



Tenant Selection Plan & Wait List Procedure

General Information

The Summit at Eaton Senior Communities is a not-for-profit affordable senior housing provider located in Lakewood, Colorado. The Summit has 64 apartments and offers subsidized rental options through Jefferson County Housing Authority's Project Based Voucher Program (if applicants are interested in the subsidized rental option, they must contact Jefferson County Housing Authority directly to be placed on the waiting list). Individual Section 8 vouchers are accepted. Residency is open to all qualified eligible persons in accordance with the Fair Housing Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Colorado Fair Housing Act.

The Summit requires that all applicants for tenancy meet the requirements as defined:

- Be an elderly person or family, defined as a household where the head or spouse is age 62 or older.
- Must provide verifiable identification sufficient to adequately screen the applicant for credit, criminal, and rental history and to confirm the applicant is not on the terrorist list.

General Occupancy Standards

General occupancy standards allow for one or two persons to occupy an apartment. All tenants must be listed on the lease. Apartments range from 350 to 620 square feet. Units consist of studio and 1-bedroom apartments. Cats and small dogs (30 lbs. or under) are allowed. A pet deposit of \$300.00 is required except for applicants with an assistance animal.

Application Process

All interested parties who qualify under the requirements must complete and sign an application form. The form is time and date stamped. If there are no available apartments at the time of receipt of the application form, the applicant's name will be placed on the waiting list at the time/date the form is received.

Once the applicant's name is at the top of the waiting list, the applicant will be contacted by phone and the applicant will begin the leasing process. The Summit will provide assistance to the applicant for completing the application or any necessary forms, if needed.



The Summit will attempt to contact the applicant up to 3 times over 72 hours via phone to alert the applicant regarding apartment availability. If the applicant does not respond within 72 hours, the applicant's name will be removed from the waiting list and the next name on the list will be contacted. The burden is on the applicant to contact The Summit every six months and to keep The Summit apprised of up-to-date contact information.

If the applicant is reached but is not ready to move, he/she will be given the opportunity to remain on the waiting list, but the applicant's name will be placed at the bottom of the list.

Applicant screening criteria:

- The Summit conducts criminal background checks, including the use of a national predator screening (which checks against all state registries) and a credit check for all applicants. Once an applicant has completed an application and has been screened for financial eligibility, The Summit's Leasing Manager or designee will conduct a home visit (unless the applicant lives more than 50 miles away from The Summit, in which case the Leasing Manager or designee will conduct the screening via phone).
- Home visit (screening) – During the home visit, the Leasing Manager or designee will interview the applicant to ensure that an applicant admitted to The Summit will abide by the terms of the lease, pay rent on time (except for live-in aides), take care of the property and unit, allow all residents to peacefully enjoy their home, and be capable of meeting all his/her personal needs with or without assistance. Screening will also be conducted for housekeeping habits.
 - The applicant must maintain an environment free of pests, and not create any health, safety or sanitation hazards for self or others, and comply with health and safety codes.

Applicant notification and opportunity to supplement information already provided

If information provided by the applicant is in need of further explanation or documentation, the applicant will be contacted by The Summit via phone and asked to supply the required information or documentation during any stage of the leasing/eligibility process. If the applicant does not supplement the information needed, and the leasing/eligibility process is compromised, The Summit will reject the applicant for residency.

Procedures for rejecting ineligible applicants

If an applicant is not approved for residency, a written explanation of the reason for rejection shall be provided to the applicant. An applicant will not be accepted for residency for any one of the following reasons:

- The applicant is unable to provide a verifiable identification.



- The applicant falsified the application (insufficient or inaccurate information).
- The applicant’s credit and financial standing is unsatisfactory, including but not limited to a credit score below 530, bankruptcy filing that has not been dismissed or discharged; anyone with an outstanding unpaid rental collection debt; anyone having an unsatisfied monetary judgment currently against them.
- The applicant refuses a home visit screening in person (within 50 miles of The Summit) or via phone (more than 50 miles away from The Summit).
- The applicant has household characteristics that are not appropriate for the specific type of unit available at the time or has a family of a size not appropriate for the unit size that is available.
- The applicant does not meet The Summit’s other screening criteria.
- The applicant has a felony or misdemeanor conviction and/or a pending charge for a felony or misdemeanor involving a crime against persons, property or society, including but not limited to murder, assault, sex offense, robbery, burglary, fraud, bribery, prostitution, drug offense, alcohol related crime, weapons offense, a crime requiring registration as a sex offender, any other crime involving violence, theft or dishonesty or any other crime that the Summit determines could threaten the health, safety, property or right to peaceful enjoyment of other residents or employees.
- Abuses or has a pattern of alcohol or substance abuse that could threaten the health, safety, or right to peaceful enjoyment of the premises of other residents or employees.
- Any applicant/household member who is currently engaging in or has a history of illegal drug use or drug-related criminal activity.
- The applicant provided false information regarding the criminal background check or any other false material information to The Summit.
- The applicant has previously been evicted by Eaton Senior Communities, has previously been evicted by a former landlord, or is currently being evicted by a landlord.
- The applicant was previously rejected by The Summit or The Residences at Eaton Senior Communities as a tenant.
- The applicant had a poor landlord reference review.
- The applicant has a poor rental history.
- If the applicant wishes to appeal the rejection decision, the applicant has 14 calendar days after the rejection letter was mailed or hand-delivered to the applicant to file an appeal. The appeal meeting will be conducted by an Eaton Senior Communities’ staff member who was not involved in the initial decision to deny residency to the applicant. The Summit must provide the applicant with a final decision within 5 business days after the review has been completed.

