



# LIHTC Tenant Selection Plan

Revised 5/31/2024 Per HOTMA Requirements  
Plan Implementation Date 12/31/2024

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*We do not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, our federally assisted programs and activities. If you are disabled and would like to request an accommodation or if you have difficulty understanding English, please request our assistance and we will ensure that you are provided with meaningful access based on your individual needs. Federal civil rights laws addressing fair housing prohibit discrimination against applicants or tenants based on one or more of the following classifications: race, color, national origin, sexual orientation, gender identification, disability, religion, and familial status.*

The following Tenant Selection Plan is used at multiple properties within the CAPREIT portfolio of affordable communities. All requirements pertain to all properties, unless specifically noted otherwise, within the applicable sections. Properties using this document have Low-Income Housing Tax Credits. Program requirements set forth by other local regulatory agencies providing funding to the property (like, HOME, PBV, or SIA) are not discussed within this document. The following table lists the subset of properties that follow this plan, along with identifying attributes of each property.

## Portfolio Listing

Property Name	Federal Programs in Place	Population Served	Bedroom Sizes Available on Program	Total Number of HUD MF units	HUD MF Program Type	Income Limit County	Maximum Income Limit
METRO VILLIAGE	LIHTC	Family	0, 1, 2	0		District of Columbia	60% of median
770 Phase 1	LIHTC	Family	0, 1, 2	0		District of Columbia	60% of median
770 Phase 2	LIHTC	Senior	1,2	0		District of Columbia	60% of median
ARGENT	LIHTC	Family	1, 2, 3	0		District of Columbia	60% of median
CHARTER COLONY	LIHTC	Senior	1,2	0		Richmond	60% of median
TWIN HICKORY	LIHTC	Senior	1,2	0		Henrico	60% of median
SQUARE 50	LIHTC	Family	0, 1, 2	0		District of Columbia	60% of median
MAIN STREET	LIHTC	Family	0, 1, 2, 3	0		Montgomery	60% of median
OLDE TOWNE	LIHTC	Family	1,2,3	0		Montgomery	60% of median
BROADWAY WEST I & II	LIHTC	Senior	1,2	0		Suffolk	60% of median
BROADWAY WEST III	LIHTC	Senior	1,2	0		Suffolk	60% of median
ROCHESTER HIGHLANDS	LIHTC	Family	1,2,3	0		Monroe	60% of median
PEINE LAKES	LIHTC	Family	1,2,3	0		St Charles	60% of median
PARKWAY GARDENS	LIHTC	Senior	1,2	0		Ramsey	60% of median
FALCON HEIGHTS SENIOR	LIHTC	Senior	1,2	0		Ramsey	80% of median
FALCON HEIGHTS MULTI	LIHTC	Family	0, 1, 2, 3	0		Ramsey	60% of median
THE VININGS	LIHTC	Family	1,2,3	0		New Castle	60% of median
O'FALLON LAKES	LIHTC	Family	1,2,3	0		St Charles	60% of median
GREENHILLS	LIHTC	Family	2,3	0		Montgomery	60% of median
MERDIAN AT WATERMARK	BOND	Family	1,2,3	0		Chesterfield	120% of median
DENBIGH VILLAGE	BOND	Family	1,2,3	0		Newport News	120% median
MARINA VILLA	BOND	Family	1,2	0		Norfolk	80% median



Property Name	Federal Programs in Place	Population Served	Bedroom Sizes Available on Program	Total Number of HUD MF units	HUD MF Program Type	Income Limit County	Maximum Income Limit
IMPRESSIONS I, II, III	BOND	Family	1,2,3	0		Newport News	120% median
FLATS AT COLLEGE PARK	LIHTC	Family	1,2,3	0		Prince George	80% median



## Disclosures

A copy of this Tenant Selection Plan will be provided, at no charge, to any applicant, tenant, or member of the general public at his/her request.

In the event of changes to this Tenant Selection Plan, all applicants will be notified that the Plan has changed, and that a copy of the revised Plan will be provided, at no charge, upon request. Notification will be made via U.S. first-class mail to applicants.

## Smoking Policies

No smoking of any kind (tobacco, marijuana, herbal substances, etc.) via any method of delivery (e-cigarettes, cigarette, cigar, pipe, or vapor devices) is permitted in any unit or in any part of the property grounds, except for the designated smoking area.

All staff, applicants, residents, guests, and vendors must be willing to refrain from smoking while on property, except for the designated smoking area. Additional terms, conditions, and rules related to smoking are also discussed in the property's House Rules within the Resident Handbook and are an attachment to the residential lease agreement.

Applicants that accept unit offers acknowledge that the Landlord's adoption of a smoke-free living environment and the efforts to designate the premises as smoke-free do not in any way guarantee that the property is any safer, more habitable, or improved in terms of air quality standards as compared to other rental premises. The Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. The Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Adherence to this policy is largely dependent on voluntary compliance by residents and their guests.

## Prohibited Use of Marijuana at All Federally Funded Properties

Regardless of whether marijuana use (in any form and chemical ratio of THC) is legal or not under state law, the use of marijuana in any form, is illegal under the Controlled Substances Act (CSA) and therefore is an illegal controlled substance under Section 577 of the Quality Housing and Work Responsibility Act (QHWRA). Based on federal law, both medicinal and recreational use of marijuana is prohibited at this property.

Use of illegal or controlled substances is grounds for denial of the application.

## Fair Housing and Equal Opportunity Requirements

It is this property's policy to comply with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, Fair Housing Act Amendments



of 1988, E.O. 13166, HUD's Equal Access Rule and any legislation protecting the individual rights of applicants, residents, or staff which may subsequently be enacted by HUD and or the State in which the property is located.

The property will not discriminate because of race, color, sex, familial status, religion, handicap, disability, sexual orientation, gender identity, marital status or national origin in the leasing, rental, or other disposition of housing in any of the following ways:

- Deny to any household the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs,
- Provide housing which is different than that provided others,
- Subject a person to segregation or disparate treatment,
- Restrict a person's access to any benefit enjoyed by others in connection with the housing program,
- Treat a person differently in determining eligibility or other requirements for admission,
- Deny a person access to the same level or services, or
- Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the housing program.

It is the policy of this property, pursuant to Section 504 of the Rehabilitation Act (if applicable) and the Federal Fair Housing Act to provide reasonable accommodations and modifications upon request to all applicants, residents, and employees with disabilities. Questions and inquiries regarding applicant treatment relative to Section 504 of the Rehabilitation Act of 1973 should be addressed by mail to the following person, responsible for related policies:

504 Coordinator  
6116 Executive Blvd., Suite 100 | North Bethesda, MD 20852  
(301-231-8700), 711 National Relay is also available

The property will do its due diligence to identify and eliminate situations or procedures which create a barrier to equal housing opportunity for all. In accordance with Section 504, the Property will make reasonable accommodations for individuals with handicaps or disabilities as well as for individuals with limited English proficiency (applicants or residents).

Questions and inquiries regarding applicant treatment relative to Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11063, E.O. 13166 or the Fair Housing Act Amendments of 1988 should be addressed by mail to the following person, responsible for related policies:

504 Coordinator  
6116 Executive Blvd., Suite 100 | North Bethesda, MD 20852  
(301-231-8700), 711 National Relay is also available

This person is not directly involved in the day-to-day decision-making process involving admitting applicants to the property.



