CARITAS MANAGEMENT CORPORATION (CMC) RESIDENT SELECTION PLAN 4742 MISSION – BMR UNITS

INTRODUCTION

The purpose of the Resident Selection Plan is to establish fair and equitable guidelines for selecting applicants to occupy housing units under the Residential Inclusionary Affordable Housing Program ("Program") governed by San Francisco Planning Code Section 415 *et seq.,* and administrated by the San Francisco Mayor's Office of Housing and Community Development ("MOHCD").

I. POLICY ON NON-DISCRIMINATION

It is the policy of CMC to comply fully with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Fair Housing Amendments of 1988, the San Francisco Fair Chance Ordinance for People with a Prior Arrest or Conviction Records and any legislation which may subsequently be enacted protecting the individual rights of residents, applicants, or staff. CMC shall not discriminate because of race, color, creed, religion, sex, gender identity, marital or domestic partner status, sexual preference, national origin, ancestry, age, physical disability, prior arrest or conviction records, Acquired Immune Deficiency Syndrome (AIDS) or HIV status in the leasing, rental, or other disposition of housing or related facilities.

II. POLICY ON PRIVACY

It is the policy of CMC 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 CMC. Therefore, neither CMC 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 CMC's ability to collect such information as it may need to determine eligibility, compute rent, or determine an applicant's suitability for tenancy. Consistent with the intent of Section 504 of the Rehabilitation Act of 1973, any information obtained on handicap or disability will be treated in a confidential manner.

III. ELIGIBILITY REQUIREMENTS

UNIT SIZE (55% AMI)	MINIMUM GROSS INCOME (at 2x rent)	MAXIMUM INCOME 65% of Area Median Gross Income for 2026
STUDIO MONTHLY RENT $1,405	$2810/ month	One person $73,750/year Two persons $84,300/year
ONE BEDROOM MONTHLY RENT $1,594	$3188/ month	One person $73,750/year Two persons $84,300/year Three persons $94,850/year
TWO BEDROOMS MONTHLY RENT $1,785	$3570/ month	Two persons $84,300/year Three persons $94,850/year Four persons $105,350/year Five persons $113,800/year
UNIT SIZE (80% AMI)	**MINIMUM GROSS INCOME (at 2x rent)**	**MAXIMUM INCOME 90% of Area Median Gross Income for 2026**
STUDIO MONTHLY RENT $2,114	$4228/ month	One person $102,100/year Two persons $116,750/year
ONE BEDROOM MONTHLY RENT $2,404	$4808/ month	One person $102,100/year Two persons $116,750/year Three persons $131,300/year
TWO BEDROOMS MONTHLY RENT $2,697	$5394/ month	Two persons $116,750/year Three persons $131,300/year Four persons $145,900year Five persons $157,550/year

THREE BEDROOMS MONTHLY RENT $2,986	$5972/ month	Three persons $131,300/year Four persons $145,900/year Five persons $157,550/year Six persons $169,250/year Seven persons $180,900/year
UNIT SIZE (110% AMI)	**MINIMUM GROSS INCOME (at 2x rent)**	**MAXIMUM INCOME 130% of Area Median Gross Income for 2026**
STUDIO MONTHLY RENT $2,385	$4770/ month	One person $147,500/year Two persons $168,600/year
ONE BEDROOM MONTHLY RENT $2,416	$4832/ month	One person $147,500/year Two persons $168,600/year Three persons $189,650/year
TWO BEDROOMS MONTHLY RENT $3,774	$7548/ month	Two persons $168,600/year Three persons $189,650/year Four persons $210,750/year Five persons $227,550/year

- Rents and household maximum income requirements for future vacant units may be subject to change to reflect the most recently published MOHCD Inclusionary Rent and Income AMI charts. https://www.sf.gov/reports--may-2024--income-and-rent-limits-inclusionary-rental-units
- Applicant must be income eligible per the program regulations.
- Applicant's household size must meet the property's occupancy standards.
- Applicant must meet other program regulated eligibility requirements.
- Applicant must establish that applicant does not own an interest in a housing unit as of the date of application.
- Applicant must agree to pay the rent required by the program regulations.

