

**WESTHAVEN PARK PHASE IIB RENTAL  
and SUBSEQUENT RENTAL PHASES**

**ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

DRAFT

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## **1.0 PURPOSE**

This policy is established in order that the Landlord (WHP-IIB, LLC, for the Rental Phase IIB, and any landlord for a subsequent rental phase) and its Management Agent (Interstate Realty Management or any successor) (the "Agent") will meet its responsibilities pursuant to the United States Housing Act of 1937, as amended, Title VI of the Civil Rights Act of 1964, and all other civil rights requirements, regulations, promulgated by the U.S. Department of Housing and Urban Development (HUD), Annual Contributions Contract, Regulatory and Operating Agreement, Section 42 of the Internal Revenue Code of 1986, Section 142 (d) of the Internal Revenue Code of 1986 as Amended, if applicable, the Federal HOME Investment Partnership Program, Illinois Low-Income Housing Trust Fund, the Federal Home Loan Bank, for its Affordable Housing Program, and state and local laws, and any other applicable affordable housing programs.

This Policy governs admission and occupancy of units at Westhaven Park Phase IIB Rental, and any subsequent Westhaven rental phases in the City of Chicago. It is the intent of the Landlord and Agent to provide decent, safe, and affordable housing for qualified families in all units owned and/or operated by the Landlord or Agent.

The Landlord and Agent will not discriminate on the basis of race, color, creed, national origin, religion, age, sex, handicap, marital status, or any other protected status in any phase of the occupancy process. The occupancy process includes, but is not necessarily limited to, application processing, leasing, transfers, access to management and services, access to common facilities, treatment of residents and termination of occupancy.

## **2.0 DEFINITIONS**

NOTE: Definitions may be modified from time to time because of issuance of Federal, State or local regulations.

### **2.1 Adjusted Income**

Annual income less:

- A. \$480.00 for each dependent;
- B. \$400.00 for any family whose head of household or spouse is 62 years of age or older, handicapped or disabled;
- C. Medical expenses in an amount that exceeds three (3%) percent of annual income for any elderly family. NOTE: The amount allowable as a deduction for elderly families entitled to both medical and handicapped

assistance expenses is the amount that the combined expenses exceed three (3%) percent of annual income;

- D. Handicapped assistance expenses in excess of three (3%) percent of annual income if such expenses enable a family member to work; and
- E. Child care expenses for the care of children 12 years of age and younger if such expenses enable a family member to work or attend school and no other family member is available to care for them.
- F. Child Support payments not to exceed \$480 per child (not living in the home).

## **2.2 Annual Income**

- A. Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets for the 12-month period following the effective date of initial determination or re-examination of income, exclusive of certain types of income specified in paragraph C in this section.
- B. Income includes, but is not limited to:
  - 1. The full amount, before any payroll deductions of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
  - 2. The net income from operation of business or profession (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business, but straight-line depreciation of assets is allowable);
  - 3. Interest, dividends, and other net income of any kind from real or personal property (for this purpose, expenditures for amortization of capital indebtedness shall not be deducted to determine the net income from real or personal property, but straight-line depreciation of assets is permissible). Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
  - 4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (see paragraph C.3. of this section);
6. Welfare assistance, if the payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
  - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities plus;
  - b. The maximum amount that the welfare assistance could, in fact, allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage;
  - c. The Imputed Welfare Income is the amount of income not actually received by a family member, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income. Annual income is Imputed Welfare income plus the amount of other annual income. However, the amount of imputed annual income is offset by income from other sources received by the family that starts after the sanction is imposed;
7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
8. All regular pay, special pay, and allowances of a member of the United States Armed Forces (see paragraph C.7 of this section); and
9. Relocation payments.

C. Annual income does not include the following:

1. Income from employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone);
3. Lump-sum additions to family assets such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), lump-sum payments for the delayed start of periodic payments received from Social Security/Supplement Security Income (SSI), capital gains and

- settlement for personal or property losses (see paragraph B.5 of this section);
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
  5. Income of a Live-In aide, as defined in Section 2.18;
  6. The full amount of student financial assistance paid directly to the student or to the educational institution;
  7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
  8. Amounts received under training programs funded by HUD;
  9. Amounts received by a Person With a Disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  10. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
  10. A resident service stipend. A resident service stipend is a modest amount (not to exceed \$200.00 per month) received by a public housing resident for performing a service for Agent, on a part-time basis, that enhances the quality of life in public housing. No resident may receive more than one such stipend during the same period of time;
  11. Compensation from State or local employment training programs and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined by Agent;
  12. Temporary non-recurring or sporadic income (including gifts);
  13. Reparation payments made by foreign governments in connection with the Holocaust (for all initial determinations and re-examinations carried out on or after April 13, 1993);
  14. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. A listing of those programs specifically excluded is attached hereto as **Appendix A**;
  15. Earned income of Full-Time Students age 18 and older in excess of \$480.00 annually;
  16. Adoption assistance payments in excess of \$480.00 per adopted child;

17. The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the U.S. Housing Act of 1937, or any comparable Federal, State, or local law during the exclusion period;
18. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;
19. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
20. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
21. Two-year Rent Phase-in or Savings Account Income Disallowance; The earned income of an eligible family member will be excluded from the rent determination and phased in over a two-year period. In lieu of the rent phase-in, at the resident's request, a savings account may be established for the resident. To be eligible, a (i) family must be a current resident of Public Housing, whose income must have increased as a result of employment, and the leaseholder must have been previously unemployed for one or more years; or (ii) the family must have received earned income increases during the participation in any family self-sufficiency or other job training program; or (iii) the family is or was, within the last six months, receiving assistance from TANF and their earned income increases.

D. Treatment of income changes resulting from welfare program requirements.

In accordance with the Work Responsibility Act of 1999, the Agent will not reduce the monthly rental payment made by families whose welfare assistance is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement. The family shall not have their rent reduced based on the benefit reduction.

### **2.3 Application for Admission**

A written form to be signed and dated by all adult members of the family that includes information the Agent needs to determine whether the family can be admitted in accordance with Section 4.0. The format for this basic information is developed by the Agent and approved by the Agent.

## **2.4 Child Care Expenses**

Amounts anticipated to be paid by the family for the care of children 12 years of age and younger during the period for which annual income is computed but only where such care is necessary to enable a family member to be gainfully employed or to further his/her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare, and in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

## **2.5 Dependent**

A member of the family household (including foster children) and other than family head or spouse, co-head, common law spouse, or boyfriend/girlfriend of head, who is a minor or is a Person With a Disability or is a Full-Time Student.

## **2.6 Intentionally Deleted**

## **2.7 Displaced Person**

A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.

## **2.8 Elderly Family**

A family whose head or spouse (or sole member) is 62 years of age or older. It may include two or more elderly living together, or one or more of these persons living with one or more live-in aides.

## **2.9 Elderly Person**

A person who is at least 62 years of age.

## **2.10 Near-Elderly**

A person who is at least 50 years of age, but less than 62 years of age.

## **2.11 Family**

A family includes, but is not limited to:

- a. two or more persons living together who are related by blood, marriage or operation of law, or have evidence of a stable relationship which has

existed over a period of time, whose income and/or resources meet the family's needs;

- b. an elderly, near-elderly family or single person as defined in this policy;
- c. the remaining member of a family;
- d. a displaced person; and
- e. a single, pregnant woman.

A person named on the lease living alone during the temporary absence of a family member who will later live regularly as a part of the family is included in this definition.

### **2.12 Flat Rent**

The established rent based on the rental value of each Public Housing unit (as determined by the Agent and Authority) is designed so as not to create a disincentive for continued residency by families who are attempting to become economically self-sufficient through employment or who have attained a level of self-sufficiency through their own efforts. The initial flat rents shall not exceed the maximum LIHTC rents allowed in Chicago and charged for similar unit types under Section 42. In no event will the flat rent for a LIHTC unit exceed the permissible rent under the LIHTC program. Each tenant family occupying a Public Housing Unit must elect annually whether its tenant rent will be calculated as a "flat rent" or as an "income-based rent".