## Limited English Proficiency

Management complies with Executive Order 13166 and all subsequent HUD regulations related to its efforts to improve access to all of its programs and activities for persons who, as a result of national origin, are limited in their English proficiency. A separate Limited English Proficiency Plan and any required Language Access Plan, which outlines the specific language assistance that is provided for persons who are limited in their English proficiency, is available for review upon request. These supplemental Plans outline steps management will take to identify the frequency in which limited English proficiency is encountered, along with proactive steps staff will take to overcome any hurdles in effectively communicating (orally and in writing) with individuals that may not speak, write, read, or understand English fluently.

## Privacy Policy

It is the policy of the property to guard the privacy of individuals conferred by the Federal Privacy Act of 1974 and to ensure the protection of such individuals' records maintained by the property. Therefore, neither the property nor its agents will disclose any personal information contained in its records to any person or agency unless required by law or governmental contractual obligations, or unless the individual about whom information is requested will give written consent to such disclosure.

This privacy policy in no way limits the property's ability to collect such information as it may need to determine eligibility, compute rent, or determine an applicant's suitability for tenancy. Consistent with the intent of Section 504 of the Rehabilitation Act of 1973, any information obtained regarding handicap or disability will be treated in a confidential manner.

## Services Provided

Please be advised, unless specified in their contract, the owner and property staff are tasked with providing housing services only- not nursing or assisted living services. Management does not offer personal care, supervision, or medical services to residents. Residents must be able to adhere to the lease requirements, with or without assistance. Applicants interested in determining whether a property offers additional supportive services should inquire with the property management before signing a lease.

## Program Eligibility Requirements

All applicants must meet the following program eligibility requirements to be eligible for occupancy:

- At Move in, the family's annual income must not exceed the LIHTC program income limits established for the particular county. Applicants can review the income limits by accessing the following web site. [Multifamily Tax Subsidy Income Limits | HUD USER](#). Income limits are updated at least annually. Managers must incorporate the most recently published income limits when determining eligibility.





- All adults, as well as any adjudicated minors who are the Head, Spouse or Co-Head in each applicant family must sign and date an Authorization for Release of Information as published by the overseeing State Housing Finance Agency. This release and consent must also be executed when a new member is added to the unit if that new member is 18 years of age or older, or a new co-HOH/spouse regardless of age. Existing household members must also sign the forms when they turn 18 years of age.
- An applicant must agree to pay the rent required by the program.
- The applicant must have previously demonstrated an ability to pay rent and adhere to a lease. Applicants will not be rejected due to a lack of rental history but may be rejected for a poor rental history or unpaid balances with prior landlords.
- Social Security number requirements: In order to determine eligibility and offer a unit, every household member, including live-in aides, foster children and fostered adults must disclose if they have a Social Security Number SSN.

If they do, the applicant family must provide (for management to copy) a valid Social Security card issued by the Social Security Administration for each household member. If the household member cannot produce his/her valid Social Security card, at least one of the following alternative documents must be provided as documentation:

- An original document issued by a federal or state government agency which shows the person's name and SSN along with other identifying information (i.e. SSA benefit award letter)
- Driver's license that shows the Social Security Number
- Earnings statement on payroll stubs
- Bank statement or Form 1099
- Retirement benefit letter
- Life insurance policy or court records

Documents that are not originals, or that have been altered, are mutilated or are illegible, or that appear to be forged, will be rejected. In this case, management will explain the reason why the document is not acceptable and will request the submission of acceptable documentation within a reasonable time frame, prior to a unit being offered.

- Applicants for properties in Missouri must declare and provide verification of citizenship in accordance with Missouri House Bill No. 1549 Section-4-208-009 1-8.

## Eligibility of Students at Low Income Housing Tax Credit Communities

Properties that are layered with Low Income Housing Tax Credit Funding have a slightly different set of eligibility criteria for households with students:

An individual is considered a full-time student if they attended an educational organization — including elementary, junior or senior high school — or an institute of higher learning — such as colleges, universities, and technical, trade and mechanical schools — for any time within five months of a calendar year. If the



student attended at least one day in a month, that month is counted, and the five calendar months do not have to be consecutive.

Households comprised of all full-time student households are ineligible for the Low-Income Housing Tax Credit program unless they qualify for any one of the five exceptions below:

- All adult members are single parents with minor children, the adults are not dependents of another individual, and the children are only claimed as a dependent by a parent.
- All adults are married and entitled to file a joint tax return. (If legally married under state law, same sex couples qualify under this rule.)
- A member of the household is receiving assistance under Title IV of the Social Security Act (AFDC/Temporary Assistance for Needy Families (TANF) program – not SSA/Supplemental Security Income (SSI)).
- A member of the household previously received foster care assistance from a state agency.
- A member of the household is enrolled in a job training program receiving assistance through the Job Training Partnership Act (JTPA), Workforce Investment Act, or other similar federal, state or county government program.

## Application Intake and Processing

It is the property's policy to accept and process applications in accordance with applicable governing agency's regulations.

This property will perform marketing activities in accordance with its Affirmative Fair Housing Marketing Plan, with the aim of marketing to potential applicants in its geographical area who are least likely to apply.

All submitted applications must be in writing, on forms provided. If, due to a disability, an applicant is unable to complete an application, a third party can assist in the completion of the form. Only fully completed applications will be accepted. Every application must be completed and signed by the head of household and all additional household members 18 years of age or older. All of the members of the household must be listed.

Applications can be emailed to interested individuals upon request. Applications can be returned in person or via U.S. mail.

Staff-provided assistance will be available upon request. This may take the form of answering questions about the application, helping applicants who might have literacy, vision, or limited English proficiency challenges via oral or written translation or large print. Assistance will be provided, as needed, and, in general, make it possible for interested parties to apply for assisted housing. Applicants may bring an individual with them, to help with the application, if desired.



Upon determination that the application is completed, staff will add, via handwriting or stamp, the date and time the application was received, followed by the initials of the person accepting the application. The applicant will be added to the waiting list(s), if applicable.

If the application received is not fully complete (including any required attachments) and/or is not signed/dated by all household members age 18 years or older, the application will be returned to the household and the household will not be added to the waiting list until such time a complete application is received by management.

Upon receipt of the completed application, the owner/agent will make a preliminary eligibility determination before adding a household to the waiting list or initiating final eligibility tasks. The owner/agent will review the application to ensure that there are no obvious factors that would make the applicant family ineligible.

If a preliminary eligibility review indicates that a household appears eligible for tenancy, but units of appropriate size are not available, the owner/agent will place the household on the waiting list for the property and notify the household when a suitable unit becomes available.

If no appropriate unit exists in the property, the owner/agent will reject the applicant family.

## **Criminal Background Checks**

In developing this property's criminal background screening practices, the following HUD issued guidance has been considered:

- Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions issued on April 4, 2016.
- Guidance for Public Housing Agencies (PHAs) and Owners of Federally-Assisted Housing on Excluding the Use of Arrest Records in Housing Decisions
- Violence Against Women Reauthorization Act of 2013: Implementation in HUD Housing Programs Proposed Final Rule
- Screening and Eviction for Drug Abuse and Other Criminal Activity - Final Rule
- Montgomery County Maryland, Ban the Box Ordinance
- New Jersey Fair Chance in Housing Act

### **For New Jersey Properties only:**

This property will prohibit admission of any household containing any member who was evicted in the last 3 years from housing for the manufacture or production of methamphetamines on the property.

