



## **The Solstice I and II**

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## **RESIDENT SELECTION CRITERIA**

Updated 9/29/25



## **RESIDENT SELECTION CRITERIA**

The policy of Residential One LLC (Management Agent) is one of equal opportunity and non-discrimination in compliance with all Civic Rights legislation (1964, 1968, 1988) Section 504 of the Rehabilitation Act of 1973 (if applicable), The DC Human Rights Act of 1977 as Amended on March 14, 2007, Title 2, Chapter 14, Human Rights of the District of Columbia Code. and Affirmative Fair Housing Marketing requirements as set forth individually for each property. No applicant would be denied based on race, color, religion, sex, familial status, disability/handicap status, national origin, age, marital status, genetic information, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, source of income, status as a victim of an intra-family offense, place of residence or business, sealed eviction record, or homeless status. Applicants must meet all Program and Management Agent resident selection requirements to gain admission to this community rented or managed by the Management Agent.

### **Low-Income Housing Tax Credit / Bonds**

The Low-Income Housing Tax Credit (LIHTC) program was created by the Tax Reform Act of 1986, and it gives State and local LIHTC-allocating agencies a budget to issue tax credits for the acquisition, rehabilitation or new Construction of rental housing targeted to lower-income households.

### **Local Rent Supplement Program (LRSP)**

The Local Rent Supplement Program (LRSP) was established by DCHA pursuant to Title II of the Fiscal Year 2007 Budget Support Emergency Act of 2006, effective August 8, 2006, (D.C. Act A16-0476; 53 DCR 7068), which is the D.C. Housing Authority Rent Supplement Act of 2006, as amended or as provided in subsequent appropriation authority of the District of Columbia.

The LRSP has been established to provide residents of the District of Columbia, sponsor based and project-based rental subsidy for families whose gross income initially does not exceed 30% of the area median income, as adjusted for household size.

### **Housing Production Trust Fund / Housing Trust Fund**

The Housing Production Trust Fund and Housing Trust Fund are used to fund eligible predevelopment, acquisition, carrying costs, soft costs, and new construction activities in connection with the development of a resident housing project.

### **Permanent Supportive Housing (PSH)**

Permanent Supportive Housing allows for individuals and families who were once homeless and continue to be at imminent risk of becoming homeless, including



persons with disabilities, for whom self-sufficient living may be unlikely and whose care can be supported through public funds.

### **Affirmative Fair Housing Marketing**

The property will utilize their Affirmative Fair Housing Marketing plan to strategize how they will target outreach in their local community to attract qualified prospective renters that are least likely to apply for housing opportunities.

### **Application(s)**

The DC Application Coversheet must be signed prior to being given an application or at the same time an application is completed. Applications can be requested, and then submitted in person, email, phone, or fax. The address, phone, email and fax number are on the first page. An application must have a signed DC Application Coversheet to be accepted.

All persons/families interested in applying for housing must comply with the following requirements to be considered for housing.

- Applicant(s) must list all persons who will reside in the unit.
- Applicant(s) must meet certain credit/criminal report standards. The Management Company requires a credit/criminal report on the applicant(s) and household members and/or live-in aides who may occupy the unit.
- Applicant(s) must demonstrate the ability to meet financial obligations in a satisfactory manner, including timely payment of rent.
- Applicant(s) must list monthly obligations, including current utilities.
- Applicants must provide good/acceptable references from all landlords within the last 36 months.
- Applicant(s) must show that the applicant has the ability to fulfill all the lease requirements (with or without care assistance) where applicable.
- Applicant(s) must demonstrate satisfactory housekeeping habits that will not jeopardize the health, security or welfare of other residents.
- Applicant must provide a government issued picture ID, and adequate documentation of Social Security Number or Tax Identification Number. Birth Certificates are required for those applicants under age 18.

Government Issued Picture ID verification items:

- Driver's License
- State Issued ID card.
- Passport
- Visa
- Employment Authorization Card
- Permanent Resident Card



- Military ID Card

Other forms that can be submitted as adequate documentation of Social Security Number or Tax Identification Number if the entire Social Security Number is on the form:

- Original Social Security card
- Identification card issued by a federal, state, or local agency, and medical insurance provider, or an employer or trade union
- Earnings statements on payroll stubs
- Bank statement
- Form 1099
- Benefit award letter
- Retirement benefit letter
- Life insurance policy
- Court records

All applicants will be required to sign appropriate forms authorizing management to verify any and all factors that affect the applicant's eligibility or the rent that the applicant will pay.