### **2.13 Full-Time Student**

A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

### **2.14 Handicapped Assistance Expense**

Reasonable costs that are anticipated, during the period for which annual income is computed, for live-in aides and auxiliary apparatus for a handicapped or disabled family member and that are necessary to enable a family member to work.

### **2.15 Head of Household**

The head of household is an adult member or an emancipated member of the family who is responsible for supplying the needs of the family.

**2.16 Intentionally Deleted**

**2.17 Intentionally Deleted**

**2.18 Live-In Aides**

A person who resides with an Elderly Person or a Person With a Disability who:

- A. is, as verified by a Doctor or other health professional, to be essential to the care or well being of the person;
- B. is not obligated for support of the person; and
- C. would not be living in the unit except to provide necessary supportive services.

**2.19 Community (or Site)**

A term used to identify units located in the Westhaven Park Phase IIB Rental or IIC (Rental or For-Sale) and IID, as applicable, development.

**2.20 Lower Income Family**

A Public Housing family whose annual income does not exceed 80 percent (80%) of the median income by family size for the area, as determined by HUD.

**2.21 Medical Expenses**

Those medical expenses, including medical insurance premiums, which are anticipated during the period for which annual income is computed, and that are not covered by insurance or reimbursed.

**2.22 Minor**

A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

**2.23 Monthly Adjusted Income**

One-twelfth (1/12) of adjusted income.

**2.24 Monthly Income**

One twelfth (1/12) of annual income.

## **2.25 Net Family Assets**

Net cash value after deducting reasonable costs that would be incurred in disposing of real and personal property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and equity of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under Section 2.2.) In determining net family assets, the Agent shall include the value of any assets disposed of by an applicant or resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two (2) years preceding the date of application for the program or re-examination, as applicable, in excess of the consideration received therefore. In the case of a disposition as a part of the separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident receives important consideration not measurable in dollar terms.

## **2.26 Person With a Disability**

Shall mean a person with a disability as defined in Section 233 of the Social Security Act (42 USC 423) or in Section 102 of the Development Disabilities Services Facilities Construction Amendments of 1970 (42 USC 2691 (1)); or a person having a physical or mental impairment that:

- A. is expected to be of a long-continued and indefinite duration;
- B. substantially impedes his/her ability to live independently; and
- C. is of such a nature that such ability could be improved by more suitable housing conditions.

## **2.27 Public Housing Requirements**

Shall mean the Act, HUD regulations thereunder (except to the extent that HUD has granted waivers of regulatory requirements), the ACC (including the Mixed Finance Amendment), the HOPE VI Grant Agreement dated August 29, 1997, as amended between HUD and the Authority, the Henry Horner Homes Phase II HOPE VI Revitalization Plan dated December 2001, as amended, if applicable, the Mixed Finance Proposal dated June 23, 2006, as amended, the Declaration of Restrictive Covenants, the Regulatory and Operating Agreement, Gautreaux Court Orders, Horner Court Orders, the Moving to Work Demonstration

Agreement, and all other pertinent Federal statutory, executive orders, and regulatory requirements, as such requirements may be amended from time to time.

## **2.28 Reasonable Accommodation**

Reasonable accommodation is making alterations or adaptations to provide access to otherwise qualified Persons With Disabilities in the use of the program and facilities, without causing undue hardship or substantially altering the program or activity, in compliance with ADA Regulations.

## **2.29 Single Person**

A single person is a person living alone or intending to live alone, and who does not qualify as an elderly family, near-elderly, or a Person With a Disability or a displaced person as defined in this Section, or as the remaining member of a resident family, or who is not a single, pregnant woman.

## **2.30 Spouse**

The husband or wife of the head of household.

## **2.31 Resident Rent**

The amount payable monthly by the family as rent to the Agent for occupancy of a unit. Some utilities and other essential housing services are not supplied by the Agent, and the cost thereof is not included in the amount paid as rent. Resident Rent for Public Housing Residents equals total resident payment less the utility allowance. Resident Rent for LIHTC units will be determined by the Agent but shall not exceed the maximum rent allowed under Tax Credit and Other Requirements.

## **2.32 Total Resident Payment**

The monthly amount calculated for a Public Housing Unit under “A” below. Total resident payment does not include charges for excess utility consumption or miscellaneous charges.

- A. Total Resident Payment for a family whose initial lease is effective on or after August 1, 1982, shall be the highest of the following, rounded to the nearest dollar:
1. 30 percent (30%) of monthly adjusted income,
  2. 10 percent (10%) of monthly income, or
  3. Minimum Rent; or

Flat Rent, if elected by the resident.

### **2.33 Minimum Rent**

In accordance with Section 507 of the Quality Housing and Work Responsibility Act of 1998, minimum rent requirements have been set at \$75 for Public Housing Residents. The act also requires the Agent to waive minimum rents for an indefinite period of time for Public Housing families with a long-term financial hardship. The resident must provide Agent with reasonable documentation to substantiate the financial hardship.

A financial hardship includes the following situations:

1. The family is awaiting an eligibility determination to receive federal, state or local assistance (includes legal aliens entitled to receive assistance under the INA).
2. The family's income decreases due to changed circumstances, loss of employment or a death in the family.
3. The family will be evicted as a result of non-payment of the minimum rent.

Financial hardship status will be granted immediately to Public Housing families requesting a hardship exemption for a period of 90 days. When the family request a hardship exemption, the minimum rent requirement will be immediately suspended until a determination can be made by Property Management as to the validity of the hardship exemption and whether it is temporary or long term.

Existing Horner Residents who, at the time of admission, are paying less than \$25 per month, shall be exempt from the minimum rent requirement until the earlier of their first renewal date or when their income-based rent calculation exceeds \$25.

### **2.34 Utilities**

Utilities are water, electricity, gas, telephone, cable TV, garbage and sewage services. Residents shall be responsible for all utilities except water, trash and sewer.

### **2.35 Utility Allowance**

If the cost of utilities (except telephone and cable TV) and other housing services for a Public Housing unit is not included in the resident rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by the Agent or HUD, under 24 CFR Part 965, of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances should be consistent with the requirements of a safe, sanitary, and healthful living environment.

### **2.35 Utility Reimbursement**

The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total resident payment for the family occupying the unit.

### **2.36 Very Low-Income Family**

A family whose annual income does not exceed 50 percent (50%) of the median income by family size for the area, as determined by HUD.

### **2.37 Veteran**

Veteran is a person who served in the active military, naval, or air service, and who was discharged or released under honorable or general conditions.

### **2.38 Welfare Assistance**

Welfare or other payments to families, based on need, that are made under programs funded, separately or jointly, by federal, state or local governments.

### **2.39 Hate Crimes**

Actual or threatened physical violence or intimidation that is directed against a person or his or her property, and that is based on a person's race, color, religion, sex, national origin, handicap, or familial status.

### **2.40 Section 42**

Section 42 of the Internal Revenue Code of 1986, as amended, and any implementing regulations.

### **2.41 Tax Credit and Other Requirements**

Any and all matters required by Section 42 of the Internal Revenue Code of 1986 as Amended, the Federal HOME Investment Partnership Program, Illinois Low-Income Housing Trust Fund, the Federal Home Loan Bank's Affordable Housing Program, or any other agreement made as a condition of receipt of tax credits, whether or not such requirement is explicitly stated in section 42 or regulations thereunder, and any other requirements under applicable affordable housing finance programs.