Criminal history checks of convictions and outstanding warrants will be completed with a professional criminal and credit checking agency. The following parameters will be used to determine if an individual meets the property's criteria.



Pursuant to the Fair Chance in Housing Act in New Jersey, the owner cannot run criminal screening on an applicant until after a unit offer is made. Once a conditional offer is extended, the owner will not consider:

- arrests or charges that have not resulted in a criminal conviction;
- expunged convictions;
- convictions erased through executive pardon;
- vacated and otherwise legally nullified convictions;
- juvenile adjudications of delinquency; and
- records that have been sealed.

The owner will only consider the following types of criminal records as a basis for rejection.

- A conviction for murder, aggravated sexual assault, kidnapping, arson, human trafficking, sexual assault, endangering the welfare of a child in violation of N.J.S.2C:24-4(b)(3);
- A conviction for any crime that requires lifetime state sex offender registration;
- Any conviction for a 1st degree indictable offense, or release from prison for that offense, within the past 6 years;
- Any conviction for a 2nd or 3rd degree indictable offense, or release from prison for that offense, within the past 4 years; and
- Any conviction for a 4th degree indictable offense, or release from prison for that offense, within the past 1 year.

If the owner finds such an offense(s) in an applicant's record, they may withdraw the conditional offer if withdrawal is necessary to fulfill a substantial, legitimate, and non-discriminatory interest. In so doing, the owner will perform an individualized assessment based on the following factors:

- Nature and severity of the offense(s);
- Applicant's age at the time of the offense(s);
- How recently the offense(s) occurred;
- Any information the applicant provided in their favor since the offense(s);
- If the offense(s) happened again in the future, whether that would impact the safety of other tenants or property; and
- Whether the offense(s) happened on, or was connected to, property that the applicant rented or leased.

The owner will also provide a Notice of Withdrawal form indicating the specific reasons for the withdrawal, and notifying the applicant of their right to appeal the denial of their application. The applicant can then request a copy of all the information the housing provider relied upon in making the withdrawal within 30 days of receiving the Notice, and the owner will provide the information free of charge within 10 days after receipt of a timely request.

The housing applicant may then use that information to appeal to the housing provider, claiming that the housing provider violated the FCHA, and provide additional information in support of a violation. A housing provider must consider and provide a determination based on that new information within 30 days.



## **For Montgomery County, MD Properties:**

Pursuant to the Ban the Box Law, the owner cannot run criminal screening on an applicant until after a conditional unit offer is made. Once a conditional offer is extended, the owner will not consider:

- arrests or charges that have not resulted in a criminal conviction;
- expunged convictions;
- convictions erased through executive pardon;
- vacated and otherwise legally nullified convictions;
- juvenile adjudications of delinquency; and
- records that have been sealed.

The owner will not consider the following types of criminal records as a basis for rejection.

- trespass under §§ 6-402 or 6-403 of the Criminal Law Article of the Maryland Code;
- theft as a misdemeanor under § 7-104 of the Criminal Law Article of the Maryland Code;
- a refusal or failure to leave public buildings or grounds under § 6-409 of the Criminal Article of the Maryland Code;
- indecent exposure under § 11-107 of the Criminal Article of the Maryland Code;
- public urination under § 32-17-A of this Code;
- an open container violation under § 10-125 of the Criminal Law Article of the Maryland Code;
- possession of marijuana as a misdemeanor or civil violation under Title 5 of the Criminal Article of the Maryland Code;
- a first conviction of disturbance of the peace or disorderly conduct under § 10-201 of the Criminal Law Article of the Maryland Code;
- a vehicle law violation under the Transportation Article of the Maryland Code;
- except as provided in subsection (g), a conviction of a misdemeanor if at least 2 years have passed since the date of the conviction; and the date that any period of incarceration for the misdemeanor ended;

If the owner finds other offense(s) in an applicant's record, they may withdraw the conditional offer if withdrawal is necessary to fulfill a substantial, legitimate, and non-discriminatory interest. In so doing, the owner will perform an individualized assessment based on the following factors:

- Nature and severity of the offense(s);
- Applicant's age at the time of the offense(s);
- How recently the offense(s) occurred;
- Any information the applicant provided in their favor since the offense(s);
- If the offense(s) happened again in the future, whether that would impact the safety of other tenants or property; and
- Whether the offense(s) happened on, or was connected to, property that the applicant rented or leased.



The owner will also provide a Notice of Withdrawal form indicating the specific reasons for the withdrawal, and notifying the applicant of their right to appeal the denial of their application. The applicant can then request a copy of all the information the housing provider relied upon in making the withdrawal within 30 days of receiving the Notice, and the owner will provide the information free of charge within 10 days after receipt of a timely request.

The housing applicant may then use that information to appeal to the housing provider, and provide additional information within 7 days. A housing provider must consider and provide a determination based on that new information within 30 days.

This property will prohibit admission of any household containing any member who was evicted in the last 3 years from housing for drug-related criminal activity.

For all other properties, not in New Jersey or Montgomery County, Maryland, criminal history checks of convictions and outstanding warrants will be completed with a professional criminal and credit checking agency. The following parameters will be used to determine if an individual meets the property's criteria.

**Criminal Background Rejection Criteria**

<b>Conviction Type</b>	<b>Felony Conviction within the listed timeframe will result in rejection</b>	<b>Misdemeanor Conviction within the listed timeframe will result in rejection</b>
Items such as arson, breaking & entering, burglary, criminal damage, grand larceny, malicious injury to property, receiving stolen property, theft.	All Records	All Records
Items such as abandonment or neglect of animal, animal abuse, animal bite or attack, dog fighting.	3 Years	3 Years
Items such as abandonment, abuse, domestic violence, endangering a child, injury to child.	All Records	All Records
Items such as accessory to crime, disturbing the peace, fail to pay fare, loitering, disorderly conduct, public swearing.	3 Years	3 Years
Items such as affray, menacing, reckless endangerment, terroristic threats.	3 Years	3 Years
Items such as aid and abet theft, petty theft, shoplifting, tampering, vandalism.	3 Years	3 Years
Items such as altered license plate or tags or registration, use false id, worthless check.	3 Years	3 Years
Items such as assault on police officer, contempt, deliver	5 Years	5 Years



<b>Conviction Type</b>	<b>Felony Conviction within the listed timeframe will result in rejection</b>	<b>Misdemeanor Conviction within the listed timeframe will result in rejection</b>
drugs/weapons to prisoner, escape, fleeing police, hindering apprehension, obstruction of justice, false statement to officer, resisting arrest.		
Items such as assault with deadly weapon, discharging firearm, felon possessing firearm, manufacture destructive device, negligent use of weapon, throwing missiles.	10 Years	3 Years
Items such as assault, battery, deadly conduct, kidnapping, manslaughter, murder, robbery.	All Records	All Records
Items such as attempt to purchase, maintain place for drug use, manufacture for sale, possession of cocaine/meth, trafficking or smuggling.	10 Years	3 Years
Items such as blackmail, extortion, racketeering, gang participation.	10 Years	10 Years
Items such as brandishing weapon, carrying concealed weapon, no gun permit.	5 Years	5 Years
Items such as bribery, disobey police officer, failure to appear, misuse of 911	3 Years	3 Years
Items such as child pornography, prostitution, public lewdness, sexual assault, rape, sex abuse, sex exploitation of minor, sodomy, statutory rape.	All Records	All Records
Items such as conspiracy, attempt to engage in organized crime.	3 Years	3 Years
Items such as contracting without license, fireworks, littering, ordinance violation, overgrown grass, sell tobacco to minors.	3 Years	3 Years
Items such as contributing to the delinquency, harboring a runaway child, non-support, truancy.	5 Years	5 Years
Items such as counterfeiting, credit card abuse, embezzlement,	5 Years	5 years