In the event the applicant is personally unable to complete the form, the applicant must be present to provide the information to someone assisting in completing the form. The person assisting the applicant must sign and date the application, indicating that it was completed at the direction of the named applicant, and provide identification to management.

All applicants who submit a completed application (or when an application becomes complete) and adequate verification of all eligibility components is complete, will be notified of approval status. Any applicant who exceeds the current program income limits for eligibility based upon verified information, or if ineligible during later processing, would be notified in writing that they are ineligible. All applicants must be Program eligible meaning gross anticipated income is below the income limits regulating this property.

#### **Reasonable Accommodation Policy**

The purpose of a reasonable accommodation or a reasonable modification is to give an applicant or resident with a disability an equal opportunity to use and enjoy a dwelling. Applicant's or residents that need a reasonable accommodation or modification can notify Management. The request will be submitted to the corporate office Fair Housing Officer for Residential ONE.



### **Application Fee**

An application fee of \$15 will be charged for every adult over 18 years of age (with a maximum fee of \$53.00). The Rental Housing Commission in DC publishes the rental application fee cap. The application fee covers the cost of running a credit report and a criminal report thereafter. Applicants have a right to a refund of any *unused* application fee.

### **Section 8 Vouchers**

It is the policy of Residential One to welcome all Section 8 Voucher holders to apply for residency at any of its properties. Residential One will not refuse to rent a rental unit to a person because the person will provide the rental payment, in whole, or in part, through a voucher for rental housing assistance provided by the District of Columbia or Federal Government. Applicants with vouchers still must meet all requirements in this tenant selection plan except:

- Minimum Credit Score Requirement
- Minimum Income Requirement

### **Security Deposit**

All or part of the Security Deposit is required upon application and is held for the resident's fulfillment of the conditions of the Lease Agreement. If the Application is rejected the Security Deposit retained will be refunded in full. If the application is approved, and the applicant fails to occupy the premises on the agreed upon date, except for delays caused by the holding over of a prior resident, management will retain the deposit as liquidated damages. If there is a delay due to construction, the applicant will not be responsible.

### **Student Eligibility**

Under Section 42, many student households are not eligible. Verification of student eligibility is required.

A household cannot be comprised of all full-time students (kindergarten through 12<sup>th</sup> grade and institutions of higher education) unless they meet one of the following exceptions.

- A student receiving assistance under Title IV of the Social Security Act (TANF): or
- A student who was previously in the foster care program: or
- A student enrolled in a job training program receiving assistance under the Job Training Partnership Act or under other Federal, State, or local laws: or
- The household is comprised of single parents and their children, and such parents are not dependents of another individual and such children are not dependents of another individual other than a parent of such children. In the case of a single parent with children, the legislative

history explains that none of the tenants (parent or children) can be dependent of a third party: or

- The household contains a married couple entitled to file joint tax returns.

Note that for the LIHTC program, a student who is a full-time student for 5 months out of the current calendar year is considered a full-time student for the entire calendar year. The months do not need to be consecutive.

### **Waiting List**

All applications are placed on the waiting list in the order in which they are received. Only completed applications are eligible for the waiting list based on the time and date they are completed and received.

Applicants must list all persons who will resident in the unit.  
All Adult applicants must complete the application in full as instructed.

In the event the applicant is personally unable to complete the form, the applicant must be present to provide the information to someone assisting in completing the form. The person assisting the applicant must sign and date the application indicating that it was completed at the direction of the named applicant and provide identification to management.

If an application is returned incomplete, the owner/agent will attempt to contact the applicant to inform him/her of the information needed. The applicant must provide the missing information within ten (10) business days of the initial contact. If the applicant fails to provide the missing information within this time period, the owner/agent will return the incomplete application to the applicant.

### **Selection**

Applicants will be selected based on eligibility. The applicant must demonstrate the ability to afford and pay their portion of any rent. The policy of the Management Agent is to consider all income and assets.

When an apartment comes available and the applicants name is at the top of the waiting list for that type of unit, an interview for preliminary determination of eligibility will be scheduled. The interview will be for the purposes of reviewing the application for completeness and updating it if it is over 120 days old, to make sure that the application is legible, to ensure that there are no obvious factors that would render the household ineligible, and to determine, based on the financial information provided, whether or not it appears that the applicant(s) qualify.

A final determination of eligibility will be made only after all eligibility criteria are verified.



Those who have indicated the need for and requested the features of wheelchair adapted or other handicap unit, have priority for those units. Any applicant who requests modifications or accommodations to non-adapted units will have consideration on those requests when selected, but with no priority for selection. In order to be eligible for selection, an applicant must meet program income eligibility based on per person income limits. Applicants who meet all program eligibility must then meet occupancy standards set for each individual property and bedroom size.

