inquiring about **The Cannery Apartments** located at 1111 Lewis Street, Gilroy, CA 95020. Though this new apartment community is still under construction, we are now accepting applications and scheduling interviews. We anticipate that move-ins will begin in December 2018, subject to change.

***\*Please do not visit this location, as it is an active construction site. At this time, we are not offering any tours of the property and there is currently no onsite leasing office. Failure to comply with this restriction could result in disqualification of your application.\****

**The Cannery Apartments** will offer 103 affordable apartments for families who meet income and household eligibility described below.

### Apartment Features:

- 1-, 2 & 3-bedroom apartment homes with balcony or a patio
- Kitchens with a full appliance package including electric stovetop with oven, Energy Star dishwasher and refrigerator
- Wood-style vinyl plank flooring in living room, kitchen and bath; Carpeted bedrooms
- Modern amenities

### Community Amenities include:

- 100% Smoke Free
- 2 Elevators
- 3 On-site Laundry Centers
- Spacious Courtyard Clubhouse
- Large Multipurpose Room
- Upper Level Veranda Lounge
- Courtyard BBQ & Picnic Area
- Children's Courtyard Play Area
- Bike Storage Room
- Pet Friendly\* (restrictions & deposit req.)
- Pet Recreation Area
- On-site Parking, most with Carport
- Controlled Entry Access & Cameras



## **Application Process**

The Rental Application is attached. Follow all instructions very carefully!

- A separate application is required to be completed by every prospective household member aged 18 and older. You may make copies of the application.
- **All** applications for the Household must be **mailed in the same envelope**.
- Applications received that are incomplete will be returned to you for re-submission which will affect your priority for setting an application interview appointment, and possibly your ability to rent an apartment.
- Please **review the attached Rent & Income Limit Chart** which shows both the minimum and maximum annual income range, the monthly rents, and the number of apartments available at each rent level. **If your income is not within these ranges, it is not likely you will qualify.**
- Please review the attached Resident Selection Criteria for information regarding other eligibility requirements.
- **Applications will only be accepted via mail.** No applications will be accepted in person or via email – NO EXCEPTIONS will be made.
- Please **mail** fully completed Application to:

**The Cannery Apartments  
c/o WSH Management  
18881 Von Karman Ave., Suite 720  
Irvine, CA 92612**

- **DO NOT USE “WHITE-OUT” or CORRECTION FLUID ANY WHERE ON YOUR APPLICATION.** If you make an error simply draw one (1) line through the error and place your initials, then add your correction. Applications submitted with correction fluid will be rejected.
- **DO NOT SEND MONEY:** No money is due at this time.
- Only fully completed applications **with original signatures** will be accepted.
- **E-mail, hand delivered, incomplete or duplicate household application submittals will be rejected.**
- Ineligible applications based on the enclosed Resident Selection Criteria will be rejected. You will receive a letter stating the reason your application is rejected.

## **WHAT'S THE NEXT STEP?**

Once received at our corporate office, all applications will be date stamped in the order they are received, sorted and application interviews will be made. The priority for the application interviews will be based on the date we received your fully completed application package combined with your responsiveness to scheduling an in-person interview.

For those contacted to continue the application process, all household members must be available for an in person interview to be held at a location in Gilroy to be determined. At the in-person interview, applicants will be required to pay the \$25 per adult household member application fee (money order only, no cash), and present documentation supporting all applicable sources of income and/or assets (i.e. 3 months of consecutive pay check stubs, most recent tax returns, bank statements, etc.). All income and assets must be verified by a 3<sup>rd</sup> party.

Upon final approval from our Compliance Department, approved applicants will be contacted to schedule an appointment to come to the leasing office to select an apartment, complete and pay the \$500 Holding Deposit Agreement, and schedule a move-in date/lease-signing appointment. At this time, you will be provided a Move-In Cost Estimation.

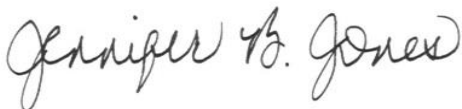
**IMPORTANT NOTE:** It is possible that all apartments will be pre-leased before construction is complete, and an apartment tour won't be possible. You may be required to select your apartment off a large site plan and a copy of the floor plan.

