

# Kirkland Annex

7810 SE Foster Road • Portland, OR 97206-5168

Phone 503.774.8885 • Fax 503.774.9180

www.theunionmanors.org



Dear Prospective Resident:

Thank you for your inquiry regarding residency at Kirkland Annex. This facility is a 50 unit non-profit apartment complex for the elderly and mobility-impaired. We are situated in southeast Portland on Foster Road close to 1-205, Eastport Plaza and Clackamas Town Center. We have enclosed an Application for Residency, a Reference Checklist, an authorization to release credit information, a citizenship declaration and copies of the Criteria for Residency and Waiting List Policies. Please read each form carefully and complete each as accurately as possible.

You must complete the Application, sign the Reference Checklist and authorization for release of credit information and complete the citizenship declaration. After receipt of these completed forms, your application will be reviewed. If your application is not accepted, you will be notified and given 14 days to appeal that denial. Otherwise, your name will be placed on our waiting list.

Kirkland Annex offers rental assistance to those who qualify under regulations of the Section Eight Program of the United States Department of Housing and Urban Development. The amount of rent you would pay is calculated at 30% of your adjusted income. Rent does not include utilities, such as electricity, natural gas, your telephone or cable television.

Kirkland Annex is a smoke free facility. No tenant, relative or guest shall be permitted to smoke anywhere on the entire premises including, but not limited to, apartments, the common area, elevators, stairwells, landings, garden, sidewalks and parking lot.

We thank you very much for your inquiry. Please be aware that waiting time for an apartment is given only as an approximate period of time. Due to the length of our waiting list at the present time, there is no method to determine an exact waiting time. We suggest you contact our office periodically as to your status on the waiting list. This will keep you informed as well as helping us keep our waiting list updated. If any information on your application changes such as address and/or telephone number, we ask that you notify us immediately in order to keep your application information current.

Sincerely,

A handwritten signature in blue ink that reads "Nelson Franks". The signature is fluid and cursive, with a long horizontal stroke at the end.

Nelson Franks

## RETIREMENT LIVING AT ITS BEST

This facility does not discriminate on the basis of handicapped status in the admission or access to, or treatment or employment in, its federally assisted programs or activities. The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 DCFR Part 8 dated June 2, 1988)  
Greg Franks, 1625 SE Lafayette Street, Portland, OR 97202-3862, phone 503.231.4922, fax 503.235.5915



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## Kirkland Annex

Kirkland Annex (formerly known as Summer Run) a charming 50 unit Affordable Retirement Living complex, was built in 1984, to provide exceptional low income housing for the elderly.

Our retirement community has been benefiting seniors for more than 30 years by providing quality housing, and encouraging independence, strong community bonds, and close relationships among residents. Respected elders live, grow, and thrive at Kirkland Annex where they are supported and encouraged on a daily basis.

Manor Management Services, Inc. proudly manages and develops elderly housing for residents from all walks of life. We are happy to offer safe, sound, comfortable, affordable living - free from daily concerns. Manor Management's motto is, "We work with what we care about - housing for seniors - and enjoy doing what we're good at."

Come Visit Us Today  
503-774-8885

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## Kirkland Annex

Retirement Apartments

7810 SE Foster Road • Portland, OR 97206



## Kirkland Annex

*Retirement Apartments*

7810 SE Foster Road  
Portland, OR 97206

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## Kirkland Annex

is conveniently located with easy access to public transportation and shopping.



Located near Southeast 82nd Avenue and Interstate 205 with easy access to the TriMet bus and the Max Transit Line. Grocery, pharmacy, banking, and household items can be found at the nearby Fred Meyer or Walmart Superstore. Check out a book at either Portland Community College's library or the public library just minutes away. Or you might be in the mood to see a movie at the Century 16 Theater just a few minutes away.

## Kirkland Annex

offers affordable, quality senior living.

Kirkland Annex's architectural design is comfortably inviting. Several spacious common areas offer an ideal spot for quiet reading, intimate chats, or large social gatherings.

Apartments offer quiet, functionality, and privacy. Approximate living space for a studio is 383 square feet, and a one-bedroom unit is 483 square feet. Bring your furnishings and make it your own charming home. You can also enjoy the community room that opens out onto a beautiful patio and garden area.

### AFFORDABLE QUALITY RETIREMENT LIVING

7810 SE Foster Road  
Portland, Oregon 97206

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Fax 503-774-9180

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## Kirkland Annex

is a warm and friendly community.



Our atmosphere at Kirkland Annex is relaxed and friendly. The sitting area, located in the main entrance lobby, seats visitors and unhurried residents comfortably on their way in or out of the building.

The friendships residents build at Kirkland Annex offer the wonderful gift of socialization. Whether you want a quiet night on the couch with a good book, or to spend some time enjoying the company of others playing a board game, it's all right here at Kirkland Annex.



# **Kirkland Annex, LLC.**

## **Criteria for Residency Tenant Selection Plan**

Kirkland Annex houses elderly persons and mobility-impaired persons who meet the definition of "handicapped"\* without regard to race, creed, color, familial status, religion, handicap, disability, national origin, or gender. Rent subsidies are available to those who qualify.

The guidelines stated below are intended to be used for determining who can be accepted and who can continue to reside after admission.

### **Eligibility**

1. The head of household, co-head or spouse must be sixty-two (62) years of age or older. Applicants may be under sixty-two (62) years of age if they are in need of a mobility accessible apartment.
2. An applicant must meet income guidelines for Very-low or Extremely-low income as set forth by HUD, where applicable. For current income limits contact the office.
3. An applicant must conduct himself/herself in a manner which does not threaten the health and safety of residents, staff, guests or the facility itself.
4. Applicants must disclose social security numbers for all household members and must provide HUD acceptable documentation of social security number as outlined in SSN Requirements in this Plan.
5. All adults in each family must sign an Authorization for Release of Information prior to receiving assistance and annually thereafter.
6. The unit for which the household is applying must be the household's only residence.

\*A person shall be considered handicapped if such person is determined to have an impairment which (a) is expected to be of life long-continued and indefinite duration, (b) substantially impedes his ability to live independently, and (c) is of such nature that such ability could be improved by more suitable housing conditions.