<b>Conviction Type</b>	<b>Felony Conviction within the listed timeframe will result in rejection</b>	<b>Misdemeanor Conviction within the listed timeframe will result in rejection</b>
forgery, identity theft, insurance fraud, obtain by false pretenses, uttering, welfare fraud.		
Items such as criminal mischief, criminal attempt, engage in riot, fighting, hit and run, harassment, stalking.	5 Years	3 Years
Items such as cyber stalking, damage computer software, hacking, wiretapping.	5 Years	5 years
Items such as driving without license, reckless driving, driving while license revoked.	3 Years	3 Years
Items such as drug abuse, possession of marijuana, possession of paraphernalia.	3 Years	3 Years
Items such as DUI, DWI, DUI causing injury, drunk and disorderly.	3 Years	3 Years
Items such as fail to register as sex offender, indecent exposure, peeping.	All Records	All Records
Items such as improper telephone usage, use or possession of access device.	5 Years	5 Years
Items such as keeping a gambling place, possess gambling device, promotion of gambling.	3 Years	3 Years
Items such as minor in possession, open container in vehicle, providing to minor, sell without a license, public intoxication.	3 Years	3 Years
Items such as probation violation, trespassing.	3 Years	3 Years
Items such as wagering, public gaming.	3 Years	3 Years

*The aforementioned are examples of offense types and the applicable denial period. Please note that this list is not exhaustive. Management does not consider arrest records (arrests that do not result in a conviction). Management applies these standards only to actual conviction records. Periods listed above must have begun after release if incarceration resulted from a prior conviction. If a charge is pending, management reserves the right to await the outcome of that charge prior to making a final determination of suitability for housing. Applicants in Minnesota may provide additional information with a completed application to explain, justify, or negate the relevance of potentially negative information that may be revealed by screening and that the applicant believes to be relevant to the applicant's predicted performance as a tenant.*





If any household member engages in criminal activity (including sex offenses) while living on site, eviction will be pursued to the extent allowed by the lease, and state/local law. To avoid eviction of the household, the family will be given the opportunity to remove the member engaging in criminal activity from the household.

## **Sex Offender Registry Checks**

Applicants must provide a complete list of all states in which any household member has lived. Failure to provide accurate information to management is grounds to deny the application.

Management will ask whether the applicant, or any member of the applicant household, is subject to a lifetime sex offender registration requirement in any state. If so, the family will be given the opportunity to remove the ineligible household member from the applicant household. If the family member who is subject to a lifetime sex offender registration requirement remains part of the applicant family, the application will be denied. The written rejection notice will clearly state this as the reason that the family is being denied admission.

Prior to offering a unit, a criminal background check to determine whether any household member is subject to a lifetime sex offender registration requirement will be completed. This check will be done using reputable vendors that automatically search sex offender registries in all states.

Search results will be kept with the application, in the tenant file, for the term of tenancy plus three years. For rejected applicants, search results will be kept with the application for three years.

If, after moving in, management discovers that a tenant was admitted in error, eviction will be pursued immediately.

If any member of the applicant family is listed on any state's sex offender registry, the household's application will be rejected.

## **Rental History**

If any household member was a previous resident at this property, the tenant file will be checked. If there is documentation that the tenant was repeatedly notified of rules violations or lease violations, or if the household left the property owing unpaid rent or damages, the application will be rejected.

After the applicant presents proof of payment of any such balances, s/he/they may re-apply and, if otherwise eligible, will be added to the waiting list based on the re-application date.

Previous landlords may be contacted to ask for comments regarding the applicant's rental history. Acceptable topics of discussion include but are not limited to: cooperation with recertification processes, compliance with the lease and house rules, rent payment, and housekeeping.

## **Credit and Rent-to-Income Screening**



Applicants may be rejected for a poor credit history but cannot be rejected for lack of a credit history. Previous landlords may be contacted to determine if the applicant paid rent on time and/or left the property with any unpaid balances. Live in aides will not be subject to credit screening. Please see the property's Qualifying Standards for additional information on how credit reports and Rent-to-income ratios are used for determining eligibility.

Third party screening entities will be used to provide a credit report for each adult in the applicant household. This is a \$25 charge for running the credit screening. Applicants' entire credit history will be evaluated. Reasons for rejection include, but are not limited to:

- Applicant currently has any outstanding landlord or utility collections or housing judgements.
- Applicant has filed an active bankruptcy claim not yet discharged.
- Applicant has pattern of default on revolving lines of credit.

\*Exemptions are permitted if the applicant has proof of repayment of debt. Proof must be a statement of satisfaction from the creditor, court, or other legal proof.

## **Patterns of Illegal Drug Use or Alcohol Abuse**

This property will reject a household in which any member is currently engaged in illegal use of drugs or shows a pattern of illegal drug use that may interfere with the health, safety, and right to peaceful enjoyment of the property by other residents.

The property will reject a household in which any member shows a pattern of alcohol abuse that may interfere with the health, safety, and right to peaceful enjoyment of the property by other residents. The screening standards must be based on behavior, not the condition of alcoholism or alcohol abuse.

Despite any changes to state laws, the use of "medical marijuana" is illegal under federal law. The owner will deny admission to any household with a member that is, at the time of application for admission, illegally using marijuana.

## **Occupancy Standards**

Applicant households must meet the established occupancy standards of local Landlord/Tenant laws when selecting unit size.

Management does not dictate what are appropriate sleeping arrangements within households. If a household meets the occupancy standards for multiple unit types, they may apply for multiple unit types. However, exception for instances wherein an accessible unit becomes occupied by a household that does not require accessibility features (as detailed in the previous paragraph), once a household accepts a unit and moves in, they must re-enter the internal unit transfer list with an updated date and time stamp for this request in order to move to a larger unit type and they must meet the requirements that qualify them for a transfer.



# Application Rejections

The property complies with applicant rejection requirements set forth in the HUD Handbook 4350.3. Management reserves the right to reject applicants for admission if it is determined that the applicant or any member of the household falls within any one or more of the following categories:

- **Misrepresentation:** Willful or serious misrepresentation in the application procedure or certification process for any government assisted dwelling unit.
- **Records of Disturbance of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior:** Includes documented instances of behavior or conduct which adversely affects the safety or welfare of other persons by physical violence, gross negligence or irresponsibility which damages the equipment or premises in which the family resides; or which is disturbing or dangerous to neighbors or disrupts sound family and community life.
- **Violent Behavior:** Includes documented evidence of acts of violence or of any other conduct which would constitute a danger or disruption to the peaceful occupancy of neighbors.
- **Non-Compliance with Rental Agreement:** Includes evidence of any failure to comply with the terms of rental agreements at prior residences, such as failure to recertify as required, providing shelter to unauthorized persons, keeping unauthorized pets, or other acts in violation of rules and regulations.
- **Owing Prior Landlords:** Applicants who owe a balance to present or prior landlords will not be considered for admission until the account is paid in full and reasonable assurance is obtained that the contributing causes for nonpayment of rent or damages have changed sufficiently to enable the family to pay rent and other charges when due.
- **Ineligible Students:** Applicant households whose members include an ineligible student who is enrolled in an institution of higher education as noted in the section titled Student Eligibility.
- **Poor Credit History:** *For properties performing credit screening. Credit history will not be used for screening households with Housing Choice Vouchers in Maryland.*
- **Unsanitary or Hazardous Housekeeping:** Includes creating any health or safety hazard through acts of neglect, and/or causing or permitting any damage to, or misuse of premises and equipment; causing or permitting infestation, foul odors or other problems injurious to other persons' health, welfare or enjoyment of the premises; depositing garbage improperly; failing to reasonably and properly use all utilities, facilities, services, appliances and equipment within the dwelling unit, or failing to maintain them in a clean condition; or any other conduct or neglect which could result in health or safety problems or damage to the premises.
- **Criminal Activity:** Management has established a policy to reject all applications where the



applicant or any household member has engaged in certain criminal activity. The activities that will be grounds for rejection of an application are defined in this plan.