A move-in letter will be provided indicating the date and time of the move-in appointment, and the required funds including rent, prorated, and balance of security deposits due on the date of move-in. Applicants will be given 3 days to accept the apartment from the date of offer.

Translation services are available at no cost to you. Please let us know if you require a translator. Please call (669) 500-7315 to leave a message or email [thecanneryapartments@wshmgmt.com](mailto:thecanneryapartments@wshmgmt.com). Please do not leave multiple messages. Calls will be returned as soon as possible.

On behalf of THE CANNERY and the entire WSH Management team, we thank you for your interest and appreciate your patience. We look forward to assisting you with your housing needs.

Sincerely,



Jennifer Jones  
Vice President



Kevin Lewis  
Regional Property Manager

**Enclosures:**

Rent and Income Limit Chart

Resident Selection Criteria

Violence Against Women Act Forms 1 and 2

Application to Rent

## Rent & Income Limit Chart

The following chart outlines the applicable 2018 income and rent limits \*(subject to change) for each unit type available.

Unit Type	Approximate Square Footage	Income Level, based on Area Median Income (AMI)	# of Units Available	*Monthly Rent	Household Size	*Income Eligibility Range
1 BR	631	50% AMI	1	\$1,195	1	\$35,850 - \$46,550
					2	\$35,850 - \$53,200
					3	\$35,850 - \$59,850
1 BR	631	60% AMI	4	\$1,445	1	\$43,350 - \$55,860
					2	\$43,350 - \$63,840
					3	\$43,350 - \$71,820
2 BR	934	50% AMI	7	\$1,432	2	\$42,960 - \$53,200
					3	\$42,960 - \$59,850
					4	\$42,960 - \$66,500
					5	\$42,960 - \$71,850
					6	\$42,960 - \$77,150
2 BR	934	60% AMI	63	\$1,731	2	\$51,930 - \$63,840
					3	\$51,930 - \$71,820
					4	\$51,930 - \$79,800
					5	\$51,930 - \$86,220
					6	\$51,930 - \$92,580
3 BR	1,112	50% AMI	3	\$1,655	4	\$49,650 - \$66,500
					5	\$49,650 - \$71,850
					6	\$49,650 - \$77,150
					7	\$49,650 - \$82,500
					8	\$49,650 - \$87,850
3 BR	1,112	60% AMI	25	\$2,001	4	\$60,030 - \$79,800
					5	\$60,030 - \$86,220
					6	\$60,030 - \$92,580
					7	\$60,030 - \$98,940
					8	\$60,030 - \$105,300
		<b>Total</b>	<b>103</b>			

- Minimum annual income calculated as 2.5 x monthly rent x 12 months.
- Maximum annual gross income established by the Low Income Tax Credit regulatory agreement based on household size.

# The Cannery Apartments

**Resident Selection Criteria**

The following Resident Selection Criteria outlines the minimum requirements necessary to qualify for an apartment at The Cannery Apartments located at **1111 Lewis Street, Gilroy, CA 95020**.

- 1) Each adult occupant (18 years of age and older) must complete and submit a separate “Application to Rent”. Only applications that are fully completed and signed will be processed.
- 2) **\$25.00** Non-refundable Application fee (per person). Cashier’s Check or Money Order only. **Cash is never accepted.**
- 3) In order for the Application to be processed, it is required that the Applicant provide two forms of government issued identification, at least one of which must be a photographic identification.
- 4) Occupancy requirements: Occupancy is limited to the household sizes listed below:

Unit Size	Household Size
1 Bedroom	1 to 3 persons
2 Bedroom	2 to 5 persons
3 Bedroom	3 to 7 persons

- 5) Upon acceptance of your application and selection of an apartment, you must sign a Holding Deposit Agreement and pay a **\$500.00 Holding Deposit**. Upon move-in, the holding deposit will be applied toward a security deposit for the apartment. The holding deposit must be paid by money order or cashier’s check only. Security Deposit is equal to one month’s rent or \$500 (whichever is greater). Additional funds may be due prior to move in based on credit screening.
- 6) Applicant’s Consumer Report must be favorable. *Favorable is defined as:*
  - a. **Income of at least 2.5 times the monthly rent** (as outlined in the Rent & Income Limit chart above), with the exception of Section 8, VASH or other voucher recipients. Voucher recipients must have income of at least 2.5 times their portion of the monthly rent.
  - b. No negative utility accounts within the past 6 months.
  - c. No more than 20% of total number of credit lines can be 60 days delinquent or longer.
  - d. Must not have had any eviction judgments against him/her within the last five years.
  - e. Must not have any negative Rental History. Negative Rental History is considered any of the following within the last two (2) years:
    - i. Two (2) or more late rental payments
    - ii. Two (2) or more lease violations
    - iii. Any damage to Rental Property
  - f. Must not have more than two (2) bad checks on record within the last two (2) years.