A handicapped/disabled applicant who would need a larger unit due to accommodation requests would be given such consideration. For specifically designed units (i.e., barrier free) applicants needing those features would be given priority.

Applicants in addition to program income and occupancy policy requirements must also meet application, interview and reference criteria. In completing the application, all applicants must sign a release form allowing the rental office to verify all income, assets and allowances along with credit, criminal, personal and landlord references. In addition, the rental office would be authorized to check with other agencies necessary to verify eligibility. Applicants who wish to be a tenant or co-tenant must possess the legal capacity to sign all documents, (unless an accommodation determination for the handicapped to allow guardian signature if otherwise eligible is made), and would have to agree to complete the tenant certification process annually, enter into a one- year lease agreement, pay a security deposit, if applicable, and participate in a unit inspection prior to physical occupancy of the unit.

### **Number of Occupants**

The number of occupants listed on the application must be in accordance with occupancy standards as set forth by Management based upon local codes and ordinances.

Residential One, LLC may change the occupancy limit during the lease term if changes in laws, ordinances or regulations make such change necessary. The minimum occupancy limit will correspond to the number of bedrooms. The maximum occupancy limit will depend on local ordinances and regulations and the square footage of useable sleeping areas as defined by codes and any other suggested regulations. Unless otherwise stated the occupancy limit will be no more than 2 persons per bedroom.

### **Live-In Care Attendant**

A Live-In Care Attendant is a person who resides with an elderly or handicapped person who:

- is determined essential to the care and well-being of the person.
- is not obligated for the support of the person.



- would not be living in the unit except to provide the necessary supportive services.

A relative may be a Live-In Attendant but must meet all of the above requirements. A Live-In Attendant qualifies for occupancy only as long as the individual needs the support services and may not qualify for continued occupancy as a remaining family member. If a Live-In care attendant is needed a Reasonable Accommodation will need to be done.

### **Credit/Criminal Criteria**

Applicants can expect a response regarding credit approval in 72 hours but may not receive Tax Credit Compliance approval and criminal approval for an additional 30 to 60 days.

Applications will be declined for the following reasons:

1. No bankruptcy in the last 84 months
2. No Civil Judgments in the last 84 months
3. No collection(s) for utilities on credit in the last 84 months
4. No eviction judgments in the last 36 months
5. No foreclosures in the last 84 months
6. No housing debts in the last 84 months
7. No tax lien(s) in the last 84 months
8. Rent to income ratio cannot exceed 2.75
9. The specified total balance of past-due accounts in the past 84 months cannot exceed \$600.
10. Felony drug records for Possession, Sale, Manufacture, Distribution, FRAUD POSS CS/PRESCRIPTION, MAINTN VEH/DWELL/PLACE CS, EXCLUDING possession of marijuana and paraphernalia, 7 YEARS
11. Felony property records for Arson, Burglary, Breaking and Entering, 7 YEARS
12. Felony theft records for Fraud, Credit Card Fraud, Forgery, insurance fraud 7 YEARS
13. Felony theft by check records for Forgery of a check 3 YEARS
14. Felony violent crime records for Agg Assault, Child Abuse, Murder/Attempted, Solicitation of Murder, Maliciously Disfiguring Another Person, Kidnapping 7 YEARS
15. Felony weapons records for Weapons of Mass Destruction, 7 YEARS
16. Felony sex crimes for abducting, enticing or harboring a child for the purpose of prostitution, 1st degree sex abuse, 2nd degree sex abuse
17. Registered Sex Offender (active registration on Sex Offender registry), NO TIME LIMIT
18. Misdemeanor drug record EXCLUDING possession of marijuana and paraphernalia, 2 YEARS

19. Misdemeanor property records for Arson, Burglary, Breaking and Entering, 2 YEARS
20. Misdemeanor violent crime records for Agg Assault, Child Abuse, Murder/Attempted, Vehicular Homicide, 2 YEARS

When establishing how long ago the offense occurred it will be based on the date of conviction rather than the date of sentencing.

### **Landlord Reference Criteria**

One or more of the following findings during the landlord verification process will result in rejection of the application:

- Failure to pay rent on time
- Failure to maintain the unit in a safe and sanitary manner
- Consistent problems with neighbors
- Tenant caused damages
- Unauthorized occupants living in the apartment
- Unable to re-rent at the property again.
- Eviction proceedings were begun against the household

Landlord references will be sought from all residences up to three (3) years prior to the date of application. Lack of rental history is not grounds for denial.