## **3.0 DETERMINATION OF ELIGIBILITY AND SUITABILITY**

The Application for Admission and Record of Applications (hereinafter called "Waiting List") constitutes the basic records of each family applying for

admission. Prior to the execution of any lease between the Agent and the applicant, the Agent will certify in writing that the family meets all conditions governing eligibility. Except as provided in section 4.6 A(1), the Tenant Selection Committee “TSC” shall review and approve all applications for admission to Public Housing Units in accordance with the terms outlined in the Amended Consent Decree.

If the Agent or TSC determines that an applicant is ineligible, the Agent shall promptly notify the applicant. When requested, and within a reasonable time after the determination is made, the applicant shall be provided an opportunity for an informal hearing conducted by someone other than the person who made the initial decision.

If a determination has been made that the applicant is eligible and satisfies all requirements for admission, the applicant shall be notified of the approximate date of occupancy insofar as that date can be reasonably determined.

#### **4.0 ADMISSION AND SELECTION**

##### **4.1 PHA Assisted Units**

Agent will continuously set aside 70 units in the Phase IIB Rental Development as PHA-Assisted Units during the term of this Agreement, which units will initially contain a total of 162 bedrooms. Provided that Agent continues operating the PHA-Assisted Units in accordance with the Act and in accordance with the terms of the Regulatory and Operating Agreement, such units shall be eligible to receive Operating Subsidy Payments from the Authority. The PHA-Assisted Units shall initially comprise the following mixture of unit sizes and descriptions:

<u>Unit Size</u>	<u>Family Units</u>
1 Bedroom	24
2 Bedrooms	12
3 Bedrooms	22
4 Bedrooms	12

The PHA-Assisted Units shall be scattered evenly throughout the Development, and within structures within the Development. PHA-Assisted Units and Non-PHA-Assisted Units shall be maintained and operated without distinction, excepting such differences in admissions procedures, lease terms and other conditions as are mandated by Public Housing Requirements or intended by Agent and Authority to effectuate Public Housing Requirements and/or benefit the PHA-Assisted Units.

For subsequent Westhaven rental phases, the number of public housing units in such phase, the initial total number of bedrooms and the number and bedroom

size of the public housing units shall be set forth in a rider attached to this Admissions and Continued Occupancy Policy (the “Rider”).

#### **4.2 Target Mix of Incomes**

In accordance with the Amended Consent Decree, the Agreed to Orders and the approved Development Agreement, and subject to the Second Amendment to Memorandum of Agreement among Agent, HRC and the Authority, the following unit mix will be maintained among the 97 Tax Credit Units (which includes 70 Public Housing Units in Phase IIB Rental Development).

- a. 10 units shall be rented to applicants whose income at the time of their admission is at or below 30% area median income (AMI), 15 units shall be rented to applicants whose income at the time of their admission is at or below 40% AMI, 45 units shall be rented to applicants whose income at the time of their admission is at or below 50% AMI, and 27 units shall be rented to applicants whose income at the time of their admission is at or below 60% of AMI.
- b. 7 of the 70 Public Housing Units shall be rented to applicants whose income at the time of their admission is between 40% and 50% of AMI.
- c. 7 of the 70 Public Housing Units shall be rented to applicants whose income at the time of their admission is between 40% and 60% of area median income.
- d. In no event shall any applicant be admitted to a Public Housing Unit whose income exceeds the maximum income allowable under Tax Credit and Other Requirements.
- e. The Management Agent will take all reasonable steps to maintain qualified applicants on the Waiting List within all Income Tiers, and will diligently attempt to satisfy the required income-bands described above and will keep records of its efforts to meet such requirements. However, if after a diligent, good faith effort the Management Agent cannot find any qualified applicants within the underrepresented Income Tier described above in subsections (b) and (c), the Management Agent may, after consultation with the Chicago Housing Authority (“CHA”) and receipt of any necessary approvals or waivers, select the next eligible and qualified household on the Waiting List.

For subsequent Westhaven rental phases, the unit-mix and income-tier requirements shall be set forth in the Rider.

### **4.3 Eligibility for Admission**

#### **Eligible applicants for admission to Public Housing Units are those:**

- A. Who qualify as a Family as defined in Section 2.11; and
- B. Whose annual income meets the definitions as outlined in section 4.2 above. Prior to admission each applicant must submit to a certification of all sources of income. The Agent utilizing a “third party” certification procedure will complete this certification. An applicant whose income meets the criteria outlined in Section 4.2 shall be income-eligible.
- C. Who are suitable for housing by meeting the screening criteria listed in section 4.6 below.
- D. All Public Housing Units are LIHTC Units and are subject to the eligibility requirements for LIHTC Units set forth below.

#### **Eligibility for LIHTC Units:**

- A. Income. Applicants must meet the income limits of Tax Credit and Other Requirements. Prior to admission each applicant must submit to a certification of all sources of income. The Agent utilizing a “third party” certification procedure will complete this certification. No applicants will be admitted whose family income exceeds 60% of the area median income as published annually by HUD. Applicant must have enough income to satisfy Agent of an ability to pay the tax credit rental amount, unless they have a Housing Choice Voucher or the applicant is applying for a Public Housing Unit.
- B. Students. Applicants whose household, in its entirety, consists of Full-Time Students and meets one of the exemptions below shall meet this eligibility requirement. For the purposes of Tax Credit and Other Requirements, a Full-Time Student is one who attends, or plans to attend during the next twelve months, an educational organization which normally maintains a regular facility and curriculum for a minimum of five months per calendar year and is considered a full-time student by the institution.

Exemptions for units regulated under section 42 of the Internal Revenue Code are as follows:

- 1) Any one of the students filing a joint federal income tax return. A copy of the joint federal tax return must be included in the applicant’s file;

- 2) A household consisting of a single parent (with custody) and a school age child or children, both of whom are not dependents of a third party;
- 3) A household receiving assistance under Title IV of the Social Security Act;
- 4) A household receiving Temporary Assistance for Needy Families (TANF); or
- 5) A member of the household enrolled in and receiving assistance under the Job Training Partnership Act or similar governmental job training program.

C. Suitability. Who are suitable for housing by meeting the screening criteria listed in section 4.6 below.

**Eligibility for Market Units:**

A. Income. Applicant must have enough income to satisfy Agent of an ability to pay the unrestricted rental amount.

B. Suitability. Who are suitable for housing by meeting the screening criteria listed in section 4.6 below.

**4.4 Applications**

A. An Application for Admission, as defined in Section 2.3, is required for a person to be considered for admission. Applications for Admission will be accepted between the hours of 9:00 a.m. and 5:00 p.m. on Monday through Friday, except designated holidays, at an address to be designated at the time of the commencement of construction of the project.

B. The location, facilities and circumstances for accepting applications will afford persons the greatest opportunity to apply.

C. Every six months the Agent will attempt contact with each person on the waiting list to determine if they are still in need of assistance.

D. The date and time the application is received will be noted on the application form when received by the Agent. All information submitted in the application is subject to verification. Each adult member of the family must sign the completed application.

E. The Agent will keep a copy of each resident's application for admission in the resident's file. Any other occupancy information the Agent collects

must be retained for at least three (3) years or in accordance with Federal Regulations. This will include data on current applicants and residents, and applications from families who were never admitted.