7. Applicant(s) agrees to pay the rent required under the program.
8. Only U.S. citizens, U.S. nationals or eligible non-citizens may receive assistance.
9. Applicants must provide acceptable documentation for the following: proof of age; U.S. naturalization, U.S. citizenship or eligible immigration status; and photo identification (these items will be photocopied and retained as a part of this application).
10. Noncitizens must sign a Verification Consent Form and submit documentation of their status or sign a declaration that they do not claim to have eligible status.
11. U.S. citizens or U.S. nationals must sign a declaration of citizenship.
12. A mixed household – a household whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status – may receive prorated assistance, continued assistance, or a temporary deferral of termination of assistance. All information reported is subject to verification prior to acceptance to the wait list, prior to the unit offer, prior to completion of the lease, and during tenancy.
13. Circumstances of temporary deferment of assistance - none.

### **Student Eligibility Rule**

A student who is otherwise eligible and meets screening requirements is eligible for assistance if the student meets the criteria indicated below. Section 8 assistance shall be provided to any individual who is enrolled as either a part-time or full-time student at an institution of higher education for the purpose of obtaining a degree, certificate, or other program leading to a recognized educational credential; when the student:

- 1) is classified a Vulnerable Youth; A student meets HUD's definition of a vulnerable youth when:
  - a. will be 24 years of age or older by December 31<sup>st</sup> of the award year;
  - b. The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age or older;
  - c. The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal residence;
  - d. is a veteran of the Armed Forces of the United States or is currently serving on active duty in the Armed Forces for other than training purposes;
  - e. is a graduate or professional student;
  - f. is a married individual
  - g. has legal dependents other than a spouse;

- h. The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth (as such terms are defined in section 725 of the McKinney-Vento Homeless Assistance Act) (42 U.S.C. 11431 et seq.), or as unaccompanied, at risk of homelessness, and self-supporting, by
- i) A local educational agency homeless liaison designated pursuant to the McKinney-Vento Homeless Assistance Act;
  - ii) The director of a program funded under the Runaway and Homeless Youth Act or a designee of the director;
  - iii) The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (relating to emergency shelter grants) or a designee of the director; or
  - iv) A financial aid administrator; or

2) The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances.

Any financial assistance a student receives (1) under the Higher Education Act of 1965, (2) from private sources, or (3) from an institution of higher education that is in excess of amounts received for tuition and other fees is included in annual income, except:

1. If the student is over the age of 23 with dependent children or
  2. If the student is living with his or her parents who are receiving section 8 assistance
- Financial assistance that is provided by persons not living in the unit is not part of annual income if the student meets the Department of Education's definition of "vulnerable youth".

If any applicant or existing household member meets the definition of independent student (full-time or part-time) as defined by the U.S. Department of Education, the Owner must determine student's eligibility for Section 8 assistance.

Section 8 assistance cannot be provided to any individual who:

- a.) is enrolled as either a part-time or full-time student at an institution of higher education for the purpose of obtaining a degree, certificate, or other program leading to a recognized educational credential; and
- b.) is under the age of 24 by December 31 of the award year; and
- c.) is not married; and
- d.) is not a veteran of the United States Military; and
- e.) does not have a dependent child; and
- f.) is not a person with disabilities, as such term is defined in 3(b)(3)(E) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(3)(E)) and was not receiving section 8 assistance as of November 30, 2005). and
- g.) is not living with his or her parents who are receiving Section 8 assistance; and

h.) is not individually eligible to receive Section 8 assistance or has parents (individually or jointly) who are not income eligible to receive Section 8 assistance.

If an ineligible student is a member of an applicant household or an existing household receiving Section 8 assistance, the assistance will be denied or terminated.

Eligibility for Section 8 assistance for a student independent of parents requires demonstration of independence from parents that will include verification from the student that he or she: a.) is of legal age to contract and b.) review and verify previous address information to determine evidence of a separate household or verifying the student meets the U.S. Department of Education's definition of "independent student" and c.) review of prior year income tax return to verify if a parent or guardian has claimed the student as a dependent, except if the student meets the U.S. Department of Education's definition of "independent student" and d.) obtain written certification by a parent of the amount of financial support that parent provides to the student, or written certification that the parent provides no financial support to the student.

Unless the student is determined independent as described above, the eligibility for Section 8 assistance will be based on both the student and parents being determined income eligible for Section 8 assistance. Both the student's income and parent's income must be separately assessed for income. Additionally, any financial assistance of the student in excess of tuition will be included in annual income for determination of Section 8 eligibility unless the student is over the age of 23 with dependent children.

### **Protections Under The Violence Against Women Reauthorization Act of 2013 (VAWA)**

The Violence Against Women Act (VAWA) provides protections to women or men who are the victims of domestic violence, dating violence, sexual assault and/or stalking – collectively referred to as VAWA crimes. Kirkland Annex, LLC. dba Kirkland Annex understands that, regardless of whether state or local laws protect victims of VAWA crimes, people who have been victims of violence have certain rights under federal fair housing regulation.

An applicant's status as a victim of domestic violence, dating violence, sexual assault, or stalking is not a basis for denial of admission, if the applicant otherwise qualifies for assistance or admission.

It is the policy of management to support or assist victims of VAWA crimes and protect victims from being denied housing or from losing their HUD-assisted housing as a consequence of domestic violence, dating violence, sexual assault or stalking. If you feel you are a victim, you are encouraged to contact management. You are entitled to a Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, form HUD-5382. Your information will be kept confidential.

## Occupancy Standards

0 bedroom units (studios) will be offered to single applicants only.

1 bedroom units will be limited to two persons maximum.

## Head Of Household Designation

Households with **2 adult members**, must designate one adult as Head of Household.

Additional adults must be designated a status, **based on their relationship to the Head**. All adults will be defined under the following relationship codes, which are required by HUD for subsidy tracking:

**H** - Head

**S** - Spouse (There either can be a spouse or co-head, but not both.)\*

**K** - Co-head

**D** - Dependent

- 18 or older and disabled or a full-time student.
- Full-time student (regardless of age) away at school but lives with family during school breaks

**O** - Other Adult Member

- Adult who is not the head, spouse or co-head and whose income is counted in determining the family's annual income.