Applicant’s Consumer Report that show the following will be *Approved with Conditions*:

- g. No record of credit found, no credit trade lines or other credit issues
- h. Between 20% to 40% of total credit lines showing 60 days delinquent
- i. Discharged Chapter 7 bankruptcy
- j. Discharged Chapter 13 bankruptcy
- k. Public records for Child Support, Civil Judgments, foreclosures, garnishments, and tax liens with the exception of judgments for eviction.
- l. Two or less credit lines that are 90 to 120 days delinquent



- 7) Applicant must not have been convicted for the manufacture or distribution of controlled substances. All adult household members must be present at the initial interview.
- 8) Copies of prior year tax returns are required to confirm minor occupants are dependents of the applicant(s).
- 9) The applicant's source(s) of income must be legal and verifiable. The total household income must not exceed the maximum allowable income limit under the Low-Income Housing Tax Credit Program. Please see the Rent & Income Limit chart.
- 10) Any applicant not currently receiving income on a regular basis (for example Employment, Social Security, etc.) must show proof of ownership of liquid assets equal to two- and one-half times (2.5) the rent for the term of the lease agreement. Assets must be verifiable and be in your name, or you must have an ownership right in the assets (for example a savings account, retirement account or trust for which you are the beneficiary).
- 11) Applicants are financially responsible for any applicable fees that are associated with obtaining employment/income verifications that are necessary from 3<sup>rd</sup> parties, i.e. The Work Number. Typical costs associated with these services can range from \$3.00 to \$10.00 per verification.
- 12) Student Eligibility: The applicable definition of student is a full-time student at an educational institution with regular facilities, other than a correspondence or night school, during at least five months of the calendar year for which application for housing has been made. Under Low Income Housing Tax Credit regulations, if a single applicant or all applicants are full-time students and not married, then that household is not eligible.

In order for a household of full-time students to be considered eligible, they must meet one of the following criteria:

- All members of the household are married and either file or are entitled to file a joint tax return
  - The household consists of a single parent and his or her minor children, and both the parent and children are not a dependent of a third party.
  - At least one member of the household receives assistance under Title IV of the Social Security Act. (AFDC, TANF, CalWORKS, etc. Please note: SSA or SSI do not qualify)
  - At least one member is enrolled in a job training program receiving assistance under the Work Investment Act (WIA) formerly known as the Job Training Partnership Act, or similar federal, state or local laws as defined by HUD 4350.3 REV-2. The household consists of a tenant under the age of 24, who has exited the Foster Care system within the last 6 years.
- 13) This apartment community is designated as "Smoke-Free" including individual apartments, common areas and all building grounds.
  - 14) Any applicant, who purposefully falsifies, misrepresents or withholds any information related to program eligibility or submits inaccurate and/or incomplete information on the application will not be considered for housing. Furthermore, if such misrepresentation or omission is discovered after tenancy has begun, the tenancy may be terminated, and further legal action taken.
  - 15) All applicants are offered equal opportunity and are encouraged all to apply regardless of race, color, national origin, sex (gender), religion, disability, familial status, marital status, ancestry, sexual orientation, medical condition, age, source of income, gender/gender identity/gender expression, genetic information or any arbitrary reason.
  - 16) Applicable laws prohibit discrimination in all housing programs on the basis of disability. This prohibition applies to all persons associated with the programs including applicants, vendors, residents, employees and prospective employees. Please inform our office should you require a Reasonable Accommodation, so we may engage in an interactive process with you to determine what reasonable accommodations can be made to provide you with equal access to housing.