#### **4.5 Record of Applications / Waiting List**

The Agent will first address any remaining referrals of existing Horner residents who have a first priority for housing, if any; then, the Agent will obtain applicants from the CHA HOP list. Once the HOP list is exhausted, applicants will be drawn from the public housing waiting list. The Agent will maintain a separate site-based waiting list for LIHTC and Market applicants subject to the following requirements:

- A. The applicant's name will be placed on the waiting list in order of the date and time the application is received by the Agent. In the case of any remaining Horner residents who have a first priority for housing (specifically, "split families" and other first priority applicants who were at one time ineligible, who are now eligible), the counsel for the HRC shall refer to the Agent the names of the existing residents by order of preference. The Agent will indicate on the waiting list the following about each applicant's family:
  1. Name, address, and phone number of head of household.
  2. Required number of bedrooms.
  3. Race / ethnicity;
  4. Determination of eligibility or ineligibility for selection and screening;
  5. Preference determination;
  6. Date assigned to dwelling unit and identification of unit to which assigned, or date and unit offered and rejected with reason for the rejection noted; and
  7. Reason for removing applicant from consideration for housing; i.e., upon applicant's request, failure to communicate continued interest, or applicant no longer qualifies.
- B. Subsequent referrals will be from the CHA HOP list, or as otherwise provided in the amended Memorandum of Agreement or Horner Court Orders, and then from public housing applicants. Consistent with the objectives of Title VI of the Civil Rights Act of 1964, the Regulatory and Operating Agreement, Amended Consent Decree, HUD regulations and

policies, offers to the applicants on the waiting list for appropriate sized units will be made after preferences are applied.

#### **4.6 Screening, Verification, Selection of Applicants and Resident Assignment**

##### **A. Screening**

1. Existing Horner Residents, covered by the Amended Consent Decree, shall be screened by the Agent utilizing the eligibility criteria outlined in the Horner Amended Consent Decree. Existing Horner Residents who do not meet the eligibility criteria shall be rejected for housing. The Agent, subject to the terms of the Memorandum of Agreement, as amended, may defer existing Horner Residents who meet the eligibility criteria. Those who meet the eligibility criteria and are not targeted for deferral will be considered suitable for housing.
2. Eligible applicants for Public Housing will be screened by the Tenant Selection Committee (TSC) as outlined in the Amended Consent Decree utilizing the screening criteria outlined below. Those who meet the screening criteria will be considered suitable for housing. Those applicants failing to meet the screening criteria will be rejected. Should the TSC be unable to reach a decision on the suitability of any applicant within 15 business days of receiving the complete file on an eligible applicant, the Agent may, utilizing the screening criteria, make a determination on the suitability of the applicant. The Agent shall notify the TSC of its determination in writing.
3. Eligible applicants for LIHTC units shall be screened utilizing the screening criteria listed below. Those who meet the screening criteria will be considered suitable for housing. Those applicants failing to meet the screening criteria will be rejected.
4. Eligible applicants for Market Units shall be screened utilizing items d-h of the screening criteria listed below. Those who meet the screening criteria will be considered suitable for housing. Those applicants failing to meet the screening criteria will be rejected.
5. Screening Criteria: The screening and rejection criteria applies to all individuals listed as head of household, spouse and all adult members of the applicants household (i.e. 18 years of age or older) who are expected or proposed to reside in the unit.

An applicant household and/or any additional household member who is proposed to reside in the unit will be refused occupancy for one or more of the following reasons:

- a) The household annual income exceeds the applicable Tax Credit and Other Requirements Income Limits.
- b) All members of the household are Full-Time Students and no one qualifies for an eligibility exemption.
- c) The household's monthly income is less than 2.5 times the monthly rent unless the applicant has a Housing Choice Voucher or receives Public Housing assistance.
- d) Poor credit history, which is indicated by:
  - 1) Any credit rating reflecting a payment history, during the previous five (5) years of four (4) instances of over ninety (90) days or more past due. Accounts that have been charged off during the previous five (5) years will be considered over ninety (90) days past due. Medical bills, student loans, telephone bills, cable bills, and any retail credit card accounts for one thousand dollars (\$1000.00) or less will NOT be counted.
  - 2) Any applicant, spouse or co-head of household who has filed for bankruptcy within the last three (3) years.
- e) Poor landlord reference, which would be, indicated when a previous landlord shows the applicant to be:
  - 1) Continually late in payment of rent.  
or
  - 2) A source of conflict with management and/or other residents documented by written notices from the landlord to the applicant.  
or
  - 3) Destructive to the apartment and/or public areas.  
or
  - 4) In violation of lease agreements.
- f) Poor housekeeping which would be indicated when one or more of the following observations are made during a housekeeping visit:

- 1) Habits that are detrimental to the property or other residents, such as poor care of appliances, plumbing fixtures, etc.
- 2) Poor housekeeping habits that could lead to an unhealthy environment for the applicant and other residents including: food left open or out; dirty dishes left unattended; dirty floors and/or fixtures; excessive dirt and/or grease on stove; mold and/or mildew build up in kitchen or bathroom; excessive dirt on floors, walls, ceilings, cabinets or doors; excessive clothing or belongings strewn about in an unorganized fashion.
- 3) Evidence of negligent dependent care.
- 4) Physical abuse of facilities.
- 5) Any evidence of conduct that can be detrimental to the property including the creation of any type of fire hazard or any conduct that could lead to insect or rodent infestation.

g) Adverse police record, which would be indicated by the following:

- 1) Any drug-related arrest pending resolution or any drug-related conviction.
- 2) Any arrest for assault and/or battery pending resolution or any conviction for assault and/or battery.
- 3) Any felony arrest pending resolution or any felony conviction involving physical violence to persons or crimes against property that adversely affects the health, safety or welfare of other persons or the misdemeanors of aggravated assault, unlawful use of a weapon, battery or criminal damage to property.

h) Any indication that the applicant:

- 1) cannot adequately control their dependents, including review of school attendance records of minors in the

household, so as to adversely affect the property and/or other residents;

- 2) or any household member would be a threat to the safety and well being of the property and/or other residents;
- 3) will be unable to comply with the terms of the lease agreement.
- 4) cannot adequately sustain decent levels of habitability.

Each rejected applicant will be notified in writing of the reason(s) for rejection. This notice will advise the applicant that he/she may within fourteen (14) calendar days of the receipt of the notice, request in writing a meeting to discuss the reason for rejection and any mitigating circumstances for their rejection.

The Agent shall meet with all rejected applicants for non-ACC units, who request a meeting, and shall make a final decision on the suitability of the applicant based on the facts of the meeting.

The TSC shall meet with all rejected applicants for public housing units, who request a meeting. The TSC shall give consideration, on a case-by-case basis, to any mitigating circumstances presented by the applicant at the informal hearing. The TSC will focus on any concrete evidence concerning the seriousness of and the length of time since the unfavorable information, the applicant's conduct since the unfavorable information, and factors that might indicate a reasonable probability of favorable future conduct or financial prospects in determining suitability of the applicant for housing. The TSC shall make a final decision on the suitability of the applicant based on the information presented at the meeting subject to the Public Housing Requirements and the Tax Credit and Other Requirements.

6. The Agent shall not deny admissions to any applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence or stalking, if the applicant otherwise qualifies for assistance or admissions, and nothing in this section shall be construed to supercede any provisions of Federal, state or local law that provide greater protection for victims of domestic violence, dating violence or stalking.

B. Verification

In conjunction with the application process, the Agent shall require whatever documentation is needed to verify information the applicant has provided. The applicant (and other family members as the Agent designates) are required to execute a release and consent form(s) authorizing any person, firm, or association, including any federal, state or local agency to furnish or release to the Agent such information as the Agent determines to be necessary. Verification of eligibility, suitability and preferences, along with any other information, is to be accomplished by thorough evaluation from information submitted by the applicant or received from third parties, including:

1. Verification of age of family members when the sole factor determining eligibility is age, or to support exemptions claimed for minors;
2. Pregnancy when it is the sole basis for determining eligibility;
3. Full-time student status;
4. Social Security numbers for all members of the household six (6) years of age and older if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration. If a family member cannot produce a Social Security Card, only the documents listed below showing his or her Social Security number may be used for verification:

A driver's license, identification card issued by a Federal, State or local agency, identification card issued by a medical insurance company or provider (including Medicare and Medicaid), earnings statements or payroll stubs, bank statements, IRS Form 1099, benefit award letters from government agencies, retirement benefit letter, life insurance policies, and verification of benefits or Social Security Number from Social Security Administration;

5. Disability, handicap, veteran, or serviceman status when they are a factor in determining eligibility. For persons who claim disability but are not recipients of benefits under Section 223 of the Social Security Act or Section 102(b)5 of the Developmental Disabilities Services and Facilities Construction Amendment of 1970, a doctor's or other appropriate professional healthcare person's certification as to the degree and possible length of such disability shall be required. The receipt of veteran's benefits for disability, either

service incurred or otherwise, does not automatically establish eligibility for disability;

6. Eligible immigration status.

C. Selection

In selecting residents from among eligible applicants who meet the screening criteria, first consideration shall be given to matching the size and type unit offered to the family's need. Second consideration shall be given to ensure the applicant's income falls within the target mix of income for the vacant unit as outlined in section 4.2 of this ACOP. Applicants who are determined to be eligible and suitable for housing shall be selected by order of the time and date their application was received by the Agent, subject to the preferences listed below.