- The unit must be Applicant's only residence.

- Applicant must complete and sign an application form in order to be considered for occupancy. Applicant will be considered conditionally eligible for housing based solely on statements given on the application form. Each household member must provide consents for verification of all sources of income or other information relative to occupancy in the community. The information provided must contain enough information for CMC to make an initial determination of the income eligibility of the household; the size of unit desired or needed and sufficient information to screen Applicant's prior landlord history.

- Applicant must consent to CMC's requirement to obtain a credit and unlawful detainer background history and must provide sufficient information to enable CMC to secure such reports.

- If Applicant or all members of Applicant's household are full-time students as defined under the California Tax Credit Allocation Program, Applicant is not eligible under the program except under the exceptions contained in the IRS Section 42 (i) (3) (D).

IV. OCCUPANCY STANDARDS

Applicant's household size must be appropriate for the unit sizes available in accordance with the following occupancy standards and guidelines:

UNIT SIZE	# OF OCCUPANTS MINIMUM	# OF OCCUPANTS MAXIMUM
STUDIO	1	2
ONE BEDROOM	1	3
TWO BEDROOMS	2	5
THREE BEDROOMS	3	7

1. Units will be assigned so that a minimum of one (1) person will occupy each bedroom.

2. Units will be assigned so as not to require more than two (2) persons to occupy the same bedroom.

3. Households will not be required to use the living room for sleeping purposes.

4. When determining household size, every household member will be counted including foster children, and children living with separate parents or caretakers under a joint custody arrangement where the child lives with the household 30% or more of the time. Children under 6 years old are not counted towards occupancy.

5. All Spouses or Domestic Partners must be included in the Household and must appear on the application and lease.

6. Verified live-in attendants will be included in the household size in order to determine unit size but will not be counted in income determinations and may not appear on the lease.

V. OUTREACH AND MANAGEMENT OF THE LOTTERY

A. Affirmative Fair Marketing

All outreach must be in accordance with the MOHCD approved Marketing Plan ("Plan"). Any outreach material developed for the BMR units shall display the Equal Housing Opportunity logo and Handicapped/Accessibility logo and include the following; general information describing the units and the property's amenities, asking rents, the eligibility requirements specific to the BMR units, and CMC's Resident Selection Plan.

B. Submitting applications

Applications may submitted online at housing.sfgov.org

Only one application per household will be accepted. Submitting more than one application will be grounds for denial.

C. Lottery procedures

All applications received by the deadline will be placed in a public, random electronic lottery organized by CMC and MOHCD. All applications drawn in the lottery will be ranked on a list in lottery rank order according to the applicable preferences listed below.

D. Preferences

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CMC will observe preferences listed below, prioritized in the order listed. Households with US Military Veterans will get priority within the below

preference categories.

1. Applicants with a "Certificate of Preference" issued by the former San Francisco Redevelopment Agency.

2. Applicants with a "Displaced Tenant Housing Preference Certificate", (formerly EAHP), issued by Mayor's Office of Housing and Community Development.

3. Applicants with at least one member of the household who lives or works in San Francisco.

All preferences indicated will be verified.

VI. PROCEDURES FOR RESIDENT SELECTION

A. Selection Criteria

The ability of the applicant to abide by the lease agreement and the community rules will be assessed by CMC. CMC will verify all housing application data. There is a $35 nonrefundable fee for credit and background check processing.

The following screening criteria will be used for each adult applicant:

1. A credit report indicating a current FICO score of at least 620 or higher with financial responsibilities and a comprehensive unlawful detainer check will be obtained for each adult applicant. There must be no judgments, no accounts rated over 90 days delinquent or a bankruptcy within the previous one year to make the credit report acceptable.

   A credit score below 620 where the report contains no judgments, no accounts rated over 90 days delinquent or a bankruptcy within the previous one year the landlord will accept one of the following options:

   - Lease Guarantor. While Guarantor is not entitled to live in the BMR Rental Unit, they would guarantee that the rent will be paid by the guarantor if the Resident is not able to pay. If the Resident demonstrates good standing for their rental payment history over the previous 12-month lease period, then upon recertification the Landlord shall not require a guarantor for renewal of the lease. Guarantor must have at least 700 credit score and make 3 x rent so they have ample funds for personal expenses as well.

