

Tenant Selection Plan (TSP)

Loomis Courts & Harrison Courts

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Tenant Selection Plan (TSP)

Loomis Courts & Harrison Courts

I. Property Information

- | | | |
|--------------------|---------------------|--------------------|
| • Property Name | Loomis Courts | Harrison Courts |
| • Address | 1314 W. 15th Street | 2910 W Harrison St |
| • City, State, Zip | Chicago, IL 60608 | Chicago, IL 60612 |

II. Purpose of Tenant Selection Plan

This tenant selection plan for Loomis Courts and Harrison Courts helps to ensure residents are selected for occupancy in accordance with HUD requirements and established management policies.

III. Business Relationship

The relationship between a landlord (owner/agent) and a resident or applicant is a business relationship. A courteous and businesslike attitude is required from both parties. The owner/agent reserves the right to not conduct business with anyone who is verbally abusive, swears, is disrespectful, makes threats, uses discriminatory language, appears to be intoxicated or under the influence of alcohol or drugs, is argumentative, or in general displays an attitude, at any time, which causes the owner/agent or the property staff to feel unsafe or threatened.

If an applicant or any member of the applicant's family demonstrates unprofessional behavior in the presence of the management team or other residents/applicants, the applicant, the applicant's family and other members of the applicant's entourage (if applicable) will be required to leave the property and the applicant will be removed from the waitlist.

If the applicant or any member of the applicant's family exhibits threatening behavior, appears to be intoxicated or under the influence of alcohol or illegal drugs or attempts to intimidate the staff, the applicant, the applicant's family and other members of the applicant's entourage (if applicable) will be required to leave the property and the applicant will be removed from the waitlist.

If the applicant or any member of the applicant's family is not appropriately dressed when visiting the management office, the applicant will be asked to leave. Appropriate attire includes shoes, shirts and pants, shorts or skirts. Unacceptable attire includes, but is not limited to:

- Pajamas
- Bathing suits
- Clothing that allows display of foundation garments (underwear)
- Clothing with inappropriate language or pictures

The use of cell phones or other devices is not allowed when engaging with the property staff. If an applicant/resident is participating in a cell phone call, texting, reading a text or otherwise using any electronic device (not necessary to alleviate the symptoms of a disability), the property staff will discontinue any communication until the applicant is able to "disengage".

To ensure the privacy of property staff, property residents and applicants, use of cell phones or other electronic devices, except those necessary to alleviate the symptoms of a disability, by residents or applicants, is not allowed in the management office.

Animals, (other than assistance animals necessary to allow the applicant/resident to conduct business with the owner/agent) are not allowed in the management office.

Children are always welcome. When in the management office, minors must be supervised. Property staff is not responsible for childcare or supervision.

Aside from standard property charges, property staff is not permitted to accept any money, gifts, services or favors connected with the application process or associated with any aspect of residency on this property. If property staff solicits any mandatory payment for any part of the application process, the applicant should notify the property management of CHA.

IV. Smoking Policy

Smoking is prohibited in all indoor areas—including but not limited to living units, common areas, and administrative office buildings—and all outdoor areas within 25 feet of its housing and administrative office buildings.

Smoking is prohibited in any other indoor or outdoor area. This policy applies to all owners, property staff, applicants, residents, guests, and service persons. “Smoking” shall include the inhaling, exhaling, or carrying of any lighted cigarette, e-cigarette, cigar, pipe, other tobacco product or other legal substance.

Violation of the no smoking policy will be considered a lease violation.

a. Use of Marijuana – Federally Funded Property

Regardless of the purpose of legalization 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 of 1998 (QHWRA). Based on federal law, new admissions of any marijuana user – including people who use medical marijuana - are prohibited.

QHWRA requires that owner/agents establish lease standards that prohibit admission based on the illegal use of controlled substances including state legalized marijuana. State laws that legalize medical marijuana directly conflict with QHWRA and thus are subject to federal preemption.

Residents are prohibited from using marijuana (even in a smokeless manner).

If HUD rules change, the property Resident Selection Plan and the property House Rules may be edited to conform to the policies set forth by HUD.

V. Security Deposit Requirements

The owner/agent must collect a security deposit at the time of the initial lease execution. The owner/agent will comply with any HUD rules and applicable state and local laws governing the security deposit. The security deposit amount is based on the Total Tenant Payment (TTP) calculated at move in.

If the move-in certification is corrected, and the TTP is recalculated, the security deposit requirement will be recalculated as well. Otherwise, the amount of the security deposit established at move-in does not change when a resident's rent changes.

The resident is expected to pay the security deposit from his/her own resources and/or other public or private sources. An applicant will be rejected if he/she does not have sufficient funds to pay the deposit.

VI. Pet Ownership / Assistance Animals

Pet ownership is subject to reasonable requirements and limitations as described in this policy. Owner/agent approval is required for pet or assistance animal ownership on the property. It is the resident's responsibility to read and comply with this policy. Residents will be responsible and liable for all bodily harm to other residents or individuals caused by their animal. Destruction of property belonging to the owner/agent or others caused by the pet owner's animal will be the financial obligation of the pet owner. Failure to make required restitution or repeated or serious violations of this policy are cause for lease termination.

Ownership of pets is restricted in the following ways:

- By type or breed of animal.
- By the number and combination of pets sought; and
- By size, weight, or other factors particular to the type of pet (e.g., fish or birds).

Common household pets are defined as domesticated animals, such as a dog, cat, bird, rodent, rabbit, fish, or turtle, which are traditionally kept in the home for pleasure and not for commercial purposes.

Dog and Cat Ownership: Breeds of canines (full or partial) used for attack or defense purposes including, but not limited to, Rottweilers, Pit Bull Terriers, Chows, and Doberman Pinschers, are not eligible for ownership on CHA property and will not be allowed under any circumstances. Overly aggressive cats, with a known or suspected propensity, tendency, or disposition to unprovoked attacks, will also be excluded.

Birds and Fish Ownership: The number of birds in a unit shall not exceed two and no aquarium shall exceed 20 gallons in size. Certain types of birds, including but not limited to hawks, eagles, condors, and pigeons, are not allowed under any circumstances.

Hamster, Guinea Pig or Gerbil Ownership: A maximum combination of two hamsters, guinea pigs, or gerbils may be kept.

Animals Not Permitted: Any poisonous or life-threatening reptiles and exotic or dangerous animals (e.g., snakes, iguanas, pigs, wild animals such as wolves and big cats, etc.) are not considered common household pets. They will not be allowed on CHA property under any circumstances.

a. Pet/Assistance Animals Ownership Rules

Residents must register their pets or assistance animals with property management and receive approval before the pet/assistance animal is brought onto the premises. Failure to do so is a material violation of the lease. Residents will not be allowed to apply for pet approval retroactively. Therefore, the animal cannot be on the premises until the property manager gives approval. At the time of registration, the resident must submit the following completed documents: Pet Application Form, Alternative Care of Pet Statement, proof of inoculation, and an identification tag.

- For cats and dogs, the resident must provide proof of having current rabies inoculations and verification that the pet is spayed/neutered or a letter from a veterinarian giving a medical reason why the procedure cannot be performed.
- For dogs, the resident must provide proof of having a current City of Chicago Dog License, as well as provide verification of the dog's breed.

Residents must pay a non-refundable pet application fee of \$50.00 for pets at the time the pet application is submitted. (e.g., a \$50.00 pet application fee for each of the following: a dog, a cat, an aquarium larger than 1 gallon and up to 20 gallons, or a pair of caged birds, gerbils, hamsters, or guinea pigs.)

Residents with disabilities who present verified documentation of their need for an assistance animal shall not be subject to a pet application fee or the pet deposit.

When the completed pet application is received, the property manager will review it. For new residents, the application will be approved or rejected by the time of leasing. For current residents, the property manager will approve or reject the completed application within 15 calendar days from the day the application was received. Incomplete applications, which are missing any required documents, will be denied. Residents will be required to re-submit the request. For current residents, pet applications will not be processed or approved if the household is not lease compliant.

If property management approves the pet application, the resident can bring the pet on to the premises and must pay a refundable pet deposit. The pet deposit shall be kept together with the resident's security deposit in the same interest-bearing account. The resident's account will be credited on an annual basis in accordance with state and local law. The property manager must provide the resident a receipt for the pet deposit, separate from the security deposit receipt, and keep a copy of it in the resident's file;

- Birds/Fish/Gerbils/Hamsters/Guinea Pigs/Turtles: A resident shall pay a refundable pet deposit of
 - \$50.00 for an aquarium larger than 1 gallon and up to 20 gallons for fish or turtles and/or \$50.00 pet deposit for one or a pair of birds, gerbils, hamsters, or guinea pigs. This deposit must be paid at the time the lease is signed or pet approval is granted.
- Cats/Dogs: A resident shall pay a refundable pet deposit of \$100.00 for a dog or for a cat. The resident shall have the following options to pay the pet deposit:
 - The entire \$100.00 paid at the time the lease is signed or pet approval is granted; or
 - \$50.00 paid at the time the lease is signed or pet approval is granted and the remaining \$50.00 paid in two installments of \$25.00. Each installment of \$25.00 is due the first of the month for the two months immediately following the signing of the lease or the pet approval.