- 17) Management reserves the right of disqualification to ensure that management meets its obligations to maintain the rules and regulations for the property for all residents. An applicant can be disqualified if they display or have displayed behaviors that would violate the rules and regulations of the property if they were a resident.
- 18) An applicant must complete/provide and return all the paperwork requested within the stated deadlines. Normally, three (3) full business days, from the time the information is requested, will be given to the applicant to submit the information. If information is not received timely, the applicant will be automatically passed over unless the applicant has requested and obtained an extension of time. Applicants should request extensions in writing.
- 19) The processing and acceptance of the rental application and its application fee does not constitute a guarantee of acceptance for housing at **The Cannery Apartments**. All applicants must undergo and pass the Resident Selection Criteria, and income selection criteria as described herein prior to acceptance. Acceptance or denial of tenancy will be communicated in writing.

**Rent and Income Chart\* (subject to change prior to occupancy & availability)**

Rents

1 Bdrm Apt: \$1,195 to \$1,445      2 Bdrm Apt: \$1,432 to \$1,731      3 Bdrm Apt: \$1,655 to \$2,001

Maximum Income Limits by Household Size

One Person	\$46,550 to \$55,860
Two Persons	\$53,200 to \$63,840
Three Persons	\$59,850 to \$71,820
Four Persons	\$66,500 to \$79,800
Five Persons	\$71,850 to \$86,220
Six Persons	\$77,150 to \$92,580
Seven Persons	\$82,500 to \$99,000

**Agreement and Acknowledgement:**

**I/We have read and understand this Resident Selection Criteria. Any questions that I/we may have had have been answered by Management. I/We fully understand if it is discovered that the I/we have given falsification of information or have not accurately completed the application to avoid negative information being found, the application will be denied. If a lease has been entered into and such information is discovered, legal action will be taken to terminate the tenancy. Every household will receive a copy of this document, once executed, and the original will be placed in the applicant’s file.**

\_\_\_\_\_  
**Applicant Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Applicant Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Applicant Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Applicant Signature**

\_\_\_\_\_  
**Date**



Form 1

**LEASE ADDENDUM**  
**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date



Form 2

**WSH Management (“CPM”)**

## **Notice of Occupancy Rights under the Violence Against Women Act<sup>1</sup>**

### **To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that «Community» is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

### **Protections for Applicants**

If you otherwise qualify for occupancy or assistance at «Community», you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

### **Protections for Tenants**

If you reside at «Community», you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights at «Community» solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

### **Removing the Abuser or Perpetrator from the Household**

CPM may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If CPM chooses to remove the abuser or perpetrator, CPM may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, CPM must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, CPM must follow Federal, State, and local eviction procedures. In order to divide a lease, CPM may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

### **Moving to Another Unit**

Upon your request, CPM may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, CPM may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) **You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) **You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

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<sup>1</sup> Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

<sup>2</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

**(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

CPM will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

CPM's emergency transfer plan provides further information on emergency transfers, and CPM must make a copy of its emergency transfer plan available to you if you ask to see it.

### **Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

CPM can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from CPM must be in writing, and CPM must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. CPM may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to CPM as documentation. It is your choice which of the following to submit if CPM asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by CPM with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that CPM has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, CPM does not have to provide you with the protections contained in this notice.

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

### **Confidentiality**

CPM must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

CPM must not allow any individual administering assistance or other services on behalf of CPM (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

CPM must not enter your information into any shared database or disclose your information to any other entity or individual. CPM, however, may disclose the information provided if:

- You give written permission to CPM to release the information on a time limited basis.
- CPM needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires CPM to release the information.

VAWA does not limit CPM's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

#### **Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, CPM cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if CPM can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If CPM can demonstrate the above, CPM should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

#### **Other Laws**

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

#### **Non-Compliance with The Requirements of This Notice**

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with the office of Cruz Guardado, Director of Compliance, WSH Management, 18881 Von Karman Ave., Suite 720, Irvine, CA, 92612. Phone (949) 748-8209 or Housing and Urban Development, 300 North Los Angeles Street, Suite 4054, Los Angeles, CA 90012. Phone: (213) 894-8000.

#### **For Additional Information**

You may view a copy of HUD's final VAWA rule at <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf>. Additionally, CPM must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact the office of Cruz Guardado, Director of Compliance, WSH Management, 18881 Von Karman Ave., Suite 720, Irvine, CA, 92612.