- Rent Insurance. The Landlord may secure rent guarantee insurance for tenants. The fee may be passed through to the Resident but may not exceed five percent (5%) of the maximum rent amount.

- Prepayment of Rent. The Landlord may allow the pre-payment of rent for no more than 12 months. At the end of the pre-payment period, the Resident may choose to either meet the Project's minimum qualification requirements or enter into another pre-payment agreement with Landlord.

A credit score below 620 where the report contains any judgments, any accounts rated over 90 days delinquent or a bankruptcy within the previous one year, unless satisfactorily explained, will result in a disqualification.

Applicant will not be denied for not having any credit history. Medical debt and /or student debt will not be held against an applicant. Debt amounts under $2500 will not be held against an applicant. Applicant must demonstrate ability to meet all monthly financial obligations.

2. All income/assets will be verified in writing from the income/asset sources on appropriate income verification forms. Gift Income will not be accepted for the applicant to meet the minimum rent to income ratio when initial income and asset calculations have resulted in a disqualification for under income as determined by MOHCD.

   The Property Manager will also run an additional report via LexisNexis for Judgments & Liens and will look at the last two years of Applicant's history.

3. Both the current and previous landlords (going back two years) will be contacted for information concerning the applicant's history of complying with lease requirements, including any documented lease violations and For Cause evictions. Ellis Act or Owner Move In evictions will not be held against an applicant.

4. Applicant must demonstrate the ability to pay the asking rent as defined in the Lease Agreement by meeting the minimum rent to income ratio set at 2x the monthly rent. If MOHCD determines that the 2x rent to income ratio isn't met, the applicant will be given the opportunity to provide one of the options outlined in IV. A. Item 1. Credit Standards of this RSC. Applicant will not be declined for any lack of previous rent paying history.

5. Applicant must have the ability to maintain the housing unit in accordance with

local health standards. No distinction will be drawn between a person who keeps his/her own house and one who does so with the assistance of an attendant.

6. Applicant must be income eligible per Program regulations and meet other Program eligible requirements.

7. Applicant's prior arrest and conviction records will not be considered until Applicant has been qualified for housing in accordance with the San Francisco Fair Chance Ordinance for People with Prior Arrests or Convictions records.

VII. REASONS FOR DENIAL

If Applicant is denied with MOHCD's consent, Applicant will receive a written Notice of Denial and the Applicant has 5 calendar days from the date of the Notice to appeal and submit additional documentation to CMC. MOHCD shall respond by the end 7 business days from the date of receiving the appeal. Applications will be denied for any of the following reasons:

1. Applicant or applicant's household exhibits blatant disrespect, disruptive or antisocial behavior toward CMC's staff.

2. A negative landlord recommendation, encompassing any documented lease violations and For Cause evictions within the previous two years.

3. Any denial for prior arrest or conviction record must be in compliance with the San Francisco Fair Chance Ordinance for People with a Prior Arrest or Convictions records.

4. A derogatory credit report as defined previously.

5. Falsification of any information on the application.

6. Applicant's eligibility income exceeds the maximum allowed by Program regulations.

7. Applicant does not meet Program regulated eligibility requirements.

8. Applicant declines a unit when offered.

9. Applicant fails to provide documents necessary to process the application.

10. Other good cause such as documented serious or repeated violation of the material terms and conditions of the Lease or a violation of applicable Federal, State or local law.

VIII. MITIGATING CIRCUMSTANCES

If an applicant fails to meet one or more of the Resident Selection Criteria, CMC will determine whether it is possible to admit the applicant through consideration of mitigating circumstances or by applying reasonable accommodation.

Mitigating circumstances would be verifiable facts that would overcome or outweigh information already gathered in the resident screening process. Mitigating circumstances shall be verified. The verifier must corroborate the reason(s) given by the applicant for the disqualifying circumstances, and indicate that the prospect for lease compliance in the future is good because the reason for his/her disqualifying circumstances is either no longer in effect or otherwise controlled. If the evidence of mitigating circumstances presented by the applicant relates to a change in medical condition or course of treatment, CMC shall have the right to refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance(s).