Pet deposits will be refunded to the resident within 45 calendar days after the resident has moved from the property or the resident no longer has ownership of the pet. Property management will have the right to use the pet deposit to pay reasonable expenses attributable to damage caused by the pet. Such expenses can include, but are not limited to, fumigation of the unit and cost of repairs and replacement to the unit. Property management will notify the resident in writing of any deductions taken from the pet deposit within 30 calendar days.

One cat or one dog may be kept in any one unit. Cats are limited to 15 pounds (at adult weight). Dogs are limited to 35 pounds and 24 inches in height from the floor to the top of their head (at adult weight and height). An approved assistance animal is not subject to these size and weight

limitations. Cats and dogs must wear a current rabies tag and an identification tag specifying the resident's name, address, and telephone number at all times.

One pair of birds and/or up to a 20-gallon aquarium of fish may be kept in any one unit. A reasonable amount of fish or other animals (such as turtles) appropriately kept in an aquarium will be permitted in a maximum 20-gallon aquarium.

An animal cage that can house a maximum combination of two hamsters, guinea pigs, or gerbils may be kept.

In compliance with City Ordinance S7-12-160 "Rabies Inoculation of Animals," every dog and cat must wear a valid rabies tag. All pets and assistance animals must also wear a tag bearing the owner's name, address, and telephone number.

All dogs and cats over six months of age must be spayed/neutered unless a letter is received from a licensed veterinarian giving a medical reason why such is detrimental to the health of the pet or assistance animal.

An owner must be capable of taking care of the pet or animal without assistance or with assistance from a source other than the CHA. An owner is required to maintain a current Alternative Care of Pet Statement, which is a notarized statement from a person who will assume immediate responsibility for the pet in case the owner dies, becomes incapacitated, or is otherwise incapable of caring for the pet or assistance animal. The Alternative Care of Pet Statement contains the alternative caregiver's name, address, and telephone number.

At the time of the annual re-examination, the resident must update the Alternative Care of Pet Statement and registration, which includes providing proof of up-to-date inoculations, identification tag, and for cats and dogs, verification that the pet or assistance animal has been spayed/neutered, or a letter from a veterinarian giving a medical reason why the procedure was not performed.

Residents must physically control or confine their pets and assistance animals when CHA and property management employees, agents of the CHA or property management, or others must enter the unit to conduct business, provide services, or enforce lease terms.

Pets and assistance animals shall be quartered in the resident's unit. Residents shall not alter their unit, patio, or other area on CHA property to create an enclosure or a caged area for a pet or assistance animal.

No dog houses will be allowed on the premises. Dishes or containers for food and water must be located within the owner's unit. Owners may not deposit food or table scraps for pets or animals on their porches, yards, or balconies.

Residents may not feed or provide water to stray wild animals.

Every owner will be responsible for proper disposal of fecal waste of his/her pet or assistance animal in a manner that will not damage or deface the unit or premises. In accordance with City Ordinance S7-12- 420 "Removal of Animal Excrement," the excrement of any animal curbed on the property must be removed and disposed of immediately. Failure of the owner to remove and dispose of waste may result in a \$20.00 charge per occurrence from property management. Continued violation of this ordinance by the resident will be cause for lease termination.

Owners are required to make sure their pets or assistance animals do not make noise that interferes with their neighbors' peaceful enjoyment of their units or disrupts the peace of the development/site.

Owners will be responsible for any damage caused by their pet or assistance animals including the cost of professional carpet cleaning and exterminating for fleas or other pet-borne pests.

Pets are not permitted in common areas (e.g., laundry rooms, maintenance space, playgrounds, etc.). Lobby areas are available to pets for ingress and egress only. Assistance animals for persons with disabilities are exempt from this restriction.

While pets and assistance animals are outside of the unit and in building common areas (e.g., elevators, hallways, lobby, etc.), they must be controlled by being either kept on a leash, carried in the resident's arms, or in an appropriate animal cab. While outside the unit, dogs must be kept tightly reigned on a leash no longer than six feet in length.

If a pet or assistance animal bites or attacks a resident, employee, anyone visiting on the premises, or any animal on the premises, the owner must surrender the animal to an animal control center within 24 hours, in accordance with City Ordinance S7-12-090 "Owner's Responsibility Where an Animal Has Bitten another Animal or Person." Upon knowledge of the incident, the property manager should also contact an animal control center.

A pet or assistance animal that bites or attacks a resident, employee, anyone visiting on the premises, or any animal on the premises shall be subject to the mandates set forth in City Ordinance S7-12-050 regarding Dangerous Animals. The animal control center to which the animal was surrendered will determine if the animal is dangerous.

The owner must give permission to the animal control center to which the animal was surrendered to supply property management with a copy of the determination.

Visitors (non-residents) on the property are not allowed to bring animals onto the premises, except for assistance animals. The head of household being visited is liable for any and all damages caused by his/her visitor's assistance animal.

It is a material violation of the lease for a resident to neglect, abuse, or abandon their animal(s). The owner/agent will take the necessary steps to protect the safety of the animal(s).

It is a material violation of the lease to breed any animals in the unit.

b. Pet/Assistance Rule Violation

When the owner/agent determines that a resident has violated one or more of the rules governing the owning or keeping of pets or assistance animals, based on objective facts and supported by written statements, then the resident will be served a notice of the pet rule violation.

- The notice of pet rule violation must:
 - Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
 - State that the pet owner has 10 calendar days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet or assistance animal) or to make a written request for a meeting to discuss the violation. The effective date of service is the day that the notice is delivered or mailed, or in the case of service by posting, on the day that the notice was initially posted;
 - State that the owner is entitled to be accompanied by another person of their choice at a requested meeting; and
 - State that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in termination of the owner's Lease;

c. Pet/Assistance Rule Violation Meeting

If within 10 calendar days from service of notice violation, the resident requests a meeting to discuss an alleged pet rule violation, the owner/agent shall establish a mutually agreeable time and place for the meeting to be held. The meeting must be held within 15 calendar days from

the effective date the notice of pet rule violation was served (unless owner/agent agrees to a later date).

The owner/agent and the resident shall discuss any alleged pet rule violation and attempt to cure the violation and reach an understanding. As a result of the meeting, the owner/agent may give the resident additional time to correct the violation.

Any decision or agreements made as a result of the meeting will be placed in writing and signed by both parties. One copy is given to the resident and one copy is placed in the resident's file. Residents have the right to grieve the decision.

d. Notice of Pet/Assistance Animal Removal

If the owner/agent and the resident are unable to resolve the pet rule violation at the meeting or if the owner/agent determines that the resident failed to cure the pet rule violation within the additional time provided, the resident will receive a notice requiring that they remove the pet. This notice must:

- Contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated;
- State that the resident must remove the pet or assistance animal within 10 calendar days of the effective date of service of notice (or the pet rule violation meeting, if the notice is served at the meeting); and
- State the failure to remove the pet or assistance animal may result in the termination of the resident's tenancy.

e. Termination of Pet/Assistance Animal Owner's Lease

The owner/agent will not terminate a resident's tenancy based on a pet rule violation unless the resident failed to remove the pet/assistance animal or correct the pet rule violation within the applicable time period specified above (including any additional time permitted by the owner/agent) and the pet rule violation is sufficient to terminate the resident's tenancy under the terms of the Lease and applicable regulations.

Provisions of resident's Lease related to lease termination will apply in all cases.

f. Protection of the Pet/Assistance Animal

If the health or safety of a pet or assistance animal is threatened by the death or incapacity of the resident or by other factors that render the resident unable to care for the pet/assistance animal, the owner/agent may contact the responsible party(ies) listed in the registration form or the Alternate Care of Pet Statement and ask that they assume responsibility for the pet.

If the owner/agent finds evidence of neglect, abuse, or abandonment of the animal, the owner/agent may contact the responsible party(ies) listed in the registration form or the Alternative Care of Pet Statement and ask that they assume responsibility for the pet or assistance animal.

If the owner/agent is unable to contact the responsible party(ies) despite reasonable efforts or if the responsible party(ies) are unwilling or unable to care for the pet, the owner/agent may contact the appropriate state or local Animal Control Authority, Humane Society, or designated agent of the owner/agent and request the removal of the pet or assistance animal.

If none of the above actions are effective, the owner/agent may enter the resident's unit, remove the pet, and place the pet or assistance animal in a facility that will provide care and shelter until the resident or a representative of the resident is able to assume responsibility for the pet or assistance animal, but for no longer than 30 calendar days. The cost of the animal care facility provided under this section shall be paid by the resident.