All applicant rejections will be made in writing and will include specific reason(s) for the rejection. Per the VAWA Final Rule, the VAWA Continued Occupancy Rights Notice and VAWA Certification will also be provided to all rejected applicants, as an attachment to the rejection notification.

The rejected applicant has the right to respond, in writing, within 14 days, to request a meeting to dispute the rejection. Persons with disabilities have the right to request reasonable accommodations to participate in the grievance process. This meeting must be conducted by a member of the owner's staff who was not involved in the initial decision to deny admission or assistance. Management will provide a written determination to the applicant within 5 (five) days of the meeting.

## Reasonable Accommodations

A reasonable accommodation is a change, exception, or adjustment to a program, service, building, dwelling unit, or workplace that will allow a qualified person with a disability to fully participate in a program, take advantage of a service, live in a dwelling unit, or perform a job. Reasonable accommodations may include changes in the method of administering policies, procedures, or services. Examples of reasonable accommodations include physical adaptations to units, live-in aides and assistance animals.

For reasonable accommodations to apply there are several requirements. First, the applicant must have a verifiable disability (mental, developmental, or physical impairment that substantially limits one or more major life activities).

Next, the disability must have a direct correlation to the accommodation being requested by the applicant. And, the applicant must request a reasonable accommodation and provide verification of his/her disability and his/her need for the accommodation. Finally, for the accommodation to be reasonable it cannot result in a financial or administrative burden to the property.

In some situations, even with reasonable accommodations, applicants with disabilities cannot meet essential program requirements and adhere to terms of the lease (either independently or with assistance). In these situations, the applicant will be rejected.

Examples of such situations include cases where the applicant's behavior or performance in past housing caused a direct threat to the health or safety of persons or property; past history or other information that shows the applicant's inability to comply with the terms of the property's lease; or an objective determination that the applicant would require services from management that represent an alteration in the fundamental nature of the property's program.

If an applicant makes a request, management will provide a reasonable accommodation if the applicant has a verifiable disability that is directly related to the request and providing the reasonable accommodation will not result in a financial or administrative burden to management or to the owner.



In providing reasonable accommodations for, or performing structural modifications for an otherwise qualified individual with disabilities, the property is not required to:

- Make structural alterations that require the removal or altering of a load-bearing structure,
- Provide support services that are not already part of its housing programs,
- Take any action that would result in a fundamental alteration in the nature of the program or service, or
- Take any action that would result in an undue financial and administrative burden on the property, including structural impracticality as defined in the Uniform Federal Accessibility Standards (UFAS).

If the site is unable to make a reasonable accommodation due to a resulting financial burden, the applicant may, at his/her own expense, make the accommodation after structural approval by management. Management may require that the tenant remove the accommodation (or have it removed) upon vacating the unit.

Live-In Aides are considered to be a reasonable accommodation. Property management must obtain verification that the Live-In Aide is needed to provide necessary supportive services essential to the care and well-being of the individual, and that there is a disability-related need for the Live-In Aide. This verification will be obtained from the individual's physician, medical practitioner or health care provider.

The Live-In Aide cannot stay in the unit as a remaining family member, once the tenant who needs the services leaves the unit or passes away. Live-In Aides will have 14 calendar days to remove their belongings from the unit and relinquish keys to management. Live-In Aides who violate any of the property's House Rules will be subject to eviction. Live-In Aides must meet the same screening criteria as any other applicant, with the exception of credit checks. The Reasonable Accommodation Policy will be made available to applicants upon request.

## Waiting List Preferences and List Management

It is property policy to administer its waiting list as required by HUD handbooks, each individual property's applicable QAP and Regulatory Agreements, and additional state regulations. A digital waiting list is used which can be sorted by unit type.

### Opening and Closing the Waiting List(s):

In order to maintain a balanced application pool, the property may restrict or suspend application-taking and close the waiting list. The property will also update the waiting list by removing the names of those who are no longer interested in, or no longer qualify for, housing.

Decisions about closing the waiting list will be determined based on the number of applications available for a particular unit size and the ability of the property to house an applicant in an appropriate apartment within a 3-year period.



Closing and reopening of the waiting list, as well as any restrictions on accepting applications, will be publicly announced in publication(s) likely to be read by potential applicants. Advertisements will include information about where and when to apply and will conform to the advertising and outreach practices described in the property's Affirmative Fair Housing Marketing Plan.

During the period when the waiting list is closed, the property will not maintain a list of individuals who wish to be notified when the waiting list is reopened.

#### Updating the Waiting List:

The waiting list will be updated annually to keep applicant information current, and to remove anyone who does not respond to the update request or wants to be removed or no longer qualifies for admission to the property.

A letter will be sent to each applicant, asking for outdated information to be updated in writing, and asking whether the applicant wishes to remain on the waiting list or not. Confirmation must be returned to the property, in writing, using any forms which may be provided, within 14 (fourteen) days of the letter's postmark date. Upon request, assistance will be provided to any applicant households with disabilities or limited English proficiency, to enable them to meet this deadline.

When applicants notify the property of changes in household composition, the waiting list information will be updated, and a determination will be made as to whether or not the household needs a different unit size. The household will keep its original application date and place on the waiting list in the event of this type of change.

#### Removal of Applications from the Waiting List:

The property will remove an applicant's name from the Waiting List when:

- The applicant requests that his/her name be removed.
- The applicant was clearly told, in writing, of the requirement to advise the property of his/her continued interest in housing by a particular time, and failed to do so, even after being provided with reasonable accommodations in the event of handicap or disability.
- The property attempted to contact the applicant in writing, but the letter was returned by the U.S. Postal Service as undeliverable.
- The property has notified the applicant, in writing, of its intention to remove the applicant's name because the applicant no longer qualifies for assisted housing.
- The applicant refused two offers of units for other than a verifiable medically-related reason, by a medical professional.
- The applicant accepted an offer of a unit but failed to move in on time, without notice.
- The applicant household needs a larger size unit due to a household composition change, and the property has no units of that size.

## Tenant Interviews



As the applicant approaches the top of the waiting list, a final interview must be scheduled. Management will issue a letter, requiring the applicant to report for the interview within 10 business days, at a mutually agreed upon time with the leasing staff. If unforeseen circumstances occur, the applicant will be permitted to request a rescheduling of the final interview one time and that rescheduled interview must occur within 5 business days of the original interview appointment. Failure to show up for any scheduled or rescheduled interview will result in the applicant being rejected and a rejection notice will be issued.