Security deposit requirements

A security deposit is required of all tenants upon initial move-in. The security deposit will be collected at the time of the lease signing. The security deposit is equal to the tenant’s first month



rent. If the tenant does not fulfill his/her obligations under the lease, The Summit may use the tenant's security deposit as reimbursement for any unpaid rent or other amounts the tenant owes under the lease. Within sixty (60) days after the move-out date, The Summit will either:

- Refund the full security deposit plus any amounts owed under the lease,
- Provide the tenant with an itemized list of any unpaid rent, damages to the unit, and an estimated cost for repair, along with a statement of the tenant's rights under Colorado and local laws.
 - If the amount The Summit claims is less than the security deposit, The Summit must refund the unused balance to the tenant.
 - If The Summit fails to provide the list to the tenant, the tenant is entitled to a full refund of the tenant's security deposit.

The security deposit will transfer with the tenant if the tenant transfers to another unit.

Unit inspections

Move-in Inspection:

- A representative of the Leasing Department will make an appointment and meet with the new resident/resident's family member to inspect the vacant apartment before the move-in date.
- A check-list will be completed by the resident/resident's family and the Leasing Department representative, dated, and signed by all parties. All checks/entries must be made in ink and acknowledged by all parties.
- Any issues/concerns identified by the move-in inspection will be communicated in writing by the Leasing Department to the Housekeeping and/or Maintenance Departments for follow-up and when the issues or concerns have been resolved the check-list will be revised, completed in ink, signed and acknowledged by all parties.
- The original check-list and any revised check-list will be placed in the resident's file and a copy made for the resident/resident's family member.

Move-out Inspection:

- The tenant is required to provide at least thirty (30) days' written notice to vacate the apartment.
- A representative of the Leasing Department will meet in the vacated apartment with the resident/resident's family member for final inspection.
- The original (move-in) check-list and any revised check-list will be retrieved from the resident's file and copies made available for the move-out inspection.
- The checklist will be completed by the resident/resident's family and a Leasing Department Representative, dated, and signed by all parties. All checks/entries must be made in ink and acknowledged by all parties.



- Any issues/concerns identified by the move-out inspection will be communicated in writing by the Leasing Department to the Housekeeping and/or Maintenance Departments for follow-up.
- The completed move-out check-list will be placed in the resident's file and a copy given to the resident/resident family member.

Waiting List and Internal Transfer Policy

Updating the waiting list

- The burden is on the applicant to contact The Summit every six months and to keep The Summit apprised of up-to-date contact information.
- The Summit maintains an electronic waiting list and uses electronic safeguards to limit access to only authorized individuals.
- The Summit documents the removal of names from the waiting list with the date and time of the removal. Reasons for removal from the waiting list include:
 - Applicant no longer meets the eligibility requirements for the property.
 - Applicant fails to respond to an oral notice (via phone) for an eligibility interview.
 - Applicant is offered and rejects the unit(s) (up to two) in the property.
 - Applicant is not reachable by phone (phone is no longer in service; applicant does not call back within 72 hours of being called).
 - An applicant may be reinstated on the waiting list if he/she completes a new application. However, if the applicant was removed from the list due to being non-responsive to information or updates because of a disability, the applicant's name will be reinstated at the original place on the waiting list.

The Summit will accommodate unit transfers if the tenant needs an accessible apartment (either for medical reasons or to accommodate a person with a disability). If the tenant needs an accessible apartment, he/she will complete an in-house move request. If an apartment is not readily available, his/her name will be added to the in-house waiting list for an accessible apartment. In-house tenants receive priority over external applicants for accessible apartments and the in-house waiting list will always be at the top of the waiting list for accessible apartments. The Summit will accommodate unit transfers following the one-year lease commitment. The application/screening process will be reviewed, and the applicant must be in good standing with their previous lease.

At the time the applicant is placed on the waiting list, the waiting list will indicate the need for an accessible apartment. On the Summit's application, the applicant is able to identify if he/she needs an accessible unit. If he/she needs an accessible unit, The Summit will identify the need on the waiting list.