**Please select S, K, D, or O for all adults.**

\* Couples in a spousal relationship, regardless of legal marital status or gender, should designate a Head and Spouse.

## Application Processing

1.) A completed and signed Application for Residency packet including, but not limited to, completed declaration of citizenship or eligible immigration status; social security card or other acceptable documentation of Social Security Number(see SSN Requirements) and photo identification as required which will be photocopied and retained as a part of the application must be submitted.

2.) Authorization(s) for release of information.

Once all materials have been received, the application will be evaluated and inquiries made which include but not limited to any and/or all of the following: Prior Tenant History, References, Criminal History, Public Records, Verification of Information and Credit History. The final decision as to an applicant's eligibility will be made by

Administration. In the event that an applicant is rejected, the applicant shall have fourteen (14) days to respond in writing or to request a meeting to discuss the rejection. Within five (5) business days of the owner's response or meeting, the owner must notify in writing of the final decision of eligibility. Responses may be directed to Greg Franks, 1625 Southeast Lafayette Street, Portland, Oregon 97202-3862, 503-231-4922 or to Multifamily West Region, Branch Chief Asset Management, US Dept of HUD, One Sansome Street Suite 1200, San Francisco, CA 94104-4430. When an applicant is rejected, more detailed information concerning these appeal rights will be furnished at the time of rejection.

**The application process is as follows:**

1. Application issued to anyone requesting one. They can be picked up, mailed or downloaded from our website.
2. Application completed, signed by applicant(s) and returned. Completed application is dated (date and time) when received.
3. Wait list review is performed, including but not limited to the following;
  - a. Age of applicant(s) (elderly status)
  - b. References
  - c. Prior tenant history (landlord reference)
  - d. Criminal history
4. Accepted to wait list or rejected (see Screening Criteria)
  - a. **Acceptance to the wait list does not guarantee tenancy or unit offer.**
  - b. Rejected application to legal for review and rejection letter with appeal rights included.
5. When application advances to top of list according to date/time and preferences
  - a. Occupancy review/assessment is done.
  - b. Criminal and credit ordered and received (not to exceed 90 days of occupancy)
  - c. Applicant approved or rejected for unit offer (See Screening Criteria)
6. Contact applicant
  - a. Phone contact – at least 1 attempt on 3 separate days at varied times and
  - b. Written notification if phone contact is not made – allow seven days for response.
  - c. NOTE: If applicant fails to respond to contact, they will be removed from the wait list.
7. Acceptance by applicant: move-in date and interview scheduled.

## **Waiting List Policy**

Due to the demand of subsidized housing this project maintains a Wait List(s). An applicant's name(s) are placed on the Wait List for the apartment size (studio or 1 bedroom) for which they qualify based on the number of people in the household. Additionally, a list is kept for those applicants who require a specifically designed mobility impaired unit.

The first list is for non-accessible units and includes those families in which the head of household, co-head or spouse is age sixty-two (62) or older. The second list is for mobility-accessible units and includes families in which the head of household, co-head or spouse is age sixty-two (62) or older or families in which the head of household, co-head or spouse, is non-elderly, mobility-impaired person. The Manor attempts to ensure that accessible units are occupied by persons who will benefit from their specific design.

When no mobility-impaired persons, or families in which at least one person is mobility-impaired, are on the wait list for an accessible unit, families on the wait list in which head of household, co-head or spouse is age sixty-two (62) or older, will be offered a mobility impaired, accessible unit.

In general one's place on the wait list is determined by the date and time on which all completed application materials are received at the Office; however, acceptance to the wait list does not automatically guarantee eligibility for residency. Apartments are rented to eligible persons in the order of receipt; however, occupancy standards and preferential treatment are applied to certain persons who meet one or more of the criteria set forth under our **Preferences**.

Preferences are applied only after a determination of initial eligibility under the admissions criteria.

When an apartment is available the wait list will be utilized. Office staff will attempt to contact an applicant(s) via telephone. If necessary, office staff will attempt to contact three (3) times via telephone, on three (3) different days. A person who is advised of an available apartment has 48 hours from receipt of the phone call to notify the office of their intention to accept or refuse the available apartment. If three (3) phone call attempts have not been successful a letter will be sent via US Postal Service notifying the applicant(s) of the available apartment. If no response is received seven (7) days from the date of the mailing the applicant(s) will be removed from the wait list. It is the applicant(s) responsibility to update their Application for Residency, contact information; telephone number and address, if they move or a change is made.

Any eligible person(s) who are advised either by telephone or US Postal Service of an available apartment and refuses (does not accept) a third time, for any reason, will be

removed from the wait list. The applicant(s) may reapply at any time. However, their position on the wait list will be determined by the date and time their most recent application has been accepted.

We would not consider it to be multiple refusals if several apartments were available and the applicant refused all of them at the same time. If an apartment became available later, even if it's the next day, that would be considered a second refusal.

**For example:** Apartments 101, 102 and 103 are available. Office staff calls an applicant on the wait list on May 1<sup>st</sup>, to inquire if the applicant is interested in any of these apartments. The applicant cannot move. This is one refusal.

The next day, the office staff gets notice that unit 104 is moving out. On July 2<sup>nd</sup> a call is made to the applicant in the above scenario and say another apartment, besides what was referenced the previous day, is now coming open. The applicant again cannot move. This is the second refusal.

If applicants call to cancel, reschedule or do not show for their initial interview for a third time their name(s) will be removed from the wait list and will need to reapply. If applicants scheduled for a move-in appointment do not show they will be removed from the wait list and will need to reapply.

**Wait list closure:** The owner reserves the right to close the wait list when the owner's estimate of the wait time exceeds sixty (60) months. If the owner closes the wait list, the owner will inform potential applicants that the waiting list is closed, will refuse to accept additional applications, and will publish a notice to that effect in the most prominent publication serving local seniors. The owner would reopen the list when placement estimates fall below thirty-six (36) months. The owner will inform potential applicants the waiting list is open by publishing a notice to that effect in the same prominent publication serving local seniors as when they closed the list. The notice will include information of where and when to apply, rules for applying, and the order in which applications will be processed.