**4.7 Transfers**

The Agent shall maintain a centralized list of families (by number of bedrooms) that request to be or need to be transferred. The family name shall be placed on this list on the day the Agent becomes aware of a family composition change or receipt of an approved transfer request from the family Head of Household or other adult family member. Transfers will be made without regard to race, color, creed, national origin, religion, age, sex, handicap, or familial status.

Transfers may be approved at the discretion of the Agent, or his/her designee, for the following reasons:

A. Under Housed

If, upon re-examination, it is found that the size or composition of a family or household has changed so that the unit occupied by the family contains a number of rooms less than necessary to provide decent, safe and sanitary accommodations, and allow separate sleeping accommodations for children and parents, in accordance with federal regulations and Chicago Housing Authority ("CHA") policies, management shall, if possible, reassign or transfer residents to other dwelling units within Westhaven Park.

B. Over Housed

If, upon re-examination, it is found that the size or composition of a family or household has changed so that the unit occupied by the family contains a number of rooms greater than necessary to provide decent, safe, and sanitary accommodations, in accordance with federal guidance and CHA

policies, management shall, if possible, reassign or transfer residents to other dwelling units within Westhaven Park.

C. Medical

A resident may be transferred upon request for medical reasons when a transfer to another unit would eliminate or decrease the advancement of a medical condition or is required in order to be closer to available and necessary medical treatment. A doctor's statement verifying the need for such transfer shall be required, in accordance with Section 504 regulations.

D. Emergency

An adult family member may be transferred upon request if an abusive situation exists within the household (i.e. battered spouse) that required a resident to need emergency housing elsewhere. Transfer may be made only after proper verification and/or investigation. Children may accompany the custodial parent.

E. Natural Disaster

A resident family may be transferred because of a natural disaster (i.e. tornado, fire, flood), which makes the existing unit uninhabitable.

F. Section 504 Compliance

Any resident who has special needs requiring a handicapped accessible unit may be transferred upon request.

G. Safety / Security

When the safety and well being of a resident is in immediate jeopardy of physical and/or emotional harm, a resident member or family may be transferred upon request after proper verification and/or investigation.

H. Other - For Good Cause

Situations may arise which are not included in items A-G whereby in the judgment of the Agent and/or designee determine that it is in the best interest of a resident and/or the development or other residents of the community that a transfer be approved. For example: Continual resident conflict that undermines peaceful community living.

**PRIORITY**

Families under housed shall be given preference over families over housed in the transfer process. Families needing special consideration because of handicap, disability, medical conditions or emergency cases shall be accommodated before over housed families whenever possible. Normally, transfers for hardship reasons, or to correct over/under housing, shall have priority over new applicants.

#### **GENERAL TRANSFER REQUIREMENTS**

- A. Families, who are requesting permission to transfer shall be in “Good Standing” under the terms of their lease and leave the premises in a condition satisfactory to management.
- B. Resident initiated requests during the first twelve (12) months of tenancy will be for emergency situations only and will require the approval of the Agent and/or designee.
- C. The number of units offered to a family transferring will be one.

#### **TRANSFER PROCEDURE:**

- A. Each person who desires to transfer shall submit an Application for Transfer to the Site Manager. It will be the responsibility of the Site Manager to verify the reason for and initially approve such transfer. The Application of each person shall be dated and time stamped when submitted, and if approved, shall be placed on a Transfer Waiting List within each category of each unit size for which the Family is eligible.
- B. Persons who apply for transfer under this plan shall not be required to re-establish their eligibility for housing, but shall be required to provide information on their Transfer Application to include name, address, number of persons in family, the sex and age of each family member and reasons for the transfer request along with any supporting documentation deemed necessary by Agent.

#### **4.8 Income Limits**

The income limits used by this Agent for admission to its sites are established by HUD and usually change on an annual basis. In no case will an applicant be admitted to a LIHTC unit if the applicant family’s income exceeds the LIHTC income limits. The Agent will establish minimum income limits for LIHTC and Market units as the market may dictate.

#### **4.9 Resident Rent Charges**

Residents of the ACC units are to be charged Resident Rent in accordance with 24 CFR Pt 913. Residents of LIHTC units will be charged a rent established by the Agent but in no case shall the LIHTC rent exceed the maximum rent allowable under Tax Credit and Other Requirements. Market rents will be established by the Agent at any level the market may bear.

#### **4.10 Other Charges**

The resident will be charged for special goods and services and for the cost of all repairs and damages caused by carelessness, misuse, or neglect on the part of the resident or guest. Such charges will be for the actual cost of the materials and labor required. A list of standard charges shall be posted in the rental office.

#### **4.11 Occupancy Standards**

To avoid overcrowding and prevent wasted space, units are to be leased in accordance with the occupancy standards set forth below. However, in the event that there are units which cannot be filled with families of appropriate size and type after all possible efforts have been made to stimulate applications, eligible families of the most nearly appropriate size will be housed and will be moved to units of the proper size at the earliest possible date.

- A. Dwelling units shall generally be assigned as follows:
1. Other than husband and wife, co-heads of household, two adults living in a consensual relationship or where there is a child under five, persons of the opposite sex will not occupy the same bedroom.
  2. For reasons of health (old age, physical disability, etc.) separate bedrooms may be provided for such individual family members as verified.
  3. Living rooms will not regularly be used as a bedroom.
  4. Children five and under will share a bedroom with other children five and under regardless of sex.
  5. A female household member five and older will share a bedroom with another female of any age.
  6. A male household member five and older will share a bedroom with another male of any age.

7. A single head of household shall not be required to share a bedroom.
  8. Unborn children will be counted in determining unit size.
  9. The CHA will count a child who is temporarily away from the home attending school, so long as the family can document that child will be living with the family during the summer and vacation months.
  10. A live-in aide may be assigned a bedroom.
- B. Housing units shall be so assigned by taking into consideration every family member, regardless of age, who is to be counted as a person. An unborn child is not counted as a family member; however, Agent will consider size of household with unborn child included.

<u>No. of Bedrooms</u>	<u>Number of Persons Maximum</u>
1	2
2	4
3	6
4	8
5	10

These standards regarding the maximum number of persons who will occupy a unit will be applied within the restraints of financial solvency and program stability. Assignments of families within the unit ranges indicated above will be determined by the Agent based on individual family needs. When it is found that the size of the dwelling is no longer suitable for the family in accordance with these standards, the family will be required to transfer when the appropriate size unit becomes available within Westhaven Park.

#### **4.12 Dwelling Lease**

The Agent shall prepare a lease for the Tax Credit and Public Housing Units, subject to the approval of the Authority and HRC, and a lease for the Market Units.