VII. Nuisance or Threat to Health or Safety

Nothing in this policy prohibits the owner/agent or the appropriate City of Chicago authority from requiring the removal of any pet or assistance animal from the property if the animal's conduct or condition constitutes a nuisance or a threat to the health or safety of other occupants of the property pursuant to provisions of state or local law.

VIII. Assistance Definition

The property is operating under the guidelines established for the HUD Section 8 program. A person must be capable of fulfilling the lease requirements.

IX. Subsidy

Residents at this property are offered subsidized rent. This means the rent that a household pays is based upon the household income. The rent paid by residents may vary.

X. HUD Housing Vouchers

The owner/agent may not admit an applicant with a voucher to a unit with Section 8 assistance unless the applicant agrees to give up the voucher prior to occupancy. This will be verified with the former housing provider.

If the owner/agent discovers that any household member failed to give up current HUD housing assistance before moving to Loomis Courts or Harrison Courts, no rent subsidy or utility allowance will be provided by the Department of Housing and Urban Development until the day after the move out/surrender is complete.

Household members who sign the lease will be responsible for paying the market rent until qualified to receive HUD assistance on this property. Any assistance paid in error must be returned to HUD.

Applicants should consult with the local HUD office if the former landlord is accepting subsidy after move-out.

Please note that housing assistance provided through HUD's multi-family housing program is not the same as the housing assistance provided through the voucher program. If any family member moves out, the housing subsidy will not move with the family as it does with a voucher. The family will be required to re-apply to a PHA to receive another voucher.

XI. Assisted Living

The owner/agent and property staff does not provide, nor has the authority to provide, any personal care or personal supervision services. All care and supervision services must be provided by the resident or aides supervised by the resident or the resident's representative(s). The owner/agent and property staff do not provide assistance with personal activities or daily living.

XII. Fair Housing Policies

a. Fair Housing

The Fair Housing Act prohibits discrimination in housing and housing related transactions based on race, color, religion, sex, national origin, disability, and familial status.

In addition, the state of Illinois has added Fair Housing protections based on:

- ancestry
- age (at least 40 years old)
- marital status
- military status
- order of protection status
- sexual orientation
- unfavorable discharge from military service

b. Title VI of the Civil Rights Act of 1964

The owner/agent complies with Title VI of the Civil Rights Act of 1964 which prohibits discrimination based on race, color, or national origin in any program or activity receiving federal financial assistance from HUD.

c. Section 504 of the Rehabilitation

The owner/agent complies with Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination, based on the presence of a disability in all programs or activities operated by recipients of federal financial assistance.

Although Section 504 protections often overlap with the disability discrimination prohibitions included in the Fair Housing Act, Section 504 differs in that it imposes broader affirmative obligations to make their programs, as a whole, accessible to persons with disabilities.

d. Coordinating Efforts to Comply with Section 504 Requirements

The owner/agent has designated a person to address questions or requests regarding the specific needs of residents and applicants with disabilities. This person is referred to as the Accessibility Specialist.

XIII. Requests for Reasonable Accommodation or Modification

In accordance with the Fair Housing Act and Section 504 of the Rehabilitation Act, the owner/agent will make reasonable accommodations or modifications for individuals with disabilities (applicants or residents) unless these modifications would change the fundamental nature of the housing program or result in undue financial and administrative burden.

a. Compliance with Requirements Outlined in the Violence Against Women Reauthorization Act of 2013

The owner/agent understands that, regardless of whether state or local laws protect victims of domestic violence, dating violence, sexual assault or stalking, people who have been victims of violence have certain protections provided through the Violence Against Women Reauthorization Act of 2013 (VAWA 2013).

If any applicant wishes to exercise the protections provided in the VAWA 2013, he/she should contact the owner/agent immediately.

The owner/agent will not assume that any act is a result of abuse covered under the VAWA 2013. In order to receive the protections outlined in the VAWA 2013, the applicant/applicant must specify that he/she wishes to exercise these protections.

b. Availability of Assistance for Persons with Limited English Proficiency

Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)" requires the owner/agent to develop and implement a system to provide housing assistance so persons with Limited English Proficiency (LEP) can have meaningful access to assisted housing opportunities. The owner/agent will provide for such meaningful access consistent with, and without unduly burdening the fundamental mission of the property. The owner/agent will work to ensure that people who apply for and/or qualify for housing assistance are provided meaningful access to HUD's housing assistance program.

c. The Equal Access Rule

The owner/agent ensures that HUD's core housing programs are open to all eligible persons regardless of sexual orientation, gender identity or marital status in accordance with *The Equal Access Rule*.

XIV. Eligibility Requirements

Property Eligibility Definition

a. Household/Resident Type

This multi-family Section 8 property is designed to provide housing to families who meet the eligibility and screening requirements.

b. Income Limits

Income limits vary by household size. The owner/agent will provide applicants a copy of the income limits for the property area upon request. In addition, applicants can review the income limits by accessing the following web site www.huduser.gov/portal/datasets/il.html HUD requires that property managers incorporate the most recently published income limits when determining eligibility.

Qualified applicant households at Loomis and Harrison Courts must meet the following income limit requirements:

- less than or equal to 60% of area median income (AMI) as established by HUD.

c. Occupancy Standards

Occupancy standards serve to prevent the over-utilization or under-utilization of units that can result in an inefficient use of housing funding. Occupancy standards also ensure that residents are treated fairly and consistently and receive adequate housing space.

Below, please find this property's occupancy standards description:

Number of Bedrooms	Min. # Household Members	Max. # Household Members
0	1	2
1	1	2
2	2	4

Any household placed in a unit size different from that defined in these Occupancy Standards shall agree to transfer to an appropriate size unit when one becomes available.

d. Verifying the Need for an Accessible Unit

When an applicant requests an accessible unit or a unit preference, such as a first floor unit, the owner/agent will coordinate with the Accessibility Specialist to conduct inquiries to:

1. Verify that the applicant is qualified for the unit, which is only available to persons with a disability or to persons with a particular type of disability;
2. Verify that the applicant needs the features of the unit as an accommodation to his or her disability;
3. Verify that the applicant is qualified to receive a priority on the waiting list available to persons with a disability or to persons with a particular type of disability.

e. Program Eligibility

Based on federal regulations, the owner/agent may admit only eligible applicants. In the selection of applicants for admission, eligibility criteria have been established in accordance with HUD guidelines. The following eligibility standards will be applied in accordance with HUD requirements:

1. The household's annual income must not exceed program income limits at move-in;
2. The Head-of-Household (HOH), co-Head-of-Household and the spouse (regardless of age) and all adults in each household must sign an Authorization for Release of Information (HUD Forms 9887 and 9887A) and owner/agent created verification documents prior to receiving assistance and annually thereafter;
3. The unit for which the household is applying must be the household's only residence;
4. An applicant must agree to pay the rent required by the program under which the applicant will receive assistance;
5. Only U.S. citizens or eligible non-citizens may receive assistance; (*See additional information below and in Appendix B*)
6. Applicants who claim eligible status must disclose Social Security Numbers for all household members and provide proof of the numbers reported (*see additional information below*);
7. The household size must be appropriate for the available apartments (*see Occupancy Standards*);
8. All information reported by the household is subject to verification.

XV. Disclosure and Verification of Social Security Numbers

All household members receiving HUD housing assistance or applying to receive HUD housing assistance are required to provide a Social Security Number and adequate documentation necessary to verify that number. This rule applies to all household members including live-in aides, foster children and foster adults. Adequate documentation includes a Social Security card issued by the Social Security Administration (SSA) or other acceptable evidence of the SSN such as:

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

a. Exceptions to Disclosure of Social Security Number

The Social Security Number requirements do not apply to:

1. Individuals age 62 or older as of January 31, 2010, whose initial determination of eligibility was begun before January 31, 2010.
2. Individuals who do not contend eligible immigration status.
3. A child under the age of 6 years added to the applicant household within the 6-month period prior to the household's date of admission. The household will have a maximum of 90-days after the date of admission to provide the Social Security Number and adequate documentation that the Social Security Number is valid. An additional 90 days may be granted under certain circumstances. If the household does not provide the Social Security Number and adequate documentation to verify the Social Security Number within the prescribed timeframe, HUD requires that the owner/agent terminate tenancy.

b. Secondary Verification of the Social Security Number

The Social Security Number provided will be compared to the information recorded in the Social Security Administration database through HUD's Enterprise Income Verification System (EIV) to ensure that the Social Security Number, birth date and last name match.