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

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#### **Contact information for relevant local organizations**

For help regarding **sexual assault**, you may contact the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>. You may also contact:

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#### **Contact information for relevant local organizations**

Victims of **stalking** seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>. You may also contact:

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#### **Contact information for relevant local organizations**

\_\_\_\_\_  
Applicant / Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant / Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant / Tenant Signature

\_\_\_\_\_  
Date

## **Attachment: Certification form HUD-5382**

**Check one:**

**Applicant**

**Guarantor** (Credit Report Only)

**Applying for:**  **One Bedroom**    **Two Bedroom**    **Three Bedroom**

(All sections must be completed).

**Separate applications required from each occupant 18 years of age or older.**

Applicant Information							
Last Name		First Name		Middle Initial	Date of Birth	Age	Email Address
Government Issued Photo ID#					State	Home Phone # ( )	Cell Phone # ( )
1.	Present Address			City	State	Zip Code	Date In
	Owner/Manager Name			Owner/Manager Phone #	Rent \$/mo.	Reason for moving out	
<b>5 Year Residency History:</b> Please list all other addresses you have resided at in the past 5 years. Use additional sheets if needed.							
2.	Previous Address (if within 5 years)			City	State	Zip Code	Date In
	Owner/Manager Name			Owner/Manager Phone #	Rent \$/mo.	Reason for moving out	
3.	Previous Address			City	State	Zip Code	Date In
	Owner/Manager Name			Owner/Manager Phone #	Reason for moving out		
4.	Previous Address			City	State	Zip Code	Date In
	Owner/Manager Name			Owner/Manager Phone #	Reason for moving out		
Household Composition:							
List all persons who will be living in the unit. List all members you anticipate living with you at least 50% of the time in the next 12 months and include anyone who is not currently a household member but is anticipated to become one in the next 12 months.							
Full Name (first and last)			Date of Birth	Age	Government Issued ID#	Student Y or N	If "yes" Part time (PT) or Full Time (FT)*

\* The applicable definition of student is a full-time student at an educational institution with regular facilities, other than a correspondence or night school, during at least five months of the calendar year for which application for housing has been made. Under LIHTC regulations, if a single applicant or all applicants are full-time students and not married, then that household is not eligible as an LIHTC unit.

If **every** household member listed above is indicated as a full-time (FT) student, please check the following if applicable:

- All members of the household are married and either file or are entitled to file a joint tax return
- The household consists of a single parent and his or her minor children, and both the parent and children are not a dependent of a third party.
- At least one member of the household receives assistance under Title IV of the Social Security Act. (AFDC, TANF, CalWORKS, etc. Please note: SSA or SSI do not qualify)
- At least one member is enrolled in a job training program receiving assistance under the Work Investment Act (WIA) formerly known as the Job Training Partnership Act, or similar federal, state or local laws as defined by HUD 4350.3REV-2.
- The household consists of a tenant under the age of 24, who has exited the Foster Care system within the last 6 years.



Income Information			
<b>Employment Information (If employed)</b>			
Employer name		Employer address	
Date of Hire?	Supervisor's Phone # ( )	City, State, Zip	
Name of your supervisor		Hours worked per week: \$ _____ Per Hour                      \$ _____ Per Year	
<b>Other Income Information</b> Identify each source of income currently received or anticipated to be received in the next 12 months.			
Source of Income		Amount: \$ _____ per/ (check one) <input type="checkbox"/> Week <input type="checkbox"/> Month <input type="checkbox"/> Year	
		Amount: \$ _____ per/ (check one) <input type="checkbox"/> Week <input type="checkbox"/> Month <input type="checkbox"/> Year	
		Amount: \$ _____ per/ (check one) <input type="checkbox"/> Week <input type="checkbox"/> Month <input type="checkbox"/> Year	
<b>Total Gross Annual Income: (from all sources):</b> \$ _____.		Are you receiving Rental Assistance If yes, List source. <input type="checkbox"/> Section 8 Housing Choice Voucher <input type="checkbox"/> Other: _____.	
<b>Asset Information</b> Complete as applicable or write N/A if not applicable.			
Type of Asset	Name of Financial Institution	Cash Value	Acct. #
1. Checking Account (6 month average balance)		\$	
2. Savings Account (current balance)		\$	
3. Other:		\$	
4. Other:		\$	
5. Other:		\$	
Has any adult family member sold, given away, or otherwise disposed of any assets or money during the last two years for less than the fair market value? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, list items and date disposed:			

Automobile Information				
Automobile Make:	Model	Year	Color:	License Plate Number:
Automobile Make:	Model	Year	Color:	License Plate Number:

Pet Information	Non-Smoking Acknowledgment
Do you have a pet?    Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please describe:  Note: Assistive animals for the disabled are not considered to be pets but do require advance written approval of management.	I understand that this is a 100% non-smoking community and agree to comply with this policy. _____(initials).