#### **4.13 Misrepresentation on Application for Admission**

If misrepresentations on Application for Admission result in housing an ineligible or unsuitable family, the family may be required to vacate, even though currently eligible. If misrepresentation or failure to provide facts have resulted in payment

of a lower total resident payment than should have been paid, the family will be required to pay the difference between the total resident payment paid and the amount that should have been paid. In justifiable cases, the Agent may take such other action as deemed reasonable.

## **5.0 CONTINUED OCCUPANCY**

### **5.1 Re-Examination of Resident Eligibility and Rental Adjustments**

- A. As required by law, the Agent will annually re-examine the status of each Public Housing and LIHTC resident family relating to eligibility for continued occupancy, the rent charged, and the size of the apartment required. Residents will be contacted for re-examination approximately 90 days before the anniversary date established by the occupancy date of their lease to begin the re-examination process. Re-examination should be completed before the anniversary date of their lease.
- B. The Agent will annually notify residents:
  - 1. whether the family meets the requirements of eligibility for continued occupancy;
  - 2. the rent to be charged; and
  - 3. the size of the unit required.
- C. Residents, who, at the time of application for continued occupancy, are deemed ineligible by failure to meet the continued occupancy requirements shall be notified in writing of such ineligibility, the reason therefore. Public Housing residents shall be advised of their rights, if any, to a grievance procedure.
- D. Rents will be reviewed at the time of the annual re-examination and, if appropriate, be changed to conform to the approved rent.
- E. The family must report changes in income within ten (10) days of such change. The family must also report changes in the household composition. Once total resident payment is established, such payment rate shall remain in effect until the next annual re-examination, special re-examination, or an interim rent adjustment for a change in family income or family composition. Decreases in family income should be reported so that rent may be adjusted accordingly.

Increases in family income must be reported which would raise the total resident payment.

- F. Increases in rent resulting from rent reviews are effective the first of the second month following the notice of the change.
- G. Decreases in rent are effective the first of the month following the reported change.
- H. If, upon re-examination, it is found that the size or composition of a family or household has changed so that the apartment occupied by the family contains a number of rooms less or greater than necessary to provide decent, safe, and sanitary accommodations as described in the occupancy standards in Part V, management shall give notice of at least thirty (30) days to the resident that the resident may be required to move to another unit.
- I. At the time of re-examination or change in income and/or family composition each family in a Public Housing Unit will be given the option of choosing (1) flat rent established by Agent based on the value of the unit; or (2) income-based rent, which will be the greater of 30 percent of adjusted income or 10 percent of monthly income.

## **5.2 Misrepresentation at Annual Re-Examination**

If the re-examination discloses that the family at time of admission, or at any previous re-examination, made misrepresentations that resulted in the family's being classified as eligible, when in fact ineligible, the family may be required to vacate even though currently eligible. Furthermore, if at the time of re-examination it is found that the misrepresentations or failure to provide facts resulted in a lower rent being charged, the family will be required to pay the difference between the rent paid and the amount that should have been paid. In justifiable cases, the Agent may take such other action as deemed reasonable. If the Agent is unable to complete the annual re-examination because of the fault of the family, the effective date of any change will be the re-examination anniversary date.

If, by no fault of the family, the Agent is unable to complete its annual re-examination, the effective date of any increase in total resident payment will be the first of the second month following completion of re-examination; the effective date of any decrease in total resident payment will remain the re-examination anniversary date, and the family will be given the appropriate total resident payment credits for overpayment.

## **5.3 Collections**

- A. Resident Rent Charges

Rent is due and payable in advance without notice, at the office of the Agent on the first day of each month. If not received by close of business on the 6th day of the month, and the resident has not contacted the Agent, the Agent will mail or deliver a notice of delinquent rent to the resident's address. Such notice will remind the resident of the lease obligation and will designate a deadline, not to exceed fourteen (14) days from the date of the notice, by which the resident is to contact the Agent office and make arrangements for payment. All terminations shall be processed in accordance with the requirements of the lease, state law, and federal regulations.

**B. Other Charges**

Charges other than rent, such as utility charge and resident-caused damages, shall become due and collectible the first day of the month following the month during which the charge is incurred.

**5.4 Inspections**

A. The dwelling unit and premises shall be inspected jointly (when possible) by the applicant or resident and Agent upon move-in. Both parties will agree on the condition of the unit by signing an inspection check sheet. The original check sheet will be kept by the Agent, and a copy will be given to the resident.

B. The inspection will serve as a guide in the determination of needed maintenance or repairs and to assess damage over and above normal wear and tear. Failure to maintain a safe, decent, and sanitary dwelling unit and premises may result in lease termination.

C. Inspections shall be made:

1. At move-in, prior to occupancy;
2. Twice per year (which shall include an inspection for purposes of obtaining a real estate tax abatement for all or a portion of the Public Housing Units);
3. As required to comply with Public Housing Requirements.
4. Follow-up inspections will be scheduled within fifteen (15) days if housekeeping practices or other circumstances require. Appropriate notice to the resident shall be given prior to any inspection which shall be in accordance with the lease; and
5. At move out. Inspections should be done with resident, unless the resident has previously vacated the unit and is unavailable. In the latter case, the Agent will conduct an independent inspection.

**5.5 Horner Engagement Program**

Public Housing Residents of Westhaven Park Phase II shall participate in a pilot program designed to provide unemployed or underemployed public housing residents with services designed to help public housing residents become employable, gain and maintain employment and increase such residents' hourly wage and hours of work, consistent with family or other caregiving responsibilities, in accordance with The Horner Engagement Program agreed to by the CHA and the Horner Residents Committee on April 18, 2008, attached hereto as Appendix B.

## **6.0 SECURITY DEPOSITS**

Each family is required to pay a security deposit. Public Housing Residents shall be required to pay an amount equal to total tenant payment with a minimum of \$75 and a maximum of the flat rent amount or such amount determined applicable to Public Housing Residents. LIHTC and Market Residents are required to pay an amount equal to one-month rent. Payments must be made prior to occupancy. The security deposit will be returned to the resident within thirty (30) days after move-out in accordance with Section 5-12-080 (d) of the Residential Landlord and Tenant Ordinance where:

- A. there is no unpaid rent and charges for which the resident is liable under the lease or as a result of breaching the lease; and
- B. there is no breakage or damage beyond that expected from normal wear and tear.

The security deposit may not be used to pay charges during occupancy.

The amount of security deposit required is specified in the approved dwelling lease.

## **7.0 COMPLAINTS OF DISCRIMINATION**

A Fair Housing and Equal Opportunity poster, containing information on filing complaints with HUD by those persons believing themselves to be subjects of discrimination, will be posted conspicuously in complex offices for public information and inspection.

## **8.0 EVICTIONS**

A family's serious or repeated violations of the material provisions of the tenant's lease shall cause the Agent to begin eviction proceedings in accordance with state law. Violations of the Lease may include, but are not limited to, criminal activity, non-payment of rent, failure to provide Agent with required information for recertification, fraud regarding income and family composition, failure to

maintain unit and surrounding area in a safe and sanitary condition, destruction of Agent property, violation of pet policy, or any serious or repeated violations of the terms of the Lease.

A family may be evicted if:

- A. any tenant or member of the tenant's household engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; or for any drug-related criminal activity on or off the premises; or
- B. any guest engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; or for any drug related criminal activity on or near the premises; and "guest" shall mean (i) a relative or friend of the tenant or any household member who is in the unit with the consent of the tenant or household member, or attending a social event held by the tenant or household member in the unit; (ii) any person accompanying the relative or friend described in clause (i); or (iii) anyone staying overnight in the unit with the permission or knowledge of the tenant or any household member.
- C. any person under the tenant's control engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; or for any drug related criminal activity on the premises; or
- D. any member of the tenant's household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.