Where an applicant claims that prior unsuitable behavior, including failure to meet financial responsibilities resulted from alcoholism or drug addiction, and that he/she is not currently engaging in alcohol abuse or use of illegal drugs, acceptable verification of mitigating circumstances would have to establish that:

a) There is no current abuse of alcohol or use of illegal drugs. ***For illegal drugs, use shall constitute abuse***. Current shall be defined as within the last 180 days.

b) During the period for which the applicant has claimed no current use, the applicant's previously unsuitable behavior must have shown improvement. Unimproved behavior shall be taken to construe that the applicant's unsuitable behavior was not caused by alcohol or drug abuse. In any case, a lack of improvement in a previously unsuitable area shall result in a denied application for applicant(s) in this category.

c) The applicant has successfully completed or is participating in a supervised drug or alcohol rehabilitation programs or has otherwise been rehabilitated successfully and is no longer engaging in the use of illegal drugs or abuse of alcohol.

CMC shall also have the right to request further information reasonably needed to verify the mitigating circumstances, even if such information is of a medically confidential nature. If the applicant refuses to provide or give access to such

information, CMC will give no further consideration to the mitigating circumstances.

IX. RIGHT TO REASONABLE ACCOMODATION

If an applicant has a disability and as a result of the disability needs:

- a change in the rules or policies, a change or repair to a unit or a special type of unit, a change or repair to some other part of the Development, that would give an applicant an equal chance to live at the Development and use the facilities and take part in any programs offered on-site, a change in the way CMC communicates or gives information to an applicant, applicant may ask for a Reasonable Accommodation.

- CMC shall determine if the request for accommodation is reasonable. Applicant must complete a Reasonable Accommodation Request form, which will be forwarded to applicant's medical/health care provider for verification and certification of both disability and requested accommodation. CMC and Owner, shall determine if the requests reasonable. If the request is reasonable and does not pose undue financial or administrative burden to the housing development, CMC shall work with Owner shall make the requested changes.

X. FINAL ELIGIBILITY DETERMINATION

CMC/MOHCD will make a final eligibility determination on each applicant only after all the above factors have been adequately verified. Eligible applicants will be notified of their status and a move-in date and resident orientation will be scheduled. Ineligible applicants will be notified in writing of the reason for their ineligibility and will be informed that they may appeal the decision.

XI. OTHER FEES & UTILTIES PAID BY THE RENTER

Fees	Amount and Frequency
Late Fee (Cannot exceed 5% of rent or $100; whichever is lower)	A late fee equal to 5% of the monthly rent will be charged Late Payment is assessed after the 4th of each month
Returned Check	$25 first occurrence. $35 thereafter

Renter's Insurance	☒ Required ☐ NOT Required If required, please explain how BMR renter's insurance will be paid: Owner covers BMR unit paid directly to provider. (Tenant may choose to cover their personal property at their own expense)
Utilities paid by Renter	PGE. Telephone, cable and internet

The following fee schedule below is updated no more than once per year. BMR fees cannot exceed eighty percent (80%) of the comparable market-rate fee.

***Fees**	**Amount and Frequency**	
	Market Rate	**BMR**
Lock-out Fee	$50	$40
Unit Key Replacement	$25	$20
Mail Key Replacement	$10	$8
Lock Change Fee	$75	$50
Parking Garage Key Replacement	n/a	n/a
Fob Replacement	$100	$80
Monthly Pet Fee	No Fees	No Fees
Pet Deposit	n/a	n/a
Storage Locker	n/a	n/a
Other Fees (Please describe)	n/a	n/a

Please note that if the fees as stated in this RSC Section XI "Other fees & utilities paid by the renter" conflict with the fees shown in the signed lease, the fees schedule in the RSC shall supersede those fees in the lease.

Resident Signature: Date

Resident Signature: Date

Resident Signature: Date

Resident Signature: Date

Resident Signature: Date

Resident Signature: Date

Landlord Signature Date

WE ARE AN EQUAL OPPORTUNITY HOUSING PROVIDER