An applicant's behavior toward the property manager and other staff will be considered a strong indicator of future behavior toward neighbors and/or management staff. Physical or verbal abuse or threats by an applicant toward property staff will be noted in the file and can be used as the basis for applicant rejection if warranted.

Appropriate attire is required when visiting the property office. If not dressed appropriately with shoes, shirts and pants, shorts, or skirt, the individual will be asked to leave.

To ensure privacy guidelines are followed, the use of cell phones or recording devices are prohibited unless both parties consent to their use or if the device is being used as an accommodation measure to alleviate the symptoms of a disability.

The interview will be conducted in accordance with current, published regulatory guidance pertaining to the applicable housing programs. Topics will include, but are not limited to:

- Income/asset information, as well as household composition
- All program eligibility requirements and documents that must be provided to proceed with approval
- The requirement for all household members age 18+ to sign consent for release of information forms
- Proof of legal residence will be collected
- Applicant's ability and willingness to comply with the terms of the property's lease and community's Policies





# Verification Requirements

The owner/agent will be the final judge of the credibility of any verification submitted by an applicant. If the owner/agent questions the validity of a document or the validity of information provided, it will be reviewed by management staff for a ruling regarding acceptability.

Documentation required as part of the verification process may include:

- Checklists completed as part of the interview process, signed by the applicant.
- Verification forms completed and signed by third parties.
- Documentation provided by the applicant, i.e. award letters, pay stubs, bank statements.
- Notes of telephone conversations with reliable sources, faxes, e-mail or internet correspondence

All information relative to the following items must be verified:

- Eligibility for admission, such as
  - o Income, assets, and asset income.
  - o Household composition.
  - o Need for a unit specifically adapted for vision, hearing or mobility impairments.
  - o Verification of student status and eligibility.
- Compliance with resident selection guidelines, such as
  - o Proof of ability to pay rent and previously demonstrated adherence to the lease
  - o Positive prior landlord reference: rent-paying, satisfactory housekeeping habits
  - o No disqualifying history of drug-related, sex offender or violent criminal activity of any household member
  - o Absence of objectively verified behavior that would give management reasonable cause to believe that the applicant's abuse of drugs/alcohol would interfere with the health, safety and right to peaceful enjoyment of the property by other residents or staff.

Any of the above items which result in the denial of the applicant must be documented, and appropriate verification forms/letters placed in the applicant's file.

Verified information not subject to change (such as a person's date of birth) need not be re-verified from year to year.





## Hierarchy of Verifications

The properties have opted not to use Streamlined fixed income verification.

### Means-Tested Verifications:

Management will accept, as verification of the total amount of annual income (to include asset income) before deductions, the following types of means-tested verification documents produced in conjunction with other federal housing programs, if permitted by the state agency responsible for Tax Credit Compliance. The verification with the most recent effective date will be used in the event multiple verifications are provided:

- HUD Form 50058 used in HUD's Public & Indian Housing Programs.
- HUD Form 50059 used in HUD's Multifamily Housing Programs.
- The Tenant Income Certification (TIC) used by the IRS's Low Income Housing Tax Credit Program.  
*Note: TICs will only be accepted if produced by an associated property within the management company's portfolio of properties.*

The Means-tested verification must state the family size, must be for the entire family (i.e., the family members listed in the documentation must match the family's composition on the application for housing, except for non-family members), and must state the amount of the family's Annual Income.

The Means-tested Verification (Safe Harbor) must show that the family's income determination was made within the 12 months prior to the receipt of the verification by the owner/agent. Date of determination will be established by the certification effective date or a program administrator/family signature date within that 12-month timeframe.

If management accepts Means-tested Verification for a household, it will be only source of verification used to support the Safe Harbor income listed on the resulting certification. It will not be used in conjunction with other income or asset verifications.

When Means-tested Verification is not used at admission, the following order of verification hierarchy will be followed:

- Upfront Income Verification (UIV): The Work Number or other state government databases.
- Written third-party verification generated by the source: This is an original or authentic document generated by a third-party source dated within 120 days of the date received by the owner/agent. For fixed-income sources, a statement for the appropriate benefit year is acceptable documentation.
- Oral third-party verification from the source of the income. Staff will record and include in the tenant's file the following information: Third-party's name, position, and contact information, information reported, name of the person who conducted the telephone/internet interview, and date and time of the call.
- Family (self) certification when information can't be verified by a method above.



## Streamlined Verification of Assets at Admission

This portfolio has opted to utilize the following streamlined verification processes when processing households for admission and recertification in LIHTC programs where allowed by the state agency responsible for tax credits. Individual households will have a full verification of assets in year 4 if required by the state agency responsible for monitoring tax credits, and pending further IRS guidance.

- **Streamlined Verification of Assets When the Net Cash Value of Assets Is at Or Below The initial Asset Threshold of \$50,000.** This option is not available to households whose net cash value of assets that are not specifically excluded exceeds \$50,000. Via this option, management will accept the family's witnessed self-certification providing the net cash value of assets not specifically excluded and any known income from those assets.

## Attempted Fraud

Any information provided by the applicant that verification proves to be untrue may be used to disqualify the applicant for admission on the basis of attempted fraud. The property considers false information about the following to be grounds for rejecting an applicant:

- Income and assets
- Household composition
- Social Security Numbers
- Previous residence history or criminal history

If, during the course of processing an application, it becomes evident that an applicant has falsified or otherwise willfully misrepresented any facts about his/her current situation, criminal history, or behavior in a manner that would affect eligibility and application selection criteria qualification, the application will be rejected.

During the course of processing an application, there may be errors in name spellings, dates of birth and other such data, resulting in inaccurate criminal, credit, or other screening. In these cases, screening may be re-done. If these checks result in documentation of circumstances that would have caused an applicant to be rejected, the application will be rejected. If the applicant has already moved in, this evidence may be the cause of eviction proceedings.

Unintentional errors will not be used as a basis to reject applicants.

## Offering an Apartment

When an apartment becomes available for occupancy, it will be offered to the applicant at the top of the waiting list for the apartment size based on any eligible preferences and the date and time stamp. From that group, eligible families with handicapped/disabled members needing specific handicap features of a unit will be selected first, for available units which are accessible in ways specifically adapted for their use.



If a household requests to be placed on the waiting list for more than one unit size the applicant will be notified when s/he nears the top of the waiting list for which a unit becomes available first. The applicant may refuse the first unit type and continue to wait for the other unit type with no change in waitlist position for the other unit type. If the next unit available is not the other unit type, the household must either occupy the vacant unit offered, or be placed at the bottom of the waitlist for the other unit type.

If an applicant rejects two offers without good cause, the applicant is removed from all waiting lists. "Good cause" includes, but is not limited to, medical reasons, recent death of a close family member, desire to give 30-day notice to the family's existing property, and rejection of a unit because the available unit is close to a unit with an assistance animal or pet to which someone in the applicant family is allergic. When a unit is rejected for good cause, the applicant will keep his/her place on the waiting list, and management will offer the available unit to the next applicant.

When an applicant reaches the top of the waiting list, management will schedule a final screening appointment within 10 business days. The applicant must come into the office for this appointment, and must bring all items requested by management. If the applicant fails to attend, the applicant will be rejected. If the applicant previously requested a rescheduling, prior to the original appointment, He/She/They will retain his/her/their place on the waiting list the first time this occurs. If the applicant fails to attend the second scheduled interview, the applicant will be removed from all waiting lists.