If EIV returns an error that cannot be explained or resolved, assistance and/or tenancy may be terminated, and any assistance paid in error must be returned to HUD. If the applicant/resident deliberately provides an inaccurate Social Security Number, the owner/agent and/or HUD may pursue additional penalties due to attempted fraud.

c. Citizenship/Immigration Status Requirements

Applicants are required to declare U.S. citizenship or submit evidence of eligible immigration status for each household member seeking housing assistance. The owner/agent is required to obtain the following:

1. Family Summary Sheet (*lists all household members who will reside in the assisted unit*)
2. Citizenship Declaration - Each household member listed on the Family Summary Sheet must complete a declaration of citizen or non-citizen status
3. Forms and/or evidence of citizen/immigration status as required by HUD

Additional information regarding submission and verification of proof of citizenship status or eligible non-citizen status can be found in Appendix B.

If any applicant has questions or experiences difficulty providing the described information or determining the type of documentation required, the applicant should contact the management office. If any applicant is unable to provide the required documentation in the timeframe indicated in Appendix B, the applicant must contact the management office to request an extension. If any applicant fails to provide this information in the timeframes described, the owner/agent cannot provide assistance and the application will be rejected.

The owner/agent will offer the household assistance, providing subsidy to those eligible household members whose documents were received on time, when the following criteria is met:

1. All members of the household have submitted the required documentation in a timely manner and the household has been determined to be eligible based on all of the criteria in this resident selection plan;
2. Assistance/unit is available;
3. The household is the next household to be selected from the waiting list.

Proof of declared citizenship status must be provided for all household members. Members who claim U.S. citizenship can provide any documents approved by HUD or the Department of Homeland Security (DHS) to prove citizenship. Additional information is provided in Addendum B.

Non-citizens claiming eligible status must follow the guidance provided in Addendum B and in 24 CFR to prove eligible non-citizen status.

Applicants must be able to provide proof of citizenship or legal immigration status.

Citizenship eligibility must be reviewed after move-in if eligibility status can change. If any household member is determined to be an ineligible non-citizen, either at application or after move-in, assistance and/or tenancy may be denied, terminated or prorated as appropriate.

XVI. Single Residence/Subsidy Criteria

A household is eligible for assistance only if the unit will be the household's only residence. The owner/agent will not knowingly assist applicants who will maintain a residence in addition to the HUD-assisted unit.

Applicants MUST disclose if they are currently receiving HUD housing assistance. Residents can only receive subsidy for one unit/residence at a time. This prohibition does not prevent a person who is currently receiving assistance from applying for an assisted unit in another property.

If, for any reason, an applicant moves in to this property before moving out of another subsidized unit, the new resident will be required to pay market rent until the move out from the previous property is complete and the resident is eligible to receive HUD subsidy for this property. Assistance in the new unit will begin, if the household is still eligible, the day after assistance ends for the previous unit.

There is an exception to this rule. Children in joint custody arrangements can receive HUD housing assistance in two units when both parent/guardian families receive HUD housing assistance. However, only one household may use the \$480 dependent deduction to determine adjusted income. In these cases, additional verification is required.

The owner/agent will request:

- Verification of the custody/guardianship/living arrangement - Please see *Appendix D* for additional information
- Verification of the use of the \$480 deduction. The owner/agent will verify use of the \$480 dependent deduction with the other owner/agent if :
 1. The child will live in the unit at least 50% of the time and
 2. The parent wishes to claim the \$480 deduction, and
 3. Both families are receiving HUD housing assistance

All adults will be required to sign the Acknowledgement in Appendix C.

a. Eligibility of Students Enrolled at an Institute for Higher Education

Student eligibility is determined at move-in/initial certification and at each annual certification. Student eligibility may also be reviewed at interim certification if student status has changed since the last certification. A student who is otherwise eligible and meets screening requirements is eligible for assistance if the student meets the criteria indicated below. Section 8 assistance shall not be provided to any individual who:

1. Is enrolled as either a part-time or full-time student at an institution of higher education for the purpose of obtaining a degree, certificate, or other program leading to a recognized educational credential; and
2. Is under the age of 24; and
3. Is not married; and
4. Is not a veteran of the United States Military;
5. Does not have a dependent child; and
6. Is not a person with disabilities, as such term is defined in 3(b)(3)(E) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(3)(E)) and was not receiving section 8 assistance as of November 30, 2005; and
7. Is not living with his or her parents who are receiving Section 8 assistance; and
8. Is not individually eligible to receive Section 8 assistance or has parents (the parents individually or jointly) who are not income eligible to receive Section 8 assistance.

NOTE: *Unless the student can demonstrate his or her independence from parents, the student must be eligible to receive Section 8 assistance **and** the parents (individually or jointly) must be eligible (income eligible) to receive Section 8 assistance in order for the student to receive Section 8 assistance.*

For a student to be eligible independent of his or her parents (where the income of the parents is not relevant), the student must demonstrate independence from, parents. While owners may use additional criteria for determining the student's independence from parents, owners must use, and the student must meet, at a minimum **all** of the following criteria to be eligible for Section 8 assistance.

The student must:

1. Be of 18 years of age or older;
2. Have established a household separate from parents or legal guardians for at least one year
3. Not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations; and
4. Obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support. This certification is required even if no assistance will be provided.
5. If an ineligible student is a member of an existing household receiving Section 8 assistance, the assistance for the household will not be prorated but will be terminated

NOTE: An owner cannot evict or require an ineligible student to move from a unit as long as the student is in compliance with the terms of the lease.

Any financial assistance a student receives (1) under the Higher Education Act of 1965, (2) from private sources, or (3) from an institution of higher education that is in excess of amounts received for tuition shall be considered income to that individual, except for:

- A person 24 years of age or older with dependent children as defined by HUD or
- A person living with his/her parents

The definition of tuition is consistent with the definition provided by the Department of Education.

b. Prohibition of Assistance to Noncitizen Students

Noncitizen students and their noncitizen families may not receive assistance. Noncitizen students are not eligible for continuation of assistance or temporary deferral of termination of assistance. A noncitizen student is defined as an individual who is as follows:

1. A resident of another country to which the individual intends to return;
2. A bona fide student pursuing a course of study in the United States; and
3. A person admitted to the United States solely for the purpose of pursuing a course of study as indicated on an F-1 or M-1 student visa.

This prohibition applies to the noncitizen student's noncitizen spouse and noncitizen children. However, spouses and children who are U.S. citizens may receive assistance. For example, a family that includes a noncitizen student married to a U.S. citizen is a mixed family.

XVII. Processing Applications for Admissions

It is the owner/agent's policy to accept and process applications in accordance with HUD guidance. The owner/agent will make a reasonable accommodation to assist in the application process if the applicant or any member of the applicant household is disabled.

Applications for housing must be submitted electronically through the owner/agent's online site-based waitlist application portal.

For the purpose of placing applications on the waitlists, the owner/agent will assume that the facts, as self-certified by the applicant in his/her application, are correct. All facts provided on the application will be verified during the housing screening process.

Electronic applications for admission shall include: the applicant's name, social security number

or alien registration number, date of application, applicant's race and ethnicity, amount of income, family composition so that a unit bedroom size can be assigned, accessibility requirements, if any and admissions preference, if any.

During the screening interview the owner/agent will require applicants to provide a government issued photo ID - used for verifying the identity of all applicants. In some cases and when appropriate, this ID may also be used to verify age and citizen/non-citizen eligibility status.

The owner/agent may require a birth certificate or other documentation that can be used to verify age, citizen/non-citizen eligibility status and relationship to other household members as required by HUD.

a. Final Determination of Eligibility

As units become available, applicants at the top of the waitlist whose family composition and accessibility requirements match the features of the available units will be required to participate in a screening interview to complete their applicant file, confirm eligibility and to determine suitability.

All adult applicants (and if appropriate minors) will be subject to the certain screening based on landlord/rental history, credit history and criminal history. If the screening process determines that the family meets HUD's and the owner/agent's standards for admission, the family is found eligible.

Applicants who fail to participate in a scheduled screening interview or who do not respond to the outreach to schedule a screening interview will be removed from the waitlist, subject to reasonable accommodations for people with disabilities.

b. Maintaining Waiting Lists

It is the policy of the owner/agent to administer its waiting list as required by HUD handbooks and regulations. The owner/agent will update the waiting list by removing the names of applicants based on the requirements set forth in this plan.

The owner/agent will maintain an online site-specific waitlist for the property that will remain open indefinitely.

Applicants are required to update their electronic waitlist application annually. All applicants are responsible for maintaining the accuracy of the personal information provided on his/her application (i.e., applicant must communicate changes to email address, mailing address, telephone number, family composition, or income). Applicants that fail to update their information during the waitlist update period will be removed from the waitlist and will not entitled to a mitigation hearing. CHA will consider failure to respond to updates based on reasonable accommodation requests.

c. Removal of Applicants from the Waiting List

The owner/agent will remove an applicant's name from the waiting list when if any of the following apply:

- Applicant requests to be removed from the waitlist
- Applicant fails to meet eligibility requirements
- Applicant fails to meet screening requirements
- Applicant is rejected for any reason described in this plan

- Applicant cannot be contacted during outreach

If an applicant is removed from the waiting list, and subsequently the owner/agent determines that an error was made in removing the applicant, the applicant will be reinstated to the waitlist with their original application date.