### **Preferences**

- 1.) Two (2) person households receive preference for one-bedroom units. If familial status is altered after initial application, waiting list status may change; i.e. bedroom to studio.
- 2.) Mobility-impaired persons who meet the definition of "handicapped" who already reside at Kirkland Annex and who do not have a unit designed for handicapped occupants receive preference over non-resident applicants for such units.

- 3.) Mobility-impaired persons who meet the definition of "handicapped" receive preference for units designed for handicapped occupants. Non-elderly mobility-impaired persons will only be rented units that are specifically-designed for handicapped occupants.
- 4.) Very-low income eligible persons per HUD guidelines receive preference;
- 5.) Extremely-low income eligible persons per HUD guidelines will only receive preference if the owner determines that the 40% income targeting requirement will not be met. (See Income Targeting Policy on page10).
- 6.) Unit Transfers (see Unit Transfers next section).
- 7.) Applicants providing documentation they have been displaced by a Presidential declared disaster are given priority on the waitlist ahead of other applicants.

Preferences can be cumulative and will supersede date and time placement on the wait list. Preferences for very low income or extremely low income may be coupled with preference for units designed for handicapped occupants, but will not supersede occupancy standards or two (2) person households preference to one-bedroom units.

### **Unit Transfers**

We allow for unit transfers for the following reasons:

- 1.) As an accommodation to an individual needing the benefit of an accessible unit designed for handicap/disability if applicable. A non-disabled person occupying that unit will sign an acknowledgement upon move-in and will be required to transfer to the next available unit should another resident or applicant request that accommodation.
- 2.) As a reasonable accommodation (See Reasonable Accommodation below). This request should be issued in writing. If you are unable to provide the request in writing, please notify management for assistance as possible.
- 3.) As a reasonable accommodation for an individual with a medical reason for a transfer (See Reasonable Accommodation below).
- 4.) The resident has requested and qualifies for a VAWA Imminent Threat Emergency Transfer.
- 5.) If a tenant reports an increase in household composition and is living in a studio (0) bedroom unit.
- 6.) As an accommodation to a household requiring a deeper subsidy not available in their current unit.

Tenants awaiting a transfer for any of the reasons above will be given priority above all applicants currently on the waiting list for the first unit to come available that will meet their request.

Reasonable accommodation requests must demonstrate: a.) an identifiable relationship, or nexus, between the requested accommodation and the individual's disability and b.) a benefit to the applicant to participate in the program, live in a dwelling, or to take advantage of the program services. Also it must not present an undue financial and/or administrative burden nor result in a fundamental alteration of the nature of the program.

Upon approval of a transfer request, those individuals in residence shall be given a preference to the next applicable available unit over non-resident applicants and in applicable chronological order with other residents requesting the same reasonable accommodations.

### **Reasonable Accommodations**

A Reasonable Accommodation is a change, exception, or adjustment to a program, service, building, dwelling unit, or workplace that will allow a person with disability to participate in the program, to live in a dwelling unit, to take advantage of the program services, or to perform a job.

A Reasonable Accommodation request should be issued in writing. If you are unable to provide the request in writing, please notify management for assistance as possible.

A reasonable accommodation request must demonstrate: a.) a identifiable relationship, or nexus, between the requested accommodation and the individual's disability and b.) a benefit to the applicant to participate in the program, live in a dwelling, or to take advantage of the program services. Management does not provide reasonable accommodations when the request is a matter of convenience or preference only.

Management may reject a Reasonable Accommodation request if it presents an undue financial and/or administrative burden or results in a fundamental alteration of the nature of the program. Management reserves the right to propose alternative accommodations based upon availability.

We maintain a Reasonable Accommodation Policy. We will be happy to supply a copy upon request.

### **Income Targeting Policy**

#### **Requirement**

Federal law sets the minimum percent of Section 8 units that must be rented to extremely low income persons each year. Of the dwelling units assisted under the Section 8 project-based

program that become available in any fiscal year, owners must target forty percent (40%) of admissions to extremely low income (ELI) persons – defined as families whose incomes do not exceed the higher of:

- The Federal Poverty Level or
- 30 percent of Area Median Income

### **Compliance**

Kirkland Annex has determined that the property’s current waiting list enables the owner to achieve the income targeting requirement by following the standard wait list order with no additional procedures.

Should the owner determine that the standard procedure may not achieve the income-targeting requirement, then the owner will immediately implement procedures to insure compliance by offering alternating between the first extremely low-income applicant on the wait list for the available unit, and then select the next eligible applicant from the top of the wait list (regardless of income level) for the next available unit. Available subsequent units selection will continue on an alternating basis until the forty percent (40%) target is reached.

### **Electronic Income Verification (EIV) Screening**

HUD provides the owner/agent with information about an applicant’s current status as a HUD housing assistance recipient. The owner/agent will use the Enterprise Income Verification System (EIV) Existing Tenant Report to determine if the applicant or any member of the applicant household is currently receiving HUD assistance. Nothing prohibits a HUD housing assistance recipient from applying to this property. The applicant must move out of the current property and/or forfeit any voucher before HUD assistance on this property will begin. If the applicant or any member of the applicant household fails to fully and accurately disclose rental history, the application may be denied based on the applicant’s “misrepresentation” of information.

This information will be reviewed on an annual basis, at each annual certification. If any household member receives or attempts to receive assistance in another HUD assisted unit while receiving assistance on this property, the household member will be required to reimburse HUD for assistance paid in error. This is considered a material lease violation and may result in penalties up to and including eviction and pursuit of fraud charges.

The owner/agent will also review EIV Income Reports no more than 90 days after move in certifications are submitted to TRACS.