**If during the final interview, required items of documentation are missing, management will provide the household with a final period of 7 calendar days to provide the missing information. If the applicant household fails to provide the requested information in those 7 calendar days, the applicant will be rejected.**

A final unit offer will be made in writing to an applicant household only after all criminal and landlord checks have been completed, and the tenant interview has been completed, and all verification documents have been received.

If mail sent to the address the applicant listed as his/her current address is returned by the Postal Service, the document will be kept on file and an attempt will be made to contact the applicant via other means. If the applicant cannot be contacted within 3 working days by alternate means, the apartment will be offered to the next applicant on the waiting list. Attempts to contact the household will be documented in the applicant file, and the applicant will be removed from the waiting list.

If the applicant is offered a unit in writing but fails to reply by the date noted on the offer letter, the applicant will be removed from the waiting list. The apartment will be offered to the next applicant on the waiting list.

If an applicant fails to move in on the agreed-upon date without notice, the application will be rejected, the applicant's name will be removed from all waiting lists and the apartment will be offered to the next household on the waiting list. An exception will be made in the case of a medical extenuating circumstance; in this case, the applicant will retain his/her place on the waiting list, and the unit will be offered to the next applicant on the list.



When there are no residents or applicants who need the features of existing accessible units, persons without disabilities may move into those apartments. However, they must agree to move to an available apartment of the appropriate bedroom size with no such design features, if an applicant or current resident requires that accessible unit. Units designed for the mobility-impaired are set aside for individuals who are mobility impaired.

## Prior to Move-In

Management will explain the rules regarding the following:

- Security deposits
- Annual and Interim recertification requirements
- Unit inspections
- Community policies
- Transfer policies

All adult household members (age 18 and older and any adjudicated minors who are the Head, Spouse or Co-Head) will sign the Lease, the Community Policies or House Rules, Verification Consent Forms, and related documents and addenda.

The applicant will pay the security deposit and rent for the first month, as set forth in the Lease.

## Apartment Inspection

All apartments must undergo a move-in inspection by management and the tenant the day of or prior to the day of move-in. A move-in inspection form will be completed and signed and dated by the tenant and management, confirming that the unit is in decent, safe, and sanitary condition.

After move-in, inspections may be conducted by overseeing regulatory agencies.

## Unit Transfer Policies

Residents will be placed on a separate internal unit transfer waiting list if they meet one of the following ranked conditions:

- VAWA emergency transfers within the property.
- Unit transfer needed for medical reasons which are certified by doctor or needed based on the need for an accessible unit, as certified by a physician or other medical professional, as a reasonable accommodation for persons with verified disabilities.
- Unit transfer is needed due to a change in family composition and/or family size.
  - o This includes scenarios wherein households internally decide that current sleeping



arrangements are no longer appropriate for all members and the household qualifies for a larger unit size.

Current residents who require unit transfers for these reasons will always be accommodated before assigning units to external applicants.

If a tenant is transferred as a reasonable accommodation to a household member's verified disability, the owner will pay the costs (not to include transfer of utilities) associated with the transfer, unless doing so would be an undue financial/administrative burden.

Unit transfers will not be granted if the household:

- Has provided management with notice of their intent to move.
- Is currently under eviction proceedings.
- Has an outstanding balance on the resident ledger (rent or damage charges or late fees) and/or subsidy repayment agreement.
- Did not pass the last completed unit inspection because of unsafe or insanitary conditions.

Unit transfers at this property will require close-out of the security deposit on the original unit and recollection of the security deposit on the new unit.

## Annual and Interim Recertifications

Households must undergo a recertification of income, assets, and student status circumstances every 1 years. Interim recertifications depend upon certain resident changes such as changes to household composition, member status, and/or changes in income or assets at what year the property is in for the tax credit compliance period.

Tenants are required to notify management when there is any change in household composition. The same screening criteria are used for all new household members as are required for new households (with the exception of credit checks for Live-In Aides).

Residents are required to report changes, between Annual Recertifications, based on reporting requirements outlined in the state housing finance agency's Compliance Manual.

## Remaining Family Members

In order to stay in the unit as a remaining family member and as the new Head of Household if the Head of Household leaves the unit, a person must already be on the Tenant Income Certification and the lease when the Head of Household leaves and must be of legal contract age under state law.



## Assistance Animals and Pets

The family designated properties for which this Tenant Selection Plan applies do not allow pets. The senior designated properties do allow pets.

Property Name	Pets Allowed (type of pet and any weight restrictions)	\$ Amount of Refundable Deposit Required per Cat or Dog	Breed limitations
All senior designated communities	Dog/Cat- 1 at 30 lbs max Birds: Two caged max Fish/turtle- Max aquarium size 20 gallons Small caged rodents- hamster, guinea pig, rabbits (two max).	\$250	*No vicious or intimidating breeds, including Pit Bull, Rottweiler, Chow, Boxer, Doberman. Wild, Feral, poisonous animals non-human primates, any animal whose climatologically needs cannot be met in the unaltered environment, pot bellied pigs, ferrets, chicks, pigeons, doves, mynahs, snakes or other kinds of reptiles.

If permitted, residents are allowed to keep pets in the unit only after having received management approval. Pet fees or monthly pet rent in the amount of \$25 is charged. Certain rules and restrictions apply and are expanded upon in the Supplemental Animal Policy and in the Resident Handbook.

Assistance animals are not pets and are always permitted as a reasonable accommodation for persons with verified disabilities to alleviate the symptoms of a disability. This need will be properly verified by a physician, psychiatrist, social worker, or other professional with the capacity to provide this verification.

There must be a direct relationship between the person's disability and his or her need for the animal. Neither a security deposit nor a pet fee is required for an assistance animal. All state and local health, safety, and licensing laws apply. Refer to the Supplemental Animal Policy in the Resident Handbook for animal care responsibilities, as these rules apply to both assistive animals and household pets.

Management reserves the right to deny a specific assistance animal only if:

- There is documented proof, based on prior behavior of the animal, that it poses a direct threat to the health and safety of others that cannot be reduced or eliminated by a reasonable accommodation, or
- There is documented proof, based on prior behavior of the animal, that it would cause substantial physical damage to the property of others, or
- It can be specifically documented that the presence of the assistance animal would pose an undue financial and administrative burden to the provider, or



- Documented evidence must show that the presence of the assistance animal would fundamentally alter the nature of this property's services.

## Protections Under VAWA

In addition to the language below, this property also has a VAWA Policy outlining steps management must follow with regards to handling requests for VAWA protections.

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. The owner/agent understands that, regardless of whether state or local laws protect victims of domestic violence, dating violence, sexual assault and/or stalking, victims of violence have certain rights under the Violence Against Women Reauthorization Act of 2013.

This policy is intended to support or assist victims of domestic violence, dating violence, sexual assault and/or stalking (hereafter referred to as VAWA crimes) and protect persons seeking to exercise VAWA protections, as well as affiliated individuals, from being denied housing or from losing their housing as a consequence of their status as victim of VAWA crimes.

Only residents who are assisted by a covered housing program can invoke the VAWA protections that apply solely to residents. The term "resident" refers to an assisted family and the members of the household on their lease but does not include guests or unreported members of a household.

In addition, a live-in aide or caregiver is not a resident, unless otherwise provided by program regulations, and cannot invoke VAWA protections.

VAWA ensures that person seeking to exercise VAWA protections are not denied housing **solely** because the person is a victim of an offense covered under the VAWA (domestic violence, dating violence, stalking and/or sexual assault).