If an applicant is removed from the waiting list and later, the applicant household feels that they are now qualified for assistance/tenancy, the applicant household must submit a new application. The applicant will be placed on the waiting list, as necessary, based on the submission date and time of the **new** application.

d. *Selecting Applicants from the Waiting List*

When a unit becomes available, the owner/agent will contact the next household on the waiting list (*based on the selection criteria described in this plan*) and the household members will be required to meet with management for an eligibility interview.

No decisions to offer the unit shall be made until all information presented by the applicant has been verified and the final eligibility determination is complete.

e. *Income Targeting*

Based on the HUD contract for this property, the owner/agent is required to comply with the Income Targeting Requirement. Income Targeting requires that the owner/agent implement policies to ensure that, during the property fiscal year, 40% of all households that move in to the property or who begin receiving assistance fall within the Extremely Low Income Limits for the area where the property is located.

At this time, no special selection methods are required to meet the Income Targeting requirements.

The owner/agent is required to monitor compliance throughout the year. If, after periodic review, the owner/agent discovers that the Income Targeting Requirement will not be attained, the owner/agent will only select, in order, those applicants whose income falls within the extremely-low income levels. Once the Income Targeting Requirement is met, the owner/agent will return to the “natural” selection order.

XVIII. Preferences

Applicants with preferences are selected from the waiting list and receive an opportunity for an available unit earlier than those who do not have a preference.

Assigning preferences to applicants who meet certain criteria is a method intended to provide housing opportunities to applicants based upon household circumstances.

Preferences affect only the order applicants are selected from the waiting list. They do not make anyone eligible who was not otherwise eligible. Preferences are not permitted if they, in any way, interfere with affirmative marketing efforts or fair housing requirements.

Owner/agent-Adopted Preferences

a. *Unit Transfer Preference*

Residents who have submitted a Unit Transfer Request and who are deemed eligible for the transfer may qualify for an existing resident preference. This means that a resident transferring

from one unit to another will be offered a unit before an applicant. Residents who do not qualify for a preference will be placed on the waiting list in the order that they applied. If such a preference is implemented, applicants who qualify for the preference will receive priority over other applicants/residents with preferences except when a resident has requested a unit transfer because 1) the resident requires the accessibility features of a different unit; or 2) the current unit is too large or too small for the family; or 3) there is a verified medical need for a unit transfer.

b. Waitlist Preferences

The following ranking preferences, in hierarchical order, will be applied to applicants on the waitlist:

- 1) Federally Declared Disaster: Families or individuals displaced from their place of permanent residence due to a federally declared disaster;
- 2) Domestic Violence Victims: Applicants who can provide documentation that they have been displaced by domestic violence, sexual violence, dating violence, or stalking or need to move from their present housing because of domestic violence, sexual violence, dating violence, or stalking.
- 3) Veterans: Applicants who can document that he/she is a veteran or is the immediate family member of a veteran (living or deceased), or is active/inactive personnel of the United States Armed Forces. Immediate family member documentation for preference must show financial support from the veteran while he/she was alive or the immediate family member is presently receiving benefits or financial support from active/inactive personnel.
- 4) Homeless: Applicants must meet the following definition in HUD's HEARTH Act, with documentation through the City of Chicago or Chicago's Continuum of Care-Coordinated Entry System; individuals and families who lack a fixed, regular, and adequate nighttime residence which includes a subset for an individual who resided in an emergency shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided.
- 5) Family Preservation: Applicants who can document that their child(ren) are at risk of placement outside the household by a recognized agency, such as the Illinois Department of Children and Family Services (DCFS), or by a court because of inadequate shelter or environmental neglect, or applicants whose child(ren) cannot be returned to the home until the family can provide for the child(ren)'s subsistence needs.

c. Verification of Preferences

All preferences, excluding homeless preference, will be verified at the time of screening. Documentation must be provided within 10 business days of the screening to verify the preference. Failure to provide documentation will result in removal of the preference.

d. When a Request for Preference is Denied

If it is determined during the screening process that an applicant does not meet the criteria for receiving a preference, the applicant will be returned to the waitlist with their original date of application and the preference will be removed from their application.

The applicant will receive a final status letter to confirm they have been returned to the waitlist. Within 10 business days of the date of the letter, the applicant has the right to appeal the

decision through a mitigation hearing process.

e. Change in Preference Status While on the Waiting List

Occasionally households on the waiting list who did not qualify for a preference when they applied will experience a change in circumstances that qualifies them for a preference. In such cases, it is the responsibility of the applicant to update their electronic application with the appropriate preference. This may be done at any time, as the waitlist remains open. Applicants, however, will be unable to access the waitlist portal to update their application if their name has been sent to a property for a screening opportunity.

f. Exceptions to the Preference Rule

Management must give priority to current residents:

- Residing in a unit that has been determined uninhabitable due to flood, fire or other natural disaster
- When a unit is designated for rehabilitation or repair

These situations represent extenuating circumstances, and the normal selection order may be adjusted to address the needs of these residents.

XIX. Live-In Aides

Please contact the management office staff if a live-in aide will be moving into the unit. If the family plans to include a live-in aide, the live-in aide is not required to complete the same application forms. Live-in aides must complete the Live-in Aide Questionnaire and participate in screening and other verifications that are required.

The live-in aide must meet HUD's definition of a live-in aide. The live-in aide has no rights to the unit as a remaining family member and must agree to relinquish possession of the unit within 30 calendar days in the event of death or eviction of the resident, if the resident is absent for an extended period of time or if the resident leaves for any reason. The live-in aide will be required to sign an acknowledgement the live-in aide has no right of residency or occupancy if the resident is absent or if the resident moves out for any reason including death.

XX. Privacy Policy

It is the policy of the owner/agent 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 owner/agent.

Neither the property owner nor its agents shall disclose any personal information contained in its records to any person or agency, other than HUD, its Contract Administrators or other federal/state entity or investor auditing entities, unless the individual about whom information is requested gives written consent to such disclosure. Such consent may be provided in an equally effective manner, as a reasonable accommodation, when there is the presence of a disability.

This Privacy Policy in no way limits the owner/agent's ability to collect such information to determine eligibility, compute rent, or determine an applicant's suitability for tenancy.

XXI. Verification

The owner/agent shall obtain verifications in compliance with requirements set forth by the Department of Housing and Urban Development. After the preliminary eligibility determination, no decision to approve an application shall be made until information provided on the application

form and during subsequent interviews has been collected and any necessary follow-up interviews have been performed.

All information relative to the following items must be verified as described in these procedures.

a. Information to be Verified

Information to be verified includes, but is not limited to:

- 1) Eligibility for Admission, such as
 - a) Income
 - b) Assets And Asset Income
 - c) Identification
 - d) Age
 - e) Household Composition
 - f) Social Security Numbers
 - g) Citizenship And/or Legal Status
 - h) Student Status
 - i) Current HUD Assistance
- 2) Allowances, such as
 - a) Age
 - b) Disability
 - c) Full Time Student Status
 - d) Child Care Expenses
 - e) Disability Assistance Expenses
 - f) Medical Expenses (For Elderly/Disabled Households Only)
- 3) Preferences
- 4) Compliance with Resident Screening Guidelines, such as
 - a) Criminal History
 - b) Credit History
 - c) Rental/Residence History
- 5) The Need for an Accessible Unit

b. Methods of Verification

Verifications will be attempted in the following order:

- 1) Upfront Income Verification (UIV)
- 2) Third-party (as appropriate)
- 3) In the absence of any of the above, notarized or witnessed statements from the household member (*the owner/agent is not required to accept family/self-certification*). Each file will be documented, when appropriate, to show that staff attempted to obtain third-party verification before relying on family certification.

c. Sources of Information

Sources of information may include, **but are not limited to:**

- Any member of the applicant household
- Present and former housing providers/landlords
- Banks
- Insurance Companies
- Family members
- Any person or organization providing gifts/regular contributions to the household

- Credit Screening providers
- Criminal Screening providers
- Eviction Screening providers
- Social workers/Parole Officers
- Court records
- Drug Treatment Centers
- Health Providers
- Physicians
- Clergy
- Schools/Institutes of Higher Education
- Department of Homeland Security (DHS)
- Department of Health and Human Services (HHS)
- The Internal Revenue Service (IRS)
- The Social Security Administration (SSA)
- Medicare/Medicaid
- Representative of the United States Armed Forces
- Any federal/local benefit providers
- Pharmacies
- Utility Providers
- Local and non-local law enforcement
- Automated criminal databases
- Sexual Offenders registries when available
- The world wide web (internet)

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.

d. Period for Verification

Only verified information that is less than 120 days old may be used for verification. Verified information not subject to change (such as a person's date of birth) will not be re-verified.

e. Consent and Verification Forms

Regardless of age, the Head-of-Household (HOH), the co-Head-of-Household (HOH) the spouse of the Head-of-Household (HOH) and all adult members of a household must sign HUD's consent forms so that the owner/agent can verify eligibility.