## **Social Security Number (SSN) Requirements**

Effective January 31, 2010, all household members must provide:

1. The complete and accurate SSN assigned to each member of the applicant's household and
2. Documentation necessary to prove that the Social Security Number is accurate (verification)

For eligibility purposes, the requirement to disclose a Social Security Number is waived if no Social Security Number has been assigned and:

- A household member is 62 or older as of January 31, 2010 and eligibility determination started before January 31, 2010.
- A household member is an ineligible non-citizen. This household member does not qualify for assistance therefore household assistance will be prorated.
- A child under the age of 6 years added to the applicant household within the 6-month period prior to the household's date of admission. The household will have a maximum of 90-days after the date of admission to provide the Social Security Number and adequate documentation that the Social Security Number is valid. An additional 90 days may be granted under certain circumstances. If the household does not provide the Social Security Number and adequate documentation to verify the Social Security Number within the prescribed timeframe, HUD requires that the owner/agent terminate tenancy.

Failure to provide a Social Security Number at application will not preclude placement to the waiting list provided all other wait list review items can be completed. If offered a unit, non-exempt applicants must provide a SSN to proceed. Applicants not providing a SSN at that time will have 90 days to provide a SSN or they will be removed from the wait list. Residency cannot be obtained by non-exempt applicants without providing a SSN.

The owner/agent must deny and/or terminate HUD assistance, in accordance with the provisions governing the program, if the assistance applicant does not meet the applicable SSN disclosure, documentation, and verification requirements.

The Social Security Number provided will be compared to the information recorded in the Social Security Administration database (through HUD's Enterprise Income Verification (EIV) System) to ensure that the Social Security Number, birth date and last name match. If EIV returns an error that cannot be explained or resolved, assistance and/or tenancy may be terminated and any assistance paid in error must be returned to HUD.

If the applicant/resident deliberately provides an inaccurate Social Security Number, the owner/agent and/or HUD may pursue additional penalties due to attempted fraud.

## **General Policies And Prohibitions Against Discrimination**

We comply with Section 504 of the Rehabilitation Act of 1973 and the Fair Housing Act and other relevant civil rights laws and statutes.

We are an equal opportunity housing provider. We do not allow nor will we allow discriminatory practices to take place concerning properties under our ownership or management. We support the Fair Housing Equal Opportunity policy.

Equal housing will be provided for all persons. Owners and management will provide equal access to housing and will not discriminate in the rental of housing.

- There will be no discrimination based upon race, creed, color, familial status, religion, handicap, gender, disability, national origin, sexual orientation, gender identity or marital status.
- There will be no assignment of minorities to designated units or sections of a project.
- There will be no discrimination against females or males because of disproportionate mixture of sexes.
- There will be no maximum age for elderly tenants who otherwise qualify for residency.
- There will be no discrimination against socio-economic classes.
- There will be no priority to members of any organization sponsoring our housing. There will be no discrimination against non-members of any such organization.
- Local residency may not be made a prerequisite of admission.

This facility does not discriminate on the basis of handicapped status in the admission or access to, or treatment or employment in, its federally assisted programs or activities. The person named below has been designated to coordinate with the nondiscrimination requirements contained in the U.S. Department of Housing and Urban Development's regulations implementing Section 504 (24 DCFR part 8 dated June 2, 1988):

Greg Franks  
1625 SE Lafayette Street  
Portland, OR 97202-3862

Phone: 503-231-4922

Fax: 503-235-5915

TTY: 711

Email: [Greg@manormangement.com](mailto:Greg@manormangement.com)

### **Screening Criteria**

Kirkland Annex will review and screen applicants for admission to the wait lists and/or for tenancy.

**Admission will be denied if any of the following are determined:**

**Drug Abuse And Other Criminal Activity**

- Any household containing a member(s) who was evicted in the last five years from federally assisted housing for drug-related criminal activity.
- A household in which any member is currently determined to be illegally using a controlled substance, e.g. marijuana, or for which the owner has reasonable cause to believe that a member's illegal use or pattern of using a controlled substance may interfere with the health, safety, and right to peaceful enjoyment of the property by other residents. (Under Federal Law, the Controlled Substance Act (CSA), marijuana is classified as a schedule 1 controlled substance. The CSA prohibits all forms of marijuana use which includes (medical marijuana). Federal Law supersedes Oregon State Law.
- Any household member if there is reasonable cause to believe that member's behavior, from abuse or a pattern of abuse of alcohol, may interfere with the health, safety, and right to peaceful enjoyment by other residents.

A search of public records is done to determine whether the applicant or any household member has been convicted of, or pled guilty or no contest to any:

- drug related crime
- person crime
- sex offense
- crime involving fraud, including identity theft and forgery
- any other crime if the conduct for which the applicant was convicted or is charged is of a nature that would adversely affect property of the landlord or a tenant or the health, safety or right of peaceful enjoyment of the premises of residents, the landlord or the landlord's agent.
- owner may make an adverse housing decision based on the conduct underlying an arrest if the conduct indicates that the individual is not suitable for tenancy and the owner has sufficient evidence other than the fact of arrest that the individual engaged in the conduct. The conduct, not the arrest, is what is relevant for admissions and tenancy decisions.

A single conviction, guilty plea or no contest plea for any of the following shall be grounds for rejection of the application. If there are multiply convictions, guilty pleas or no contest pleas on the applicant's record, Owner/Agent may increase the number of years by adding together the years in each applicable category. Owner/ Agent will not consider expunged records.

- Any household member is subject to a state lifetime sex offender registration requirement.

- Felonies involving murder, manslaughter, criminally negligent homicide, aggravated vehicular manslaughter, arson, rape, kidnapping, child sex crimes, where the later of the date of disposition, release from incarceration or completion of parole has occurred in the last 20 years.
- Felonies not included above for drug-related crimes, person crimes, sex offenses, financial fraud crimes, burglary, forgery where the later of the date of disposition, release from incarceration or completion of parole has occurred in the last 10 years.
- Any felony not included above for theft, criminal mischief, coercion, animal abuse, where the later of the date of disposition, release from incarceration or completion of parole has occurred in the last 7 years.
- Misdemeanors involving drug-related crimes, person crimes, sex offenses, weapons, violation of a restraining order, criminal impersonation, criminal mischief, possession of burglary tools, financial fraud crimes, stalking where the later of the date of disposition, release from incarceration or completion of parole has occurred in the last 5 years.
- Misdemeanors not listed above involving theft, criminal trespass, property crimes or disorderly conduct where the later of the date of disposition, release from incarceration or completion of parole has occurred in the last 3 years.