However, being a victim of a VAWA crime is not reason to change the eligibility or applicant screening requirements set forth in the tenant selection plan unless such requirements interfere with protections provided under the VAWA.

Being a person seeking to exercise VAWA protections of an offense covered under the VAWA is not reason to waive requirements set forth in the Lease or in any lease attachment unless such requirements interfere with protections provided under the VAWA.

The owner/agent will not assume that any act is a result of abuse covered under the Violence Against Women Act. In order to receive the protections outlined in the VAWA, the applicant/resident must specify that He/She/They wishes to exercise these protections.





If any applicant or resident wishes to exercise their VAWA protections, He/She/They should contact the owner/agent or property management staff immediately. The owner/agent is committed to ensuring that the Privacy Act is enforced in this and all other situations.

### Confidentiality

The identity of the person seeking to exercise VAWA protections and all information provided to owner/agent relating to the incident(s) of abuse covered under the VAWA will be retained in confidence. Information will not be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is:

- Requested or consented to by the person seeking to exercise VAWA protections in writing;
- Required for use in an eviction proceeding or termination of assistance; or
- Otherwise required by applicable law.

The owner/agent will retain all documentation relating to an individual's domestic violence, dating violence, sexual assault and/or stalking in a separate file that is kept in a separate secure location from other applicant or resident files.

### Requests & Certification

When the owner/agent responds to a request for protections provided under the VAWA the owner/agent will request that an individual complete, sign, and submit a certification form. This certification may be submitted in an equally effective manner, as a reasonable accommodation, if there is the presence of a disability.

The owner/agent understands that the delivery of the certification form to the applicant/resident via mail may place the person seeking to exercise VAWA protections at risk, (e.g., the abuser may monitor the mail). The owner/agent will work with the applicant/resident in making acceptable delivery arrangements, such as inviting them into the office to pick up the certification form or making other discreet arrangements.

If the applicant/resident has sought assistance in addressing VAWA crimes from a federal, state, tribal, territorial jurisdiction, local police or court, the applicant/resident may submit written proof of this outreach in lieu of the certification form. The owner/agent may accept the following:

- A federal, state, tribal, territorial, or local police record or court record or
- Documentation signed and attested to by a professional (employee, agent or volunteer of a person seeking to exercise VAWA protections service provider, an attorney, medical personnel, etc.) From whom the person seeking to exercise VAWA protections has sought assistance in addressing domestic violence, dating violence and/or stalking or the effects of the abuse. The signatory attests under penalty of perjury (28 U.S.C. §1746) to his/her belief that the incident in question represents bona fide abuse, and the person seeking to exercise VAWA protections of such crimes has signed or attested to the documentation.
- If the applicant is currently living in a shelter established to protect person seeking to exercise VAWA protections s of violence covered under the VAWA, the owner/agent will accept verification of such living arrangement in lieu of the certification or other forms as noted above.





The person seeking to exercise VAWA protections must provide such documentation within fourteen (14) business days of the request. The owner/agent may consider extending the deadline if requested and if specific circumstances prevent the person seeking to exercise VAWA protections from submitting the form within fourteen (14) business days.

The person seeking to exercise VAWA protections is not required to name his/her abuser if doing so would result in imminent threat or if the person seeking to exercise VAWA protections does not know the name of his/her abuser.

To ensure that a person is not wrongly accused of committing an offense covered under the VAWA, the owner/agent will carefully evaluate abuse claims as to avoid denial, termination of tenancy or eviction based on false or unsubstantiated accusations.

### Criminal Background Check

Domestic violence can often have negative criminal consequences for a victim of VAWA crimes. The perpetrator may cause damage to the victim's property causing eviction. The perpetrator may force a victim to participate in criminal activity, or a victim may be arrested and/or listed on a police report as part of policies that require arresting both parties in a domestic disturbance. Management will take such extenuating circumstances into account and will not deny tenancy or occupancy rights based solely on these adverse factors that are a direct result of being a victim of VAWA crimes.

### Rental History

Domestic violence can often have negative consequences for a victim of VAWA crimes. The perpetrator may cause damage to a victim's property causing eviction and/or poor rental history. The perpetrator may force a victim to participate in criminal activity or a victim may be arrested as part of policies that require arresting both parties in a domestic disturbance. Management will take such extenuating circumstances into account and will not deny tenancy or occupancy rights based solely on these adverse factors that are a direct result of being a victim of VAWA crimes.

The owner/agent will review and respond to requests to exercise protections provided under the VAWA within ten (10) business days of receiving all required documentation. The owner/agent may provide the response in any manner acceptable to the person seeking to exercise VAWA protections and the owner/agent. Responses include:

- Approval of the Request
- Denial of the Request
- Request for additional information

If the request is denied, the person seeking to exercise VAWA protections may appeal the decision. The appeal meeting will be conducted by someone who was not involved in the original decision to deny.



## Lease Bifurcation

If the owner/agent determines that physical abuse caused by a resident is clear and present, the law provides the owner/agent with the authority to bifurcate a lease (i.e., remove or evict any abuser, while allowing the person seeking to exercise VAWA protections, who lawfully occupies the home, to maintain tenancy.)

The owner/agent may attempt to evict the abuser, but residents should know that state/local tenant/landlord laws prevail and the owner/agent must comply with such laws. The owner/agent cannot guarantee that a court will award or enforce an eviction.

Owner/agents must keep in mind that the eviction of or the termination action against the individual must be in accordance with the procedures prescribed by federal, state, and local law. The owner/agent is committed to attempting to assist the person seeking to exercise VAWA protections, however, evictions are generally carried out through the court system and the owner/agent cannot override or circumvent a legal decision.

In the event that one household member is removed from the unit because of engaging in acts of domestic violence, dating violence, sexual assault and/or stalking against another household member, an appropriate certification will be processed reflecting the change in household composition. Special consideration will be given if the remaining household members are not qualified to remain in the unit as a "remaining household member".

If a lease is bifurcated or if a resident is evicted from the property because of an offense covered under the Violence Against Women Act, the person will be permanently barred from the property.

Inviting a person evicted because of an offense covered under the Violence Against Women Act or encouraging such person to remain on the property is a lease violation. The resident agrees to notify the owner/agent and/or the local authorities if such person enters the property.

## Nonretaliation

The owner/agent will not discriminate against any person because that person has opposed any act or practice made unlawful by the Violence Against Women Act or because that person testified, assisted, or participated in any matter related to the Violence Against Women Act or a VAWA crime.

## Noncoercion

The owner/agent shall not 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 the Violence Against Women Act including:

1. Intimidating or threatening any person because that person is assisting or encouraging a person entitled to claim the rights or protections under the Violence Against Women Act.
2. Retaliating against any person because that person has participated in any investigation or action to enforce the Violence Against Women Act.



## Protection to Report Crimes from Home

Owner/agents, residents, occupants, service providers, guests and applicants 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 individual will not be penalized based on their requests for assistance or based on criminal activity of which they are a survivor or otherwise not at fault under statutes, ordinances, regulations, or policies adopted or enforced by covered governmental entities. Prohibited penalties include actual or threatened assessment of monetary or criminal penalties, eviction, refusal to rent or renew tenancy, or closure of the property.

## **Bed Bug Screening and Treatment**

Prior to move in, a vacant unit will be inspected for bed bugs. If bed bugs are found, management will treat this unit at no cost to the tenant.