- a) HUD-9887, *Notice and Consent for the Release of Information to HUD and to a PHA*
- b) HUD-9887-A, *Applicant's/Resident's Consent to the Release of Information Verification by Owners of Information Supplied by Individuals Who Apply for Housing Assistance*

Consent and verification forms protect the rights and privacy of residents and applicants by allowing them to have control over any information collected about them.

All adult members of an applicant or resident household must also sign individual verification forms authorizing the owner/agent to verify household income and applicable eligibility factors (e.g., disability status) and to allow for screening.

When a minor living in the unit turns 18, he/she will have thirty (30) days to meet with the management staff and sign appropriate forms. Failure to do so will result in termination of subsidy for the entire household.

f. Provisions for Refusal to Sign

If any member of the applicant's household, does not sign and submit the consent forms as required, the owner/agent must reject the application and deny assistance and/or tenancy.

g. Misrepresentation

Any information provided by the applicant that proves to be untrue may be used to disqualify the applicant because of misrepresentation or attempted fraud. The owner/agent will not take any action to reduce or deny assistance based on inconsistent information received during the verification process until the owner/agent has independently investigated the information.

The owner/agent considers false information about the following to be grounds for rejecting an applicant:

- Identity
- Social Security Numbers/Information
- Income
- Assets/Income From Assets
- Household Composition
- Disability
- Birth Date/Age
- Citizenship, Naturalization, And/or Eligible Immigration Status
- Eviction History
- Criminal History
- Sexual Offender Status
- Eligibility For Preferences and Priorities
- Allowances
- Current/Previous Residence History
- Current Housing Assistance
- Status As A Student

Unintentional errors that do not cause preferential treatment will not be used as a basis to reject applicants.

XXII. Applicant Screening Criteria

Screening is performed in a manner that is reasonable, consistent, and complies with fair housing laws. Screening is used to help ensure that households admitted to a property will abide by the terms of the lease, pay rent on time, take care of the property and unit, and allow all residents to peacefully enjoy their homes.

Anyone who wishes to live on the property must be screened prior to moving in. This includes, but is not limited to, live-in aides, security/police officers or additional household members wishing to move-in after the initial move-in. *Certain exceptions apply to children/minors.* The current screening guidelines in place at the time the new household member applies will be used to determine eligibility for admission.

1. A household containing a member(s) who was convicted in the last three years from

federally-assisted housing for drug-related criminal activity. Management may, but is not required to, consider two exception to this provision:

- a) The evicted household member has successfully completed an approved, supervised drug rehabilitation program or
 - b) The circumstances leading to the eviction no longer exist (i.e., the household member no longer resides with the applicant household).
2. A household containing a member(s) who is currently engaged in illegal use of drugs for which Management has reasonable cause to believe that a member's illegal use or pattern of illegal use of a drug may interfere with the health, safety, and right to peaceful enjoyment of the property by other tenants;
 3. A household containing a member(s) who is subject to a state sex offender lifetime registration requirement or the ten-year Illinois State Sex Offender Registration Act;
 4. There is reasonable cause to believe that a household member's behavior from abuse or pattern of abuse of alcohol, may interfere with the health, safety, and right to peaceful enjoyment by other tenants;
 5. A household containing a member(s) who has ever been convicted of arson;
 6. A household containing a member(s) who has ever been convicted of drug-related crime for the manufacture or production of methamphetamine on the premises of federally assisted housing;
 7. A household containing a member(s) who has been convicted in the last three year(s) of crimes that involved physical violence to persons or property, which threaten the health, safety, and right to peaceful enjoyment of the property by other tenants, or the health and safety of Management employees, contractors, subcontractors, or agents of Management; or
 8. A household containing a member(s) who has criminal convictions in connection with the manufacture or distribution of a drug or controlled substance within the last three year(s).

a. Screening Credit History

The owner/agent reviews each adult applicant's credit history for the last three years.

The owner/agent does not consider medical bills/expenses when reviewing credit history.

The owner/agent does not consider student loans and/or expenses when reviewing credit history.

Collections: The owner/agent will use a screening company to assist with credit screening. Records to be reviewed include, but are not limited to:

- Civil judgment
- Child Support
- Federal Tax Lien
- State Tax Lien
- Forcible Detainer
- Garnishment
- Utility Lien (Power, Water, Sewer, Gas)

Credit history will be reviewed for all members of the applicant household age 18 years or older to verify income information, to determine if the person owes funds to any housing authority for any program, to confirm last place of residency and to determine whether a criminal background check must be conducted in states where the applicant(s) and household members have resided. A credit check on live-in aides will also be conducted to verify everything listed above except for income

information.

If the applicant has no credit history, the credit screening will be considered “positive”.

b. Screening Rental History

The owner/agent will review rental history with any landlord indicated. An applicant’s past performance in meeting financial obligations, especially payment of rent, will be considered.

Applicants with a record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety, or welfare of other residents may be denied; 24 CFR § 960.203.

Applicants with negative findings from this housing authority, other housing authorities or housing programs will be reviewed. The burden shall be on the applicant to provide evidence to show the negative finding(s) was not the fault of the applicant;

Applicants who have been evicted from the CHA or any other subsidized housing program within the last two years from the date of the eviction for nonpayment of rent will have his/her application denied.

Applicants who owe funds to the CHA or any other housing authority for any program that the CHA or another housing authority operates will be denied.

Applicants who owe funds or judgment debts to a utility company or who cannot obtain utility connections for the specific utility required at a property will be denied.

If the applicant has no landlord history, the landlord screening will be considered “positive”.

c. Screening for Receipt of HUD Assistance in Another Unit

All applicants **MUST** disclose if they are currently receiving HUD housing assistance. The owner/agent will not knowingly assist applicants who will maintain a residence in addition to the HUD-assisted unit on this property. HUD provides the owner/agent with information about an applicant’s current status as a HUD housing assistance recipient.

The owner/agent will use the **Existing Tenant Report** provided via HUD’s Enterprise Income Verification System (EIV) to determine if the applicant or any member of the applicant household is currently receiving HUD housing assistance.

Nothing prohibits a HUD housing assistance recipient from applying to this property. However, the applicant must move out of the current property and/or forfeit any voucher before HUD assistance on this property will begin. Special consideration applies to minor children where two assisted families share custody.

If an applicant fails to fully and accurately disclose rental history, the application may be denied based on the applicant’s “misrepresentation” of information and the household will be removed from the waiting list. This information will be reviewed periodically after move-in.

If any household member receives or attempts to receive HUD housing assistance while receiving HUD housing assistance on this property, the household member will be required to reimburse HUD for assistance paid in error. This is considered a material lease violation and may result in penalties up to and including eviction and pursuit of fraud charges.

XXIII. Rejecting Ineligible or Unqualified Applicants

The owner/agent reserves the right to reject applicants for admission based on any of the following:

- No unit of the appropriate size exists on the property
- The household fails to meet the HUD indicated eligibility requirements for the assistance program/property
- Any non-exempt member of the household fails to provide a Social Security Number or adequate documentation to verify the Social Security Number (SSN)
- Any member of the household fails to meet the applicant screening requirements
- Any member of the household fails to sign appropriate verification documents
- Misrepresentation
- Fraud
- Any member of the household fails to respond to management inquiries for additional information during the application process
- The owner/agent is unable to contact the applicant via email, by phone (number disconnected or changed), and/or by US Mail (letters undeliverable or returned)
- There is record of outstanding or overdue payments to HUD
- There is record of outstanding or overdue payments to utility providers
- The household is unable to establish utilities in the new unit
- The household is unable to pay the security deposit required
- The household is unable to pay the first month's rent (TTP)

a. Rejection Notices

The owner/agent will notify the applicant in writing of the denial of admission or assistance. A rejection letter will be sent to the applicant via email or First-Class Mail. The rejection letter will include the reason(s) for the rejection.

b. Appealing the Rejection

An applicant may make a request to appeal the denial in writing or online. The request must be **made ten (10) business days from the date of the rejection letter**. The owner/agent will accept the request in an equally effective manner, as a reasonable accommodation, if there is the presence of a disability. If there is no appeal request **within ten (10) days**, the rejection will be considered final. Reasons to appeal include:

- You believe the decision has been made in error
- You believe there are extenuating circumstances that should be considered
- You or a member of your household is a victim of abuse covered by the Violence Against Women Act and you feel your status as a victim contributes to the decision to deny
- You or a member of your household is a person with a disability, and you believe a reasonable accommodation would allow us to continue processing the application
- Your household was rejected because the application includes someone who is a registered sex offender and you wish to remove that household member

Any staff person engaged in the initial review will not be involved in the appeal. Applicants may bring a representative to assist in the appeal meeting. Applicants and/or their representatives have the right to request a reasonable accommodation to:

- Assist in facilitating your request for appeal

- To assist in your participation during the appeal meeting

The owner/agent will provide written notification of a final decision via email or by US mail.