### **Credit**

- Any household member has a history of failure to pay utilities within the last 3 years and/or a history of failure to pay rent to previous landlords.
- Applicant has a credit history that indicates failure to pay creditors for a period of over 120 days from the date debts were due and if there are 5 or more such delinquencies during the last three (3) years, the applicant will be rejected.
- In calculating total delinquencies, owner may consider medical bills as an extenuating circumstance. Owner reserves the right to consider the failure to pay medical bills as an extenuating circumstance.

### **Rental History**

- A judgment against an applicant in an eviction case in the last five (5) years.
- Any judgment against an applicant in an eviction case that is over five (5) years where the applicant continues to owe the landlord (or successors) any amounts related to the eviction.
- Note: Eviction proceedings dismissed without judgment will not bar admission.
- Prior landlord stating they would not rent again to the applicant.
- Prior landlord provides an unfavorable reference based on any of the following reasons:
  - Unpaid rent
  - Failure to maintain property
  - Failure to keep property in a clean and sanitary condition

- Disputes with other tenants, complaints of noise or disturbances of other tenants
- Abusive actions toward residents, employees or guests
  
- Other violations that related to or constituted a significant violation of lease or rental agreement
- Any actions that interfered with the health, safety or right to peaceful enjoyment of the premises by others

### **General**

Admission will be barred if management determines reasonable cause exists that applicant's prior or current behavior may interfere with the management of the building, health, safety, or right to peaceful enjoyment by other residents, staff, or guests.

Admission will be barred if management determines that any information on the application or in the application material is found to be false. Application information found to be false after obtaining housing shall be grounds for eviction.

Owner representative reserves the right to review rejected applications for extenuating circumstances.

**KIRKLAND ANNEX, LLC.  
NOTIFICATION OF NONDISCRIMINATION ON THE  
BASIS OF HANDICAPPED STATUS**

Kirkland Annex, LLC. dba Kirkland Annex does not discriminate on the basis of handicapped status in the admission or access to, or treatment or employment in, its federally assisted programs and activities.

The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR Part 8 dated June 2, 1988).

Greg Franks  
1625 S.E. Lafayette  
Portland, OR 97202  
Telephone: (503) 231-4922  
Toll free: (800) 201-4922  
TTY: 711  
Email: [greg@manormangement.com](mailto:greg@manormangement.com)

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# POLICY ON REASONABLE ACCOMMODATION

## KIRKLAND ANNEX, LLC

### INTRODUCTION

Kirkland Annex, LLC complies with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disabilities Act. Kirkland Annex, LLC will further comply with any subsequently enacted legislation and implementing rules and regulation protecting the residents, applicants and/or staff.

Section 504 stipulates that “no otherwise qualified individual with handicaps in the United States...shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...”. The Fair Housing Amendments Act regulations state “It shall be unlawful for any person to refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a handicapped person equal opportunity to use and enjoy a dwelling unit, including public and private areas.”

The definition of a person with disabilities for the purposes of nondiscrimination is a person who:

- A. Has a physical or mental impairment that substantially limits one or more major life activities;
- B. Has a record of such impairment; or
- C. Is regarded (by Kirkland Annex, LLC) as having such an impairment.

Physical or mental impairments include practically any condition, disease, illness, disfigurement, or disorder if the impairment substantially limits one or more major life activities. Major life activities include, but are not limited to, caring for oneself (performing activities of daily living including bathing, eating, dressing, medications management, hygiene, and grooming), performing manual tasks, walking, seeing, hearing, breathing, learning, and working.

The requirement to provide reasonable accommodation is intended to provide persons with disabilities equal opportunity to participate in housing programs through modification of policies, procedures, or structures. The policy is not intended to provide greater program benefits to persons with disabilities than to non-disabled persons. However, it may at times mean that persons with disabilities will be treated differently in order to ensure equal access to the programs and services.

Kirkland Annex, LLC is committed to providing reasonable accommodations to qualified persons with disabilities so that the choice of living arrangements is, as a whole, available and comparable to other persons eligible for assistance under the same program. The policies and procedures outlined here apply to all properties owned by Kirkland Annex, LLC.

Kirkland Annex, LLC will work with applicants and residents to make a reasonable accommodation, giving priority to those methods that offer programs and activities to otherwise qualified individuals with disabilities in the most appropriate integrated setting. Accommodations, administrative and structural, are intended to afford disabled individuals equal opportunity to use and enjoy the dwelling units, including public and common areas, and services that are afforded to others, provided that accommodation is reasonable. Reasonable accommodation does/will not cause undue burden(s) or cause fundamental alterations in the nature of the housing program.

Information regarding the availability of reasonable accommodations will be made available to applicants and residents during the admission and occupancy cycle: specifically, a.) at the time of application, or b.) with any notice of an initial determination of ineligibility. This information may also be provided at other times deemed appropriate by Kirkland Annex, LLC. Further, reminders and educational opportunities will be promoted for residents and staff. Forms have been developed for applicants and residents that are, as much as reasonably possible, written in plain, intelligible language. Kirkland Annex, LLC will present documents in alternative formats, provide auxiliary aids, or communicate with a third party designated by the applicant or resident.

Reasonable accommodations are made in response to individual requests from a qualified person with disabilities. The request may be in any manner which is convenient for the person with disabilities and is acknowledged as such a request by management. Accommodations will be unique to each request – individuals with the same disability may not desire or require the same level accommodation.

Kirkland Annex, LLC cannot provide support services that fall outside of the scope of services offered other residents and/or outside of the parameters of the programs. Further, Kirkland Annex, LLC will make reasonable modifications in order to enable an otherwise qualified person, but is not required to make accommodation or offer housing that is fundamentally different in nature. The test is whether, with appropriate modifications, the applicant/resident can live in the housing that Kirkland Annex, LLC

offers; not whether the applicant/resident could benefit from programs/housing that Kirkland Annex, LLC does not offer.