Accessible Units
Would you or anyone in your household benefit from the features of an accessible unit? (Please check one) <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, type of unit needed? (Please check one) <input type="checkbox"/> Mobility <input type="checkbox"/> Hearing/ Visual
If an accessible apartment is not available are you willing to lease an apartment that is not accessible? (Please check one) <input type="checkbox"/> Yes <input type="checkbox"/> No

Emergency Contact Information			
In Case of Emergency Contact	Address	Phone	Relationship

Increase in Household Size Policy
The IRS 8823 Guide stipulates that any addition of a new member(s) to an existing low-income household requires the income certification for the new member of the household, including third party verification. If the project is a 100% LIHTC project, then the new tenant's income is added to the income disclosed on the existing household's original income certification. The Cannery Apartments further stipulates that if the new household member is a current tenant's spouse, the unit must be certified as a new income-qualified household.
By <b>initialing</b> this I <b>agree</b> to the <b>Increase in Household Size Policy</b> outlined above. <b>Initial</b> _____

Please answer the following questions:	Yes	No
Have you ever been evicted or asked to move?		
Have you ever filed for bankruptcy?		
Have you ever been convicted of a crime against another person?		
Have you ever been convicted of selling, distributing or manufacturing illegal drugs?		
If any question is answered "YES", please explain fully:		

**\*\*\*PLEASE COMPLETE THE APPLICANT CONSENT ON THE NEXT PAGE\*\*\***



**Applicant Consent:**

I certify that all information provided in this rental application is true and complete to the best of my knowledge and understand that this information will be used to verify eligibility under low income tax credit program and any other applicable affordable housing programs under which I applied. I further understand and agree that the owner/management agent will use this information to investigate my credit worthiness through credit bureau, criminal checks and landlord verification. I further understand that any applicant, who purposefully falsifies, misrepresents or withholds any information related to program eligibility or submits inaccurate and/or incomplete information on this application will not be considered for housing. Furthermore, if such misrepresentation or omission is discovered after tenancy has begun, I understand that I may be subject to termination of tenancy or punishable by law.

I authorize, without reservation, any party or agency contacted to furnish, completely and without limitation, any and all of the above mentioned information and any other information related thereto. Further, I will release from liability and will defend and hold harmless all requesters and suppliers of information in accordance herewith.

The undersigned makes application to rent housing accommodations designated for the amount and location as set forth below and upon approval of this application agrees to sign a rental or lease agreement and to pay all sums due, including the requested deposits before occupancy. All information provided is considered confidential and will be handled accordingly.

**Falsification of information herein will result in automatic denial of application.**

Owner/Agent will require a payment of \$25.00 per Applicant, which is to be used to screen Applicant with respect to credit history and other background information.

The amount charged is itemized as follows:

1. Actual cost of consumer report, unlawful detainer (eviction) search, and/or other screening reports \$25.00
2. Cost to obtain, process and verify screening information (may include staff time and other soft costs) \$ \_\_\_\_\_
3. Total fee charged (cannot exceed \$44.51 per applicant, which may be adjusted annually with the CPI as of 2013) \$25.00

The undersigned is applying to rent the premises designated as: **The Cannery**

Apt. No. \_\_\_\_\_ Located at **1111 Lewis Street, Gilroy, CA 95020.**

The rent for which is \$ \_\_\_\_\_ per month. Upon approval of this application, and execution of a rental/lease agreement, the applicant shall pay all sums due, including required security deposit of \$ \_\_\_\_\_, before occupancy.

Applicant's Signature

Applicants Name Printed

Date

**\*\*\*PLEASE REFER TO THE RENTAL CRITERIA FOR ADDITIONAL INFORMATION\*\*\***