XXIV. Offering an Apartment

When eligibility is confirmed and a unit becomes available, applicants will be extended an opportunity for housing via a unit offer letter. Once contact is made, applicant will be provided two business days to accept or decline a unit offer prior to being removed from the waitlist or returned to the waitlist for good cause.

a. Offering Accessible Units

Units that have been made accessible in accordance with the Universal Federal Accessibility Standards or the Americans with Disabilities Act Accessibility Guidelines will be offered to applicant households with disabled members first. In some cases, the owner/agent may implement marketing efforts to ensure that disabled households occupy accessible units.

Units with communication accessible features will be offered to households with a verified need for communication accessible units first.

Units with mobility accessible features will be offered to households with a verified need for mobility accessible units first.

After move-in, if the members of the household who required the special features of the accessible unit no longer reside in the unit, and where the lease permits, the owner will require the remaining members of the household to move to a unit without accessibility features when such a unit of the appropriate size becomes available.

If there is no household on the waiting list that has requested an accessible unit, the unit will then be offered to the next household based on the selection order.

Before the applicant can accept that accessible unit, all adult members of the applicant household must sign an agreement that includes a requirement to move to the first available non-accessible unit that meets the household's occupancy requirements as described in this plan. The resident household will not be required to move if:

1. No unit that meets the household's occupancy requirements is available
2. There is no applicant household on the waiting list requesting an accessible unit

In either of the cases above, the household will have a maximum of thirty (30) calendar days to complete the move. If the applicant fails to move in thirty (30) calendar days, assistance will be terminated. This rule, in no way, affects the single residence criteria. The household can only accept assistance in one unit on any given day.

b. Offering Units to Disabled Applicants Requesting Accessibility Features

The owner/agent will not skip over a household that has reached the top of the waiting list and has indicated a need for certain unit features because of a disability.

The household will be given the opportunity to benefit from the program and decide, in compliance with the Fair Housing Act and Section 504, whether a unit meets the needs of the disabled household member. The household may accept the unit and request some modification to the unit as a reasonable accommodation. See Appendix A for information about requesting a

reasonable modification.

c. Offering Units to Applicants or Residents with Preferences

Applicants/residents with preferences are selected from the waiting list and receive an opportunity for an available unit earlier than those who do not have a preference.

d. Applicant Selection Order

Accessible Apartments will be offered first to residents in coordination with CHA's Accessibility Specialist by date of reasonable accommodation request and then to applicants by sort order on the waitlist.

XXV. Unit Transfer Policies

The owner/agent will accept requests for transfer based on the following:

1. There is a need for a unit transfer because of a change in household size and/or composition
2. There is a need for a unit transfer based on the verified need for an accessible unit
3. There is a verified medical need for a different unit.
4. There is a need for a unit transfer of a household that does not require the accessibility features of a unit in which they are living

Existing residents must complete a Unit Transfer Request. The Unit Transfer Request must be completed and signed by the head of household and all adult household members who wish to move. The owner/agent will accept the Unit Transfer Request in an equally effective format, as a reasonable accommodation, if there is the presence of a disability.

Special consideration is given when the unit transfer is requested because there is:

- A verified medical need for a different unit
- A verified need for an accessible unit
- There is a need for a unit transfer of a household that does not require the accessibility features of a unit in which they are living to accommodate a disabled resident/applicant on the waiting list.
- A change in household size that makes the current unit too large or too small for the family based on the owner/agent occupancy standards

Except in those cases described above, unit transfers will be granted only if:

- The household has not given notice to move
- The resident is not being evicted
- The resident is current for all outstanding charges
- The resident has not entered in to a repayment agreement for failing to fully and accurately report income or household composition
- The resident has no record of more than one minor lease violation in the last 12 month
- The resident has no record of any major lease violations
- The resident complies with lease provisions regarding decent safe and sanitary conditions of the current unit

A household living in an apartment too large for its needs will not be required to move if there are no applicants waiting for the bedroom size to be vacated by the transfer.

An appropriately sized unit will be available before the resident household is required to move. At that time, the household will have thirty (30) days to complete the transfer.

a. Security Deposits, Pets Deposits & Unit Transfers

When a resident transfers to a new unit with all other household members, the owner/agent will charge a new security deposit and refund the security deposit for the old unit less any outstanding amounts for rent, fees or damages.

When a resident owns a pet, the original unit will be assessed for damages caused by the pet. The pet deposit will be reduced by charges for those damages and the resident will be required to obtain a pet deposit balance for the new unit.

b. Security Deposits & Unit Transfers

When a resident transfers to a new unit with all other household members, the owner/agent will transfer the existing security deposit to the new unit. Charges for unpaid rent, fees and damages will be charged to the household in the new unit.

XXVI. Changes in Household Composition

a. Adding Household Members After Initial Occupancy

The owner/agent must approve any new adult household member **before** he/she moves into the unit. Eligibility criteria, screening criteria and compliance with occupancy standards will be reviewed before the new household member is approved or denied.

The request to add a new household member will not be considered if the resident has provided notice to vacate the unit. This helps prevent applicants from “jumping” ahead on the waiting list.

Any new adult household member will be considered an applicant and must participate in the eligibility determination and screening processes described in the resident selection plan in place at the time of the eligibility determination.

The rent/assistance payment will be re-calculated to reflect any income or allowances for the new household member. If the rent increases, the increase will take effect the first of the month following delivery of a 30-day notice of change to rent. If the rent decreases, the decrease will take effect the first of the month following the addition of the new household member.

This policy applies to live-in aides as well. Screening criteria will also be applied to live-in aides, **except for the criterion regarding credit performance or the ability to pay rent on time** because live-in aides are not responsible for rental payments. However, live in aides must meet other screening criteria established by the owner/agent. Income and/or allowances received by live-in aides will not be considered.

Information about new household members who are minors must be provided to the owner/agent as quickly as possible but within no more than thirty (30) calendar days. This includes, as applicable, required eligibility information including Social Security Numbers, proof of citizenship or non-citizen eligibility and other pertinent information.

If the new household member is under the age of six, special consideration regarding Social Security Number disclosure and verification of Social Security Numbers is given. The household will be given ninety (90) calendar days to provide the Social Security Number and adequate documentation to verify the Social Security Number provided. In some cases, an additional ninety (90) days may be provided.

If the household fails to provide the required Social Security Number information within the allotted timeframe, the household's tenancy will be terminated (eviction) in accordance with HUD requirements.

Each dependent child that lives in the unit may be eligible for a \$480 deduction that decreases the monthly rent payment by roughly \$12.00 per month. The rent payment will be re-calculated to reflect any income or allowances for the new household member.

If the rent increases, the increase will take effect the first of the month following delivery of a 30-day notice of change to rent. If the rent decreases, the decrease will take effect the first of the month following the addition of the new household member.

Failure to notify the owner/agent about changes in household composition as described above may result in retroactive rent changes and/or termination of subsidy/tenancy for the entire household. Please contact the owner/agent or property staff if you have questions about this policy.

b. Removing Household Members After Initial Occupancy

Residents must notify the owner/agent if any household member listed on the lease or on HUD Form 50059 leaves the unit. This notification must occur as quickly as possible but within no more than thirty (30) calendar days.

Upon notice, the rent payment will be re-calculated to remove any income or allowances for the previous household member. If the rent increases, the increase will take effect the first of the month following delivery of a 30-day notice of change to rent. If the rent decreases, the decrease will take effect the first of the month following the removal of the household member.

Failure to provide notice to the owner/agent, within thirty (30) days, could result in rent increases retroactive to the first of the month after the household member left. Subsidy paid in error will be returned, as required, to the Department of Housing & Urban Development.

If the resident fails to notify the owner/agent of a change in household composition within thirty (30) calendar days, and that change would result in a rent decrease, the owner/agent will make the decrease effective the first of the month following the notice. No retroactive rent credits will be returned to the resident.

Failure to notify the owner/agent about changes in household composition may result in termination of subsidy and/or tenancy for the entire household. Please contact the owner/agent if you have questions about this policy.

XXVII. Apartments Inspections

All apartments must undergo periodic inspection conducted by the on-site management team, HUD or HUD's representatives/agents. These inspections include not only interior but also exterior inspections. Residents have the right to be present, and are, in fact encouraged, to be present during unit inspection.

The move-in inspection is an opportunity to familiarize the new resident with the property and the unit, as well as to document its current condition. By performing move-in inspections, the owner/agent and residents are assured that the unit is in livable condition and is free of damages. A move-in inspection gives the owner/agent an opportunity to familiarize residents with the operation of appliances and equipment in the unit.