## AUXILIARY AIDS AND SERVICES

To facilitate communication with persons with disabilities, Kirkland Annex, LLC shall furnish reasonable and appropriate auxiliary aids. Auxiliary aids means services or devices which enable persons with impaired sensory, manual or speaking skills the ability to communicate. However, Kirkland Annex, LLC is not required to provide individually prescribed devices, such as readers for personal use or study, or other devices for personal use or of a personal nature. Kirkland Annex, LLC will attempt to give primary consideration to the individual requests without providing services or amenities not otherwise available to non-disabled individuals.

Types of aids and related reasonable accommodations that Kirkland Annex, LLC will supply to applicants and residents include:

- A. Providing additional information of program rules and requirements.
- B. Offering information in accessible formats and in plain language.
- C. Permitting applications and rent payments by mail.
- D. Sending mail or making phone calls to a person designated by the resident/applicant as a contact person.
- E. Allowing service animals.
- F. Reinstating applications of persons with disabilities if the reason they did not respond to request in the required time was a reason related to their disability and they can otherwise qualify (or requalify) for acceptance.

Aids, benefits, and services are not required to produce identical results for individuals with disabilities to be effective, but are to afford individuals with disabilities equal opportunity to obtain the same results, benefits, or programmatic goals.

## FUNDAMENTAL ALTERATIONS TO THE PROGRAM OR UNDUE FINANCIAL OR ADMINISTRATIVE BURDEN

Kirkland Annex, LLC will deny reasonable accommodation requests which would require a fundamental alteration in the nature of the program or which represent an undue financial and/or administrative burden. Determining a requested accommodation to be a fundamental alteration does not eliminate Kirkland Annex, LLC's compliance responsibilities. Kirkland Annex, LLC may take action that would not result in a fundamental alteration but would allow persons with disabilities an equal opportunity to receive the program benefits and services. Kirkland Annex, LLC's determinations with respect to fundamental alterations will be made on a case-by-case basis.

## ESSENTIAL OBLIGATIONS OF TENANCY

To help identify fundamental operations in the programs, five essential obligations of tenancy are listed below:

1. To pay rent and other charges under the lease in a timely manner.
2. To care for and avoid damage to the unit, other units, common areas and facility property; to use the facilities and equipment in a reasonable way; to create no health or safety hazards and to report maintenance needs.
3. Not to interfere with the rights and enjoyment of others and not to damage the property of others.
4. Not to engage in criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents, the staff, and/or the visiting public; not to engage in drug-related criminal activity on or near the premises.
5. To comply with HUD and/or Kirkland Annex, LLC reasonable rules and program requirements and to comply with health and safety codes and standards.

## TYPES OF ACTIONS CONSIDERED TO BE A FUNDAMENTAL ALTERATION

Types of activities that would be considered to be a fundamental alteration to the program include by are not limited to:

1. Action that require modification to, or elimination of, essential lease provisions or program eligibility or screening requirements based on obligations of tenancy (e.g. admission of an unqualified family);
2. Actions that require Kirkland Annex, LLC to add support services that fall outside the scope of existing services offered Kirkland Annex, LLC to applicants/residents in the program (e.g. counseling, medical, or social services);
3. Actions that require Kirkland Annex, LLC to offer housing or benefits of a fundamentally different nature from the type of housing or benefits Kirkland Annex, LLC does offer;
4. Actions that substantially impair Kirkland Annex, LLC's ability to meet its essential obligations as landlord as defined in the Kirkland Annex, LLC Lease Agreement including management, administration, maintenance, and other services required to operate the program and upkeep the property.

## REASONABLE ACCOMMODATION PROCESS

### NOTIFICATION TO APPLICANTS/RESIDENTS REGARDING REASONABLE ACCOMMODATION REQUESTS

Information on the availability of Kirkland Annex, LLC's reasonable accommodation procedure will be posted in the Kirkland Annex, LLC business offices and will be provided at application, intake, and offer of unit. The applicant/resident may make a request for reasonable accommodation in any manner which is convenient as long as management acknowledges

it as a reasonable accommodation request at the time it is offered. If no acknowledgement of receipt of reasonable accommodation request is received in writing by the applicant or resident within fourteen (14) days, applicant/ resident should recommunicate their request.

Several forms and letters have been developed to conveniently allow an applicant or resident the opportunity to request reasonable accommodations (these forms are listed in the appendix). If an applicant/resident cannot use a form, Kirkland Annex, LLC will still respond to a request for reasonable accommodation and assist in acquiring needed information to make a decision based upon the request.

Although the process for request is standardized, each will be treated uniquely. The results will be made in a timely manner (within 14 days) whenever possible and both denial and approvals will be issued in writing or in a format acceptable and accessible to the resident/applicant.

Any all meetings required will held at an accessible location.

#### MAKING A REQUEST FOR A REASONABLE ACCOMMODATION

Applicants or residents may make a request for a reasonable accommodation at any time. A form is provided for this purpose, but if the applicant/resident is unable to use the form, the request will still be considered. If accommodation is deemed reasonable, Kirkland Annex, LLC will approve the request. The general procedures are:

1. All applicants will be asked: a.) if they need special features in a rental unit; b.) if they want to designate a contact person; or c.) if they need help filling out an application. The Request for Reasonable Accommodation form is provided upon request
2. All residents will be notified of their right to request a reasonable accommodation. The Request for Reasonable Accommodation form is provided upon request
3. All responses to requests for reasonable accommodation will be in writing and in an alternative format as requested and required by the applicant/resident.
4. Whenever possible, all decision to grant or deny reasonable accommodation will be communicated in writing or in an alternative format as requested and required by the applicant/resident within 14 days of receipt of the request.

#### DETERMINING WHETHER TO MAKE THE ACCOMMODATION

1. Does the applicant/resident meet the definition of a person with disabilities.
  - a. If NO: Kirkland Annex, LLC is not obligated to make a reasonable accommodation and the request will be denied.
  - b. If YES: go to Step 2.
2. If more information is needed, it will be requested and the applicant/resident will be notified in writing or in an alternative format as requested and required by the

applicant/resident or a meeting or discussion will be arranged and held to obtain the information. Is the requested accommodation related to the disability.

