

# EXHIBIT K – Transfer Policies and Forms

DRAFT FOR COMMENTS

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## **Transfer Policies and Forms**

### **Policy Statement**

CCH has apartments of varying size, layout, and design to accommodate our residents. When management receives a request to transfer due to changes in a household's circumstances and needs, several factors must be taken into consideration so that limited resources are used in the best interest of the community. This policy also ensures that transfers are handled in accordance with regulatory guidelines, civil rights, and nondiscrimination requirements.

### **Policy Objective & Revisions**

The purpose of this policy is to define the conditions under which a resident or household may transfer from one apartment to another. The procedure establishes how the transfer is accomplished.

This policy may be superseded by requirements from HUD, other applicable regulatory agencies, or by Federal 504 regulations. We reserve the right to make modifications to this policy as necessary.

### **Transfer List Maintenance and Administration**

When a suitable unit is not available for immediate occupancy by a household with an approved transfer request, they will be placed on the Waiting List with a preference as a Current Resident waiting for a Transfer. Transfer requests will be placed on the Waiting List and considered in the order received, based upon suitable unit availability.

When a suitable unit becomes available, occupied households on the Waiting List will be housed appropriately before an applicant will be selected from the Waiting List. This will be done in chronological order,

based upon the date the Transfer Request was submitted. In this manner, management will avoid displacing current residents whose housing needs have changed since admission. Exceptions to this include Emergency and Reasonable Accommodations Transfers, which will be given priority. Residents must move within 30 days after the owner notifies the family that a unit of the required size/features is available within the property.

## **Mandatory Transfers**

### **Emergency**

When an immediate, verifiable threat to life, health or safety of the resident or family members, such as an uninhabitable unit due to fire, flood, etc., or VAWA. Residents requesting a VAWA transfer will also be provided with the VAWA Emergency Tenant Transfer Plan.

### **Reasonable Accommodations**

When the need for an accessible unit, ground floor unit, verified medical need for a specific unit type and all other Reasonable Accommodations.

### **Accessible Unit**

When a non-disabled household is residing in an accessible unit and there is a disabled household in need of the accessible unit, or when a specific accessible feature(s) of a unit not required for the occupying household are required for a disabled housing.

### **Household Composition**

When households require either a larger or smaller unit due to changes in the household size and/or composition based on regulatory and CCH Occupancy Guidelines.

## **Administrative Transfers**

Transfers determined to be necessary, business-related by CCH for the property or unit to remain in compliance with regulatory requirements,

court orders, conflict resolutions, or warranted by modernization and rehabilitation activities.

## **Voluntary Transfers**

Voluntary Transfers are defined by CCH as transfers desired by in-place households for any reason other than Mandatory and Administrative Transfers. CCH does not approve nor process Voluntary Transfers.

## **Transfer Priorities**

Transfers will generally be processed in the following order:

1. VAWA Transfers
2. Emergency Transfers
3. Reasonable Accommodations Transfers
4. Accessible Unit Transfers
5. Household Composition Transfers
6. Administrative Transfers

## **Costs Associate with Transfers**

Costs will be borne by the resident except in cases related to Reasonable Accommodation or as stipulated in the Accessible Apartment Transfer Agreement.

## **Transfer Offers**

CCH will provide an offer of a suitable transfer unit in writing; the requestor will have 5 calendar days to accept or refuse for good cause. CCH will make a 2<sup>nd</sup> offer of a suitable transfer unit in writing, the requestor will have 5 calendar days to accept or refuse for good cause.

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Emergencies, Reasonable Accommodations, Accessible Units, and Household Composition transfers are NOT eligible for refusal of transfer unit offers.

## **Rejection of Offers**

If two offers are refused, the requestor will lose their current position, will be taken off the Transfer Waiting List, and must submit a new request in order to be processed or offered other transfer units. Extenuating circumstances may be considered to grant an exception to this policy.

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## TRANSFER REQUEST FORM

### A BASIC INFO

\_\_\_\_\_  
*Date of Request*

\_\_\_\_\_  
*Property Name*

\_\_\_\_\_  
*Unit Number*

\_\_\_\_\_  
*Household Name*

\_\_\_\_\_  
*Phone Number*

\_\_\_\_\_  
*Email*

### B TRANSFER OPPORTUNITIES, please check only one:

#### MADATORY

- Emergency: For an immediate, verifiable threat to life, health or safety of the resident or family members.
- Reasonable Accommodations: For an accessible unit, ground floor unit, verified medical need for a specific unit type.
- Accessible Unit: When a non-disabled household is residing in an accessible unit/specific accessible feature(s) of a unit and there is a disabled household in need of such a unit.
- Household Composition: When households require either a larger or smaller unit due to changes in the household size/ composition based on CCH/regulatory occupancy guidelines.

#### ADMINISTRATIVE

- Transfers determined to be necessary, business-related by CCH for the property or unit to remain in compliance with regulatory requirements, court orders, conflict resolutions, or warranted by modernization and rehabilitation activities.

**TRANSFER ACKNOWLEDGEMENTS**

**C** Residents requesting/requiring a transfer must meet the eligibility requirements per the Transfer Policy. Residents who have three or more lease violations of the following types within the past three years may be denied the opportunity to transfer: (1) Damage of property; (2) Failure to pay rent on a timely basis; (3) Violating peaceful enjoyment of neighbors; (4) Failure to keep unit safe and sanitary; or (5) Violation of the Smoke Free Living Policy

**D Tenant(s) Signature & Date**

By signing below, you understand that each community administers transfers per the established Transfer Policy, which is available for your review, certain transfers are given priority over others, and there may be charges associated with a transfer.

\_\_\_\_\_  
Printed Name #1

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**TO BE COMPLETED BY MANAGEMENT** (After previous sections completed)

**1** Management **received notice** on (date & timestamp if available):  
\_\_\_\_\_

**2** Security **Deposit(s)** on file:  
\_\_\_\_\_

\_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_  
Security Deposit                      Pet Deposit                      Total Deposit On Hand

**3** **Transfer details:**

Yes  No

Unit Inspection Passed/Attach

\_\_\_\_\_  
New Unit Number

Denied \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Deny or Date of Approved Transfer

**4** Management Signature & Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date