As accessible apartments become available, the applicant's name at the top of the waiting list for an accessible apartment will be contacted. The applicant has 72 hours to determine if he/she will begin the leasing process. If the applicant does not respond within 72 hours, the applicant's name will be removed from the waiting list and the next name on the list for an accessible apartment will be contacted.

If an applicant is at the top of the waiting list and he/she needs an accessible unit, but the only unit(s) available are not accessible, the applicant can wait for an apartment that is accessible and he/she will be kept on the waiting list for an accessible apartment. If the applicant wants to move into a non-accessible unit and wait for an accessible unit, the applicant will be placed on the in-house waiting list for an accessible apartment.

In order to verify an applicant/tenant's disability, The Summit will send a third-party verification form to the applicant/tenant's physician, care worker of the elderly, social worker, psychiatrist or VA. The form provides the definitions of disability used to determine eligibility and rent and requests that the source completing the information to identify whether the applicant meets the definition.

When the Summit's waiting list reaches two years (the first name on the waiting list is two years old), the list is closed. Once the list has been closed, future applicants will be advised that the waiting list is closed and additional applications will not be taken. The Summit will then publish a notice in the Lakewood Sentinel stating The Summit's reason for refusal to accept additional applications.

After the waiting list is closed, if the waiting list reaches one year (the first name on the waiting list is one year old), the list will be opened. The Summit will publish a notice in the Lakewood Sentinel stating the opening of The Summit's waiting list, the rules for applying, and the order in which applications will be processed.

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

The Summit complies with Section 504 of the Rehabilitation Act of 1973 by accommodating reasonable structural modifications to apartments or common areas that are needed by applicants and tenants with disabilities, unless these modifications would change the nature of the project or result in undue financial and administrative burden. The Summit operates housing that is not segregated based upon disability or type of disability, unless authorized by federal statute or executive order. The Summit provides auxiliary aids and services necessary for effective communication with persons with disabilities.

The Summit complies with the Fair Housing Act by refraining from any of the actions listed below based on race, color, religion, sex, disability, familiar status and national origin:



- The Summit does not provide anyone housing that is different from that provided to others.
- The Summit does not subject anyone to segregation, even if by floor or wing.
- The Summit does not restrict anyone’s access to any benefit enjoyed by others in conjunction with the housing program.
- The Summit does not treat anyone differently in determining eligibility to other requirements for admission, in use of the housing amenities, facilities or programs, or in the terms and conditions of the lease.
- The Summit does not deny anyone access to the same level of services.
- The Summit does not deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.
- The Summit does not publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons.
- The Summit does not discriminate against someone because of that person’s relation to or association with another individual.
- The Summit does not retaliate against, threaten, or act in any manner to intimidate someone because he or she has exercised rights under the Fair Housing Act.

The Summit complies with Title VI of the Civil Rights Act of 1964 by not discriminating based on race, color or national origin. The Summit takes affirmative steps to overcome the effects of conditions that result in limiting participation by persons of a particular race, color, or national origin.

The Summit complies with the Colorado Fair Housing Act by not discriminating based on race, color, religion, creed, national origin/ancestry, sex, disability/handicap, sexual orientation (including transgender status), marital status and familial status.

Financial Eligibility Requirement

The Summit conducts an initial review of household income and assets (except for project-based voucher tenants, whose recertifications are conducted by the Jefferson County Housing Authority). During the pre-leasing process, a non-voucher applicant must either:

- a) Provide verifiable proof that applicant’s monthly income is 2.3 times the monthly rent; or
- b) If monthly income does not calculate to 2.3 times the monthly rent, applicant must provide verifiable proof of assets that cover at least one (1) year of rent (the initial lease term); or
- c) Provide a financial guarantor who can submit verifiable proof of 5 times the monthly income based on the monthly rent (or assets that can cover at least one (1) year of rent) and will enter into a guarantor agreement and be a co-signer on applicant’s lease.



If a tenant is out of compliance due to extenuating circumstances, such as hospitalization of the tenant or out of town for family emergency, the tenant must provide evidence of extenuating circumstances. The Summit will provide the tenant with written notice of the decision and the tenant has the right to appeal The Summit's decision if The Summit determines that extenuating circumstances were not present.

A tenant's annual financial eligibility review anniversary date is the first day of the month in which the tenant moved into The Summit.

Charges for facilities and services

- a. ESC does not charge residents a reservation fee for use of meeting room space. However, if there is damage to the room and / or cleanup is required, the hourly housekeeping rate will apply.
- b. The Summit provides homemaker services for residents who would like to purchase the service(s) (prices effective 11/1/21 and subject to change):
 - i. Housekeeping, Laundry = \$26.32 per hour
 - ii. Trash Services = \$26.32 per week

Implementation of house rule changes

The Summit retains the right to change the house rules at any time. If The Summit makes changes to the house rules, The Summit will give thirty (30) days' notice to the residents of the change.