### **Misrepresentation**

Any information provided by the applicant that is confirmed to be inaccurate based on verification efforts may be used as a basis to deny the applicant due to misrepresentation or attempted fraud. The owner will not take any adverse action due to inaccurate or inconsistent information until the owner has investigated the information. Unintentional errors that do not cause preferential treatment will not be used as a basis to deny applicants.

### **Rejection**

Any application which is incomplete will not be processed. An applicant who refuses to sign a release to allow verification of program and Company eligibility, references, etc. will be rejected. Applicants who do not meet income limits for each program will be rejected. Applicants who fail to pass the credit and criminal background criteria will be rejected. Applicants found to have provided false answers on the application or at any time during the application process will also be rejected. Rejection may also occur should there be a chronic history of late payment or non-payment of rent, history of eviction, non-payment of other financial obligations, intentional damage, violation of the terms of current or previous lease agreements inclusive of failure to maintain a unit in sanitary condition, current use of illegal drugs or a conviction for drug manufacture, sale or distribution or anyone who would pose a direct threat to the health and safety of others or property. Applicants would



never be rejected arbitrarily such as on the basis of race, color, religion, sex, handicapped status, age, familial status or national origin. All tenants and/or co-tenants must be of legal age or legally emancipated by state law.

As of September 30, 1997, all landlords are required to comply with a new Fair Credit Reporting Act. Failure to do so can result in serious penalties. A landlord can request a consumer report (this may be a report from a credit agency, a report from a tenant screening company, or a similar report) to determine an applicant's suitability for leasing.

If a landlord takes an adverse action (denying an application, adjusting terms of lease based, requiring a co-signer, increasing rent or deposit amounts, etc.) based upon information contained in the consumer report, Residential One must provide the following:

- written, or electronic notice of the adverse action to the consumer
- provide the consumer with written or electronic disclosure of a numerical credit score used by Residential One in taking the adverse action, the range of possible credit scores under the model used, all key factors that adversely affected the consumer's credit score (not to exceed 4 key factors), the date the credit score was created, and the name of the person or entity that provided the credit score or filed upon which the credit score was created.
- Provide the consumer written, or electronic notice of the name, address, and telephone number of the credit reporting agency that furnished the consumer report to Residential One
- Provide the consumer written, or electronic notice of consumer's right to obtain a free copy of the consumer report from the reporting agency indicating that the consumer has 60 days from the day they received the notice to request such free report
- Provide the consumer written, or electronic notice of consumer's right to dispute the accuracy or completeness of any information contained in the consumer report

You have the right, if there is an adverse decision on your credit report, to ask for a free copy of your credit report from TransUnion Rental Screening Solutions, Inc. (TURSS) PO Box 800, Woodlyn PA 19094, Phone: (800) 230-9376 Email: [TURSSDispute@transunion.com](mailto:TURSSDispute@transunion.com)

Please also note that local jurisdictions may have rules, laws, and processes that create additional or different obligations than those created by the Fair Credit Reporting Act.



### **Applicant's right to appeal**

In the event an application for residency is declined the applicant may appeal that decision within 14 days of receiving the denial letter.

In the event an application for residency is declined for reasons related to criminal history, the applicant has the right to appeal the decision in writing, and present to Management as part of the written appeal any and all information or mitigating circumstances they wish to have considered in the decision-making process. Applicants may provide evidence demonstrating inaccuracies within the applicant's criminal record or evidence of rehabilitation or other mitigating factors. Such information may include, but is not limited to: length of time since a conviction occurred, severity and relevance of a conviction, circumstances surrounding a the offense, employment and rental history established since a conviction, etc. Written appeals must be submitted to the Manager on-site and mailed to:

Residential One  
8975 Guilford Road, Suite 100  
Columbia, MD 21046  
Attention: Fair Housing Officer

If an applicant believes the Landlord has violated any of the above, applicant has a right to file a complaint with the Office of Human Rights or a case in the DC Superior Court.

### **Subletting**

Subletting is prohibited.

### **Apartment transfers**

Once a household is placed in the unit size requested, approval to move to another size unit will not be granted unless there is:

- A change in household size and/or composition that deems the current unit size too small for the household based on the Occupancy Standards, or
- A Reasonable Accommodation.

Once approved for transfer by the management, a current resident will be placed above the applicants on the waiting list. Approved requests based on a need for a reasonable accommodation will be given priority. VAWA Emergency Transfer requests are placed at the top of the waiting list, in chronological order as received. Due to the Low-Income Programs at the Property each unit may have different



eligibility requirements, therefore, a new application may need to be done and the Resident must qualify for the new unit.