Residents of Public Housing Units are entitled to utilize provisions of the Agent's Grievance Procedure to attempt settlement of disputes with the Agent. Upon notice of termination, a resident has ten (10) days to request an informal discussion of the grievance in accordance with the Grievance Procedures, which, if requested, stays the filing of the eviction until the grievance process is completed. If the resident is not satisfied with the response, the resident may, within 7 days, request a formal hearing. Failure to follow this process will result in the resident waiving their rights to a grievance hearing. Evictions for any activity that threatens the health, safety or right of peaceful enjoyment of the premises, in addition to violent or drug-related criminal activity, or activity resulting in a felony conviction, are not eligible for the grievance procedure.

## **9.0 CONFLICT WITH FEDERAL STATUTE, REGULATION, OR HUD POLICY**

This policy is to be interpreted in accordance with federal statutes and regulations and in compliance with HUD policy; and any conflict between this Policy and federal statutes, the Public Housing Requirements, Horner court orders, Tax Credit and Other Requirements, regulations, or HUD Handbook provisions will be resolved in favor of federal law, orders, and policy, or in accordance with existing law regarding the modification of consent decrees, as applicable.

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## APPENDIX “A”

The following is a list of types of benefits that qualify for exclusion according to Section 2.2.C.12:

1. Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. / 4636);
2. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (U.S.C. 2017 [b]);
3. Payment to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044 [g], 5058);
4. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626 [a]);
5. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459 [e]);
6. Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program (42 U.S.C. 6624 [f]);
7. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552 [b]);
8. Income derived from deposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-250);
9. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an Indian tribe by the Secretary of the Interior (25 U.S.C. 117);
10. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal Work-Study Program, or scholarships funded under the Bureau of Indian Affairs student assistance programs, that are made available to cover the cost of tuition, fees, books, equipment, material, supplies, transportation, and miscellaneous personal expenses of a student at an educational institution (20 U.S.C. 1087uu);
11. Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 [f]);
12. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the IN RE Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.); and
13. Lump-sum payments received from Social Security or Supplemental Security Income (SSI) for delay of benefits.
14. Reparation payments made by foreign governments in connection with the Holocaust (for initial determinations and re-examinations carried out on or after April 23, 1993).

15. Payments received under the Maine Indian Claim Settlement Act of 1980. (Pub. L. 96-420, 94 Stat. 1785).
16. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990.
17. Earned Income Tax Credit Refunds received on or after January 1, 1991 (HUD Notice PIH 91-10).

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**APPENDIX “B”**

**HORNER ENGAGEMENT PROGRAM  
(see attached)**

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**RIDER – 1**

**Westhaven Park Phase: IIC**

**4.1 PHA Assisted Units**

Agent will continuously set aside 46 units in the Phase IIC Rental Development as PHA-Assisted Units during the term of this Agreement, which units will initially contain a total of 86 bedrooms. Provided that Agent continues operating the PHA-Assisted Units in accordance with the Act and in accordance with the terms of the Regulatory and Operating Agreement, such units shall be eligible to receive Operating Subsidy Payments from the Authority. The PHA-Assisted Units shall initially comprise the following mixture of unit sizes and descriptions:

<u>Unit Size</u>	<u>Family Units</u>
1 Bedroom	25
2 Bedrooms	4
3 Bedrooms	15
4 Bedrooms	2

The PHA-Assisted Units shall be scattered evenly throughout the Development, and within structures within the Development. PHA-Assisted Units and Non-PHA-Assisted Units shall be maintained and operated without distinction, excepting such differences in admissions procedures, lease terms and other conditions as are mandated by Public Housing Requirements or intended by Agent and Authority to effectuate Public Housing Requirements and/or benefit the PHA-Assisted Units.

**4.2 Target Mix of Incomes**

In accordance with the Amended Consent Decree, the Agreed to Orders and the approved Development Agreement, the Second Amendment to Memorandum of Agreement among Agent, HRC and the Authority, and subject to the Third Amendment to Memorandum of Agreement among Agent, HRC and the Authority, the following unit mix will be maintained among the 78 Tax Credit Units (which includes 46 Public Housing Units in Phase IIC Rental Development).

- a. 10 units shall be rented to applicants whose income at the time of their admission is at or below 30% area median income (AMI), 35 units shall be rented to applicants whose income at the time of their admission is at or below 50% AMI, and 33 units shall be rented to applicants whose income at the time of their admission is at or below 60% of AMI.
- b. 5 of the 46 Public Housing Units shall be rented to applicants whose income at the time of their admission is between 40% and 50% of AMI.

- c. 5 of the 46 Public Housing Units shall be rented to applicants whose income at the time of their admission is between 40% and 60% of AMI.
- d. In no event shall any applicant be admitted to a Public Housing Unit whose income exceeds the maximum income allowable under Tax Credit and Other Requirements.
- e. The Management Agent will take all reasonable steps to maintain qualified applicants on the Waiting List within all Income Tiers, and will diligently attempt to satisfy the required income-bands described above and will keep records of its efforts to meet such requirements. Sufficient marketing efforts shall consist of the following outreach: (i) a direct mailing to eligible families within the preferred income-tier in the order of their priority; (ii) simultaneously, no less than two (2) phone calls to the eligible family over a 48-hour period. In the event the prospective eligible family does not respond to the letter or phone calls within ten (10) days of the date of the mailing of such letter, the Agent will cause to be delivered a certified letter to such prospective eligible family advising them of their failure to participate and affording them one last opportunity to contact the Agent, within 48 hours of the date of the certified letter, by phone or in-person before being deemed non-responsive and ineligible for housing. Further, CHA shall assist Agent and Landlord in attempting to satisfy these required income-bands by sorting CHA's Housing Offer Process List ("HOP List") and CHA's general public housing waiting list by income. However, if after a diligent, good faith effort the Management Agent cannot find any qualified applicants within the underrepresented Income Tier described above in subsections (b) and (c), the Management Agent may, after consultation with CHA and receipt of any necessary approvals or waivers, select the next eligible and qualified household on the Waiting List.

## RIDER – 2

### **Villages of Westhaven – Phase IIE**

#### **All Sections**

The following terms are hereby deleted and replaced as follows:

- “Public Housing” with “project-based housing.”
- Regulatory and Operating Agreement with “HAP Contract and RAD Use Agreement.”

#### **1.0 Purpose**

Section 1.0 is amended by adding the following prior to the last paragraph of Section 1.0:

Villages of Westhaven - Phase IIE contains 95 RAD units which are governed by the administrative policies and procedures of the Rental Assistance Demonstration Program. To preserve many of the resident rights and protections that are applicable to current public housing residents, RAD policies closely follow the policies and administrative process outlined in this ACOP. Policies and procedures required under RAD for the 95 units are outlined in the Addendum for Mixed Income Developments.

#### **2.19: Community (or Site)**

Section 2.19 is replaced as follows:

A term used to identify units located in the Westhaven Park Phase IIB Rental or IIC (Rental or For-Sale), IID Rental and IIE Rental, as applicable, development.

#### **2.42 HAP Contract**

Section 2.42 is added as follows:

The contract entered into by the Landlord and the contract administrator that sets forth the rights and duties of the parties with respect to the project and the payments under the contract.

#### **2.43 RAD Use Agreement**

Section 2.43 is added as follows:

The document specifying the affordability and use restrictions for the Villages of Westhaven Rental Development, which will be coterminous with the HAP Contract and will be recorded prior to the lien of the first mortgage.