- a. If NO: Kirkland Annex, LLC is not obligated to make a reasonable accommodation and the request will be denied.
  - b. If YES: go to Step 3.
  - c. If more information is needed, it will be requested and the applicant/resident will be notified in writing or in an alternative format as requested and required by the applicant/resident or a meeting or discussion will be arranged and held to obtain the information.
3. Is the requested accommodation reasonable under the GUIDELINES FOR DETERMINING REASONABLENESS listed below.
- a. If YES: Kirkland Annex, LLC will approve the request for reasonable accommodation and a description of the accommodation will be issued in writing.
  - b. If NO: Kirkland Annex, LLC will deny the request or suggest an alternative accommodation. The applicant/resident will be notified in writing or in an alternative format as requested and required by the applicant/resident or a meeting or discussion will be arranged and held to obtain the information.
  - c. If more information is needed, it will be requested and the applicant/resident will be notified in writing or in an alternative format as requested and required by the applicant/resident or a meeting or discussion will be arranged and held to obtain the information.

#### GUIDELINES FOR DETERMINING REASONABLENESS

1. If Kirkland Annex, LLC does not have enough information to approve or deny the requested reasonable accommodation, Kirkland Annex, LLC will request the person with disabilities verify the need for an accommodation to enable him to access and use the housing program. Using the Reasonable Accommodation Form, the applicant/resident will be asked to have a qualified individual verify that the requested accommodation: a.) is related to the applicant/resident's disability; and b.) would provide the applicant/resident with an equal opportunity to enjoy our housing programs or that the applicant/resident's disability restricts them from performing this task.
2. In most instances, the judgement of the person with disabilities that requested the accommodation as the most appropriate will be accepted. However, Kirkland Annex, LLC retains the right to investigate alternatives to the request and or alternative methods of providing the requested accommodation.
3. If a number of potential accommodations will satisfy the need of the person with disabilities, Kirkland Annex, LLC retains the right to select the accommodation that is most convenient and cost-effective.
4. Does the requested accommodation constitute a fundamental alteration to the program. If so, the request will be denied.
5. Does the requested accommodation create undue financial and/or administrative burden(s). If so, the request will be denied or accommodated only to the extent that it can be met without creating undue burden(s).

## DENIAL OF A REQUEST FOR REASONABLE ACCOMMODATION

If a request for reasonable accommodation is denied, Kirkland Annex, LLC will inform the applicant/resident in writing or in an alternative format as requested and required by the applicant/resident of the denial and the reason for the denial. The notice will also advise the applicant/resident of his/her right to appeal the decision and the process to do so. The appeal must be made within 14 days of the denial.

Reasons for the denial may include:

1. The individual requesting the accommodation does not meet the definition of an Individual with disabilities.
2. The requested accommodation is not reasonable.
3. There is no correlation between the requested accommodation and the individual's disability.
4. The requested accommodation will create undue financial and/or administrative burden for Kirkland Annex, LLC.
5. The requested accommodation will change the fundamental nature of the program.
6. The requested accommodation would violate a State or Federal statute or regulation, would violate codes or requirements, and/or would fundamentally alter the program.

Any individual denied a reasonable accommodation may appeal by communicating his/her wish to appeal to:

Greg Franks, President  
Manor Management Services, Inc.  
1625 SE Lafayette St.  
Portland, OR 97202  
503-231-4922  
TTY 711

The appeal should be in writing or in an alternative format as requested and required by the applicant/resident and should state the reason(s) the denied appeal should be reviewed and reversed. If possible, a review and decision on the appeal will be completed within fourteen (14) days.

## DISCONTINUATION OF REASONABLE ACCOMMODATION

Kirkland Annex, LLC will not unilaterally alter or discontinue a particular method of providing a reasonable accommodation without giving notice. The applicant/resident may appeal the alteration or discontinuation using the same method described above.

# KIRKLAND ANNEX, LLC REASONABLE ACCOMMODATION NOTIFICATION

Kirkland Annex, LLC complies with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disabilities Act. Kirkland Annex, LLC will further comply with any subsequently enacted legislation and implementing rules and regulations protecting the residents, applicants and/or staff.

Section 504 stipulates that “no otherwise qualified individual with handicaps in the United States...shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...”. The Fair Housing Amendments Act regulations state “It shall be unlawful for any person to refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a handicapped person equal opportunity to use and enjoy a dwelling unit, including public and private areas.”

The requirement to provide reasonable accommodation is intended to provide persons with disabilities equal opportunity to participate in housing programs through modification of policies, procedures, or structures. The policy is not intended to provide greater program benefits to persons with disabilities than to non-disabled persons. However, it may at times mean that persons with disabilities will be treated differently in order to ensure equal access to the programs and services.

Kirkland Annex, LLC is committed to providing reasonable accommodations to qualified persons with disabilities so that the choice of living arrangements is, as a whole, available and comparable to other persons eligible for assistance under the same program. Kirkland Annex, LLC will work with applicants and residents to make a reasonable accommodation, giving priority to those methods that offer programs and activities to otherwise qualified individuals with disabilities in the most appropriate integrated setting. Reasonable accommodation does/will not cause undue burden(s) or cause fundamental alterations in the nature of the housing program.

If you feel you need a reasonable accommodation, please inquire at the Summer Run office for a copy of the policy. If you need assistance/accommodation in reviewing the policy, staff will be happy to assist you at that time.

KA1220 5/22

**APPLICATION ATTACHMENT  
APPLICANT CHANGE OF ADDRESS  
NOTIFICATION**

**APPLICANT NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**NEW ADDRESS :** \_\_\_\_\_

STREET ADDRESS

\_\_\_\_\_

CITY

STATE

ZIP

**NEW PHONE #:** \_\_\_\_\_

**Please retain this form as a tool to keep us informed of any contact information changes**

NOTICE: Management assumes no responsibility for inability to contact applicant. Applicant is responsible for notification to management of any change in address or status. Failure to do so may result in removal from the waiting list.