### **Violence Against Women Act (VAWA)**

Definitions are provided as assistance in understanding and implementing the VAWA protections. The definitions for domestic violence, dating violence, stalking and immediate family member have been incorporated into the United States Housing Act.

**Domestic Violence** includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who –

- Is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;
- Is cohabiting, or has cohabitated, with the victim as a spouse or intimate partner;
- Shares a child in common with the victim; or
- Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

**Economic Abuse** The term “economic abuse”, in the context of domestic violence, dating violence, and abuse in later life, means behavior that is coercive, deceptive, or unreasonably controls or restrains a person’s ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, or manipulation to (A) restrict a person’s access to money, assets, credit or financial information; (B) unfairly use a person’s personal economic resources including money, assets, and credit, for one’s own advantage; or (C) exert undue influence over a person’s financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has a fiduciary duty.

**Technological Abuse** The term “technological abuse” means an act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile



devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.

**Dating Violence** means violence committed by a person (A) who is or who has been in a social relationship of a romantic or intimate nature with victim, and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors (1) the length of the relationship (II) the type of relationship; and (III) the frequency of interaction between the persons involved in the relationship.

**Stalking** means (A) (I) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate or (II) to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and (B) in the course of, or as a result of, such following pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (I) that person (ii) a member of the immediate family of that person or (iii) the spouse or intimate partner of that person.

**Sexual Assault** The term “sexual assault” is statutorily defined as “Any Nonconsensual Sexual Act.”

**Affiliated Individual** Means, with respect to an individual: (a) a spouse, parent, brother, or sister, or child of that individual to whom that individual stands in place of a parent to a child (for example, the affiliated individual); or (B); or any individual, tenant, or lawful occupant living in the household of that individual.

- The Landlord may not consider incidents of domestic violence, dating violence, stalking, or sexual assault as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.
- The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.
- The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-5382, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

- VAWA 2013 provides that existing residents in-HUD covered programs receive HUD's Notice of Occupancy Rights and accompanying certification form no later than one year after this rule takes effect.
- Owners/agents must provide the Notification of Occupancy Rights and Certification to: Applicants when assistance is being denied; any notification of eviction or termination of assistance; or at the time the new household moves into the property.
- Victims of sexual assault may qualify for an emergency transfer if they either reasonably believe there is a threat of imminent harm from further violence if they remain in their dwelling unit, or the sexual assault occurred on the premises during the 90-calendar day period preceding the date of the request for the transfer.

### **Non-retaliation requirement**

No public housing agency or owner or manager of housing assisted under a covered housing program shall discriminate against any person because that person has opposed any act or practice made unlawful by this part, or because that person testified, assisted, or participated in any matter related to this subpart.

Prohibition on coercion

No public housing agency or owner or manager of housing assisted under a covered housing program shall coerce, intimidate, threaten, or interfere with, or retaliate against, any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any rights or protections under this subpart, including—

- Intimidating or threatening any person because that person is assisting or encouraging a person entitled to claim the rights or protections under this subpart: and
- Retaliating against any person because that person has participated in any investigation or action to enforce this subpart.

### **Right to Report Crime and Emergencies**

Landlords, homeowners, tenants, residents, occupants, and guests of, and applicants for, housing shall have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance. This section also prohibits penalizing or threatening to penalize persons because they request assistance or report criminal activity of which they are a victim or otherwise not at fault under the laws or policies adopted or enforced by "covered governmental entities."

**Solstice I – 137 Units**

Unit Sizes:

- 63 One Bedroom
- 59 Two Bedroom
- 15 Three Bedrooms

**Solstice II– 95 Units**

- 16 One Bedroom
- 67 Two Bedroom
- 12 Three Bedroom

There are 14 units designed specifically for the mobility, sight and hearing impaired.

**Specific Programs by units.**

Solstice I

15 Units @ 30% reserved for the LRSP Program, of which 10 are two bedrooms and 5 are three bedrooms.

122 Units @ 50% Area Median Income

Solstice II

5 units @ 30% - Reserved for the LRSP program (4 three bedroom units and 1 three bedroom UFAS unit)

90 units @ 50% Area Median Income

**Household Income Requirements**

The Area Median Income (AMI) is determined each year by the US Department of Housing and Urban Development (HUD). Income Limits are published by HUD and are subject to change without notice. Applicants can call the property manager at the number on the first page to inquire about current income limits.

Income limits used are for the County/Area: Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area.