#### 4.1 PHA Assisted Units

Section 4.1 is replaced as follows:

Agent will continuously set aside 95 units in the Villages of Westhaven Rental Development as PHA-Assisted Units during the term of this Agreement, which units will initially contain a total of 184 bedrooms. Provided that Agent continues operating the PHA-Assisted Units in accordance with the Act and in accordance with the terms of the HAP Contract and RAD Use Agreement, such units shall be eligible to receive HAP Contract payments. The PHA-Assisted Units shall initially comprise the following mixture of unit sizes and descriptions:

<u>Unit Size</u>	<u>Family Units</u>
1 Bedroom	38
2 Bedrooms	31
3 Bedrooms	21
4 Bedrooms	4
5 Bedrooms	1

The PHA-Assisted Units shall be scattered evenly throughout the Development, and within structures within the Development. PHA-Assisted Units and Non-PHA-Assisted Units shall be maintained and operated without distinction, excepting such differences in admissions procedures, lease terms and other conditions as are mandated by Project-Based Housing Requirements or intended by Agent and Authority to effectuate Project-Based Housing Requirements and/or benefit the PHA-Assisted Units.

#### 4.2 Target Mix of Incomes

Section 4.2 is replaced as follows:

In accordance with the Amended Consent Decree, the Agreed to Orders and the approved Development Agreement, the Second Amendment to Memorandum of Agreement among Agent, HRC and the Authority, and subject to the Third Amendment to Memorandum of Agreement among Agent, HRC and the Authority, the following unit mix will be maintained among the 145 Tax Credit Units (which includes 95 Project-Based Housing Units in the Villages of Westhaven Rental Development).

- a. 74 of the 95 Project-Based Units shall be rented to project-based housing applicants whose income at the time of admission is between 0 – 60% of Area Median Income (AMI). Current Superblock families will not be re-screened and will be entitled to move into these units to the extent they have been income qualified pre-conversion. Families must maintain lease compliance as outlined in this Admissions and Continued Occupancy Policy (ACOP).

- b. 17 of the 95 Project-Based Housing Units shall be rented to project-based housing applicants whose income at the time of admission is between 30 – 60% of AMI. Current Superblock families will not be re-screened and will be entitled to move into these units to the extent they have been income qualified pre-conversion. Families must maintain lease compliance as outlined in this Admissions and Continued Occupancy Policy (ACOP).
- c. 4 of the 95 Project-Based Housing Units shall be rented to project-based housing applicants whose income at the time of admission is between 61% and 80% of AMI. Current Superblock families will not be re-screened and will be entitled to move into these units to extent they have been income qualified pre-conversion. Families must maintain lease compliance as outlined in this Admissions and Continued Occupancy Policy (ACOP).
- d. 50 of the Tax Credit Units shall be rented to non-project-based housing applicants whose income at the time of admission is between 50 – 60% of AMI. Current Superblock families with household incomes between 51-60% of AMI will be provided a first priority to move into these units. Any public housing family who qualifies for and elects to move into these Tax Credit Units will not receive HAP Contract Payments for these units.
- e. 55 of the Units shall be market rate units, rented to applicants with unrestricted household income. Current Superblock families whose current household income is over 80% of AMI shall be provided a first priority to move into these units. Families who qualify for and elect to transition into market rate units will be considered as leaving the public housing program and deemed ineligible to return even if their income falls below 80% AMI.
- f. In no event shall any applicant, other than an existing Superblock family, be admitted to a Project-Based Housing Unit whose income exceeds the maximum income allowable under Tax Credit and Other Requirements.

The Management Agent will take all reasonable steps to maintain qualified applicants on the Waiting List within all Income Tiers, and will diligently attempt to satisfy the required income-bands described above and will keep records of its efforts to meet such requirements. Sufficient marketing efforts shall consist of the following outreach: (i) a direct mailing to eligible families within the preferred income-tier in the order of their

priority; (ii) simultaneously, no less than two (2) phone calls to the eligible family over a 48-hour period. In the event the prospective eligible family does not respond to the letter or phone calls within ten (10) days of the date of the mailing of such letter, the Agent will cause to be delivered a certified letter to such prospective eligible family advising them of their failure to participate and affording them one last opportunity to contact the Agent, within 48 hours of the date of the certified letter, by phone or in-person before being deemed non-responsive and ineligible for housing. Further, CHA shall assist Agent and Landlord in attempting to satisfy these required income-bands by sorting CHA's Housing Offer Process List ("HOP List") and CHA's general public housing waiting list by income. However, if after a diligent, good faith effort the Management Agent cannot find any qualified applicants within the underrepresented Income Tier described above in subsections (b) and (c), the Management Agent may, after consultation with CHA and receipt of any necessary approvals or waivers, select the next eligible and qualified household on the Waiting List.

### **4.3 Eligibility for Admission**

Section 4.3(B) is replaced as follows:

Whose annual income meets the definitions as outlined in section 4.2 above. Prior to admission each applicant must submit to a certification of all sources of income; provided that at conversion current households are not subject to this provision. The Agent utilizing a "third party" certification procedure will complete this certification. An applicant whose income meets the criteria outlined in Section 4.2 shall be income-eligible.

### **4.6 Screening**

Section 4.6(A) is replaced as follows:

Existing Horner Residents at the time of conversion shall not be subject to rescreening or income eligibility provisions.

### **4.9 Residential Rent Charges**

Section 4.9 is replaced as follows:

Residents of the project-base housing units are to be charged Resident Rent in accordance with the HAP Contract and RAD Use Agreement. Residents of LIHTC units will be charged a rent established by the Agent but in no case shall the LIHTC rent exceed the maximum rent allowable under Tax Credit and Other Requirements. Market rents will be established by the Agent at any level the market may bear.

### **4.14 Non-Smoking Policy**

Section 4.14 is added as follows:

- A.** Due to the increased risk of fire, increased maintenance costs and the known health effects of secondhand smoke, smoking is prohibited in any areas of the property, both private and common, whether enclosed or outdoors. This policy applies to all owners, tenants, guests and service persons at Villages of Westhaven – Phase IIE.
- B.** All residents at Villages of Westhaven – Phase IIE will agree and acknowledge in the lease that the premises that are to be occupied by Resident and members of resident’s household have been designated as a smoke-free living environment. Residents of Villages of Westhaven – Phase IIE shall further agree in the lease that:
- 1.** Residents and members of the household shall not smoke anywhere in the unit rented by the resident, or the building where the dwelling is located or in any of the common areas or adjoining grounds of such buildings or other parts of the rental community, nor shall residents permit any guests or visitors under the control of resident to do so.
  - 2.** Residents shall inform their guests of the no-smoking policy. Further, residents shall promptly give CHA a written statement of any incident where tobacco smoke is migrating into the unit from sources outside of the resident’s apartment unit.
  - 3.** Residents will acknowledge that CHA’s adoption of a smoke-free living environment, and the efforts to designate the rental development as smoke –free does not make the CHA or any of its managing agents the guarantor of residents’ health or of the smoking-free condition of the resident’s unit and the common areas. However, CHA shall take reasonable steps to enforce the smoke-free terms of its leases and to make the development smoke-free.
  - 4.** CHA will not be required to take steps in response to smoking unless CHA knows of said smoking or has been given written notice of said smoking.
  - 5.** Residents will agree that the other residents at the development are the third-party beneficiaries of resident’s smoke-free addendum agreements with CHA. A resident may sue another resident for an injunction to prohibit smoking or for damages, but does not have the right to evict another resident. Any suit between residents shall not create a presumption that CHA breached the lease.
  - 6.** Residents will acknowledge that CHA’s adoption of a smoke-free

living environment, and the efforts to designate the rental development as smoke-free, does not change the standard of care that the CHA or managing agent would have to the resident household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises.

7. CHA shall specifically disclaim any implied or expressed warranties that the building, common areas, or any resident's premises will be free from secondhand smoke.
8. Residents shall acknowledge that CHA's ability to police, monitor, or enforce the agreements of the lease is dependent in significant part on voluntary compliance by residents and residents' guests.
9. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke shall be put on notice that CHA does not assume any higher duty of care to enforce the lease than any other CHA lease obligation.

### **5.5 Horner Engagement Program**

Section 5.5 is removed in its entirety.

### **Appendix B: Horner Engagement Program**

Appendix B is removed in its entirety.