The move-out inspection is conducted when a household vacates a unit. The owner/agent will list the damages on the Unit Inspection Form and compare it with the Unit Inspection Form completed at move-in to determine if there is any damage or excessive wear-and-tear.

In addition, the owner/agent will perform **unit inspections on at least an annual basis** to determine whether the appliances and equipment in the unit are functioning properly and to assess whether a component needs to be repaired or replaced.

This is also an opportunity to determine any damage to the unit and, if so, make the necessary repairs. At this time, residents may be charged for damages to the unit so long as those damages are not the result of normal wear-and-tear.

HUD, or its authorized contractor(s), has the right to inspect the units and the entire property to ensure that the property is being well maintained. These inspections assure HUD that owners and their agents are fulfilling their obligations under the regulatory agreements and/or subsidy contracts and that residents are provided with decent, safe, and sanitary housing.

XXVIII. Appendix A – Request for Reasonable Accommodation or Modification

The owner/agent is committed to complying with the Fair Housing Act and Section 504 of the Rehabilitation Act by ensuring that its policies and practices do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities in connection with the operation of housing services or programs solely on the basis of such disabilities.

If an individual with a disability requests an accommodation or modification, the owner/agent will fulfill these requests, unless doing so would result in a fundamental alteration in the nature of the program or create an undue financial and administrative burden. In such a case, if possible, the owner/agent will offer an alternative solution that would not result in a financial or administrative burden.

- (1) The owner/agent informs all applicants/residents that, at any time, the applicant/resident or a person acting on behalf of the applicant/resident may make a request for reasonable accommodation or modification for an individual with a disability.
- (2) All applicants/residents are provided with a Reasonable Accommodation/Modification Request Form when requesting a reasonable accommodation or modification. The request will be accepted in an equally effective format, as a reasonable accommodation, if there is the presence of a disability. A resident or applicant may submit the request in writing, orally, or use another equally effective means of communication to request an accommodation or modification.
- (3) Residents and applicants may contact the management office located within their property for information about requests.
- (4) The owner/agent will provide an initial reply to requests as quickly as possible, but no more than ten (10) business days from the receipt of the request unless the owner/agent explains the delay. Response may include but is not limited to:
 - i. Request Approval
 - ii. Request Denial
 - iii. Request for Additional Information or Verification of Need
- (5) The owner/agent will consent to or deny the request as quickly as possible. Unless the owner/agent explains the delay, the applicant/resident will be notified of the decision to consent or deny within no more than thirty (30) calendar days after receiving all necessary information and documentation from the resident and/or appropriate verification sources. All decisions to grant or deny reasonable accommodations will be communicated in writing or, if required/requested, in an alternative format. Exceptions to the thirty (30) day period for notification of the owner/agent's decision on the request will be provided to the resident setting forth the reasons for the delay.
- (6) If the request for reasonable accommodation or modification is denied, the requestor has the right to appeal the decision within ten (10) business days of the date of the written notification of denial. The appeal meeting will be conducted by a person who was not originally involved in the decision to deny.

XXIX. Appendix B – Citizen/Non-Citizen Eligibility

Applicants are required to declare U.S. Citizenship or submit evidence of eligible immigration status for each of household member seeking housing assistance. The owner/agent is required to obtain the following documents:

- 1) Family Summary Sheet (lists all household members who will reside in the assisted unit)
- 2) Citizenship Declaration (Each household member listed on the Household Summary Sheet must complete)
- 3) Forms and/or evidence of citizen/immigration status

If you have any questions or difficulty in providing the described information or determining the type of documentation required, please contact the management office. If you are unable to provide the required documentation in the timeframe indicated, you must contact the management office and request an extension. If you fail to provide this information, the owner/agent cannot provide assistance.

The owner agent will offer the household assistance, providing subsidy to those household members whose documents were received on time when the following criteria is met:

- 1) Assistance/unit is available
- 2) The household has come to the top of the waiting list
- 3) At least one member of the household has submitted the required documentation in a timely manner and has been determined to be eligible based on all of the criteria in this resident selection plan

If any household member is determined to be an ineligible non-citizen, either at application or after move-in, assistance may be prorated or terminated.

a. *Required Documentation*

The owner/agent must obtain the following documentation for each household member regardless of age:

- ☐ From U.S. citizens, a signed declaration of citizenship. The owner/agent requires verification of the declaration. The following documents will be accepted as proof of citizenship
 - o United States (U.S.) Passport
 - o U.S. birth certificate
 - o Other documentation as provided by HUD or DHS
- ☐ From non-citizens claiming eligible status who is 62 or older:
 - o A signed declaration of eligible immigration status and
 - o Proof of age
- ☐ From non-citizens claiming eligible status who is not 62 or older:
 - o A signed declaration of eligible immigration status **and**
 - o A signed consent form **and**
 - o One of the DHS-approved documents
 - ☐ Form I-551, *Permanent Resident Card*.
 - ☐ Form I-94, *Arrival-Departure Record* annotated with one of the following:
 - ☐ “Admitted as a Refugee Pursuant to Section 207”;
 - ☐ “Section 208” or “Asylum”;
 - ☐ “Section 243(h)” or “Deportation stayed by Attorney General”; or

- ☐ "Paroled Pursuant to Section 212(d)(5) of the INA."
- ☐ Form I-94, *Arrival-Departure Record* (with no annotation) accompanied by one of the following:
 - ☐ A final court decision granting asylum (but only if no appeal is taken);
 - ☐ A letter from an DHS asylum officer granting asylum (if application was filed on or after October 1, 1990) or from an DHS district director granting asylum (application filed was before October 1, 1990);
 - ☐ A court decision granting withholding of deportation; or
 - ☐ A letter from an asylum officer granting withholding of deportation (if application was filed on or after October 1, 1990).
 - ☐ A receipt issued by the DHS indicating that an application for issuance of a replacement document in one of the above-listed categories has been made and that the applicant's entitlement to the document has been verified.
 - ☐ Other acceptable evidence.

If other documents are determined by the DHS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the Federal Register.

b. Timeframes for Submitting Evidence of Citizenship/Immigration Status to the Owner/Agent

Applicants must submit required documentation of citizenship/immigration status no later than the date the owner/agent initiates verification of other eligibility factors (pre application or application). Owner/agents determine the applicant's citizenship or immigration status during the initial eligibility determination prior to move-in.

If the applicant cannot supply the documentation within the owner/agent's specified timeframe, the owner/agent **may** grant the applicant an extension of not more than thirty (30) days, **but only if** the applicant certifies that the documentation is temporarily unavailable and additional time is needed to collect and submit the required documentation. (Although the extension period may not exceed thirty (30) days, the owner/agent may establish a shorter extension period based on the circumstances of the individual case.)

The owner/agent will inform the applicant in writing (or, if required/requested, in an alternative format) if an extension request is granted or denied. If the request is granted, the owner/agent will include the new deadline for submitting the documentation. If the request is denied, the owner/agent will state the reasons for the denial in the response. When granting or rejecting extensions, the owner/agent/agent will treat applicants consistently.

c. Reviewing and Verification of a Household's Citizen/Immigration Status

Owner/agents will conduct primary verification through the (Systematic Alien Verification for Entitlements) SAVE ASVI database - the Department of Homeland Security (DHS) automated system. After accessing the ASIV database, the owner/agent enters the required data fields. The system will display one of the following messages for immigration status confirmation on the screen.

- ☐ Lawful Permanent Resident
- ☐ Temporary Resident
- ☐ Conditional Resident
- ☐ Asylee
- ☐ Refugee
- ☐ Cuban\Haitian Entrant
- ☐ Conditional Entrant

d. *Secondary verification*—If the message “institute secondary verification” is displayed on the screen, the manual verification process must be used.

Within ten (10) days of receiving an “Institute Secondary Verification” response, the owner/agent will prepare DHS Form G-845S, *Document Verification Request*. The owner/agent will send DHS Form G-845S and photocopies of the DHS documents submitted by the applicant to the DHS office serving the property’s jurisdiction.

The DHS will return to the owner/agent a copy of DHS Form G-845S indicating the results of the automated and manual search.

i. *Notification of Applicants*

Owner/agents will notify households in writing that they are:

- ☐ Eligible for assistance
- ☐ Eligible for partial assistance, as a mixed household

The owner/agent/agent will notify applicants and/or residents in writing if they are found to be ineligible based upon citizenship/immigration status.

ii. *Mixed Households*

A mixed household—a household with one or more ineligible members and one or more eligible household members—may receive:

- ☐ Prorated assistance
- ☐ Continued assistance

iii. *Appealing Determinations of Ineligibility*

The owner/agent will notify the household in writing as soon as possible if the secondary verification process returns a negative result.

The applicant or resident has thirty (30) days from receipt of the notice to choose which option to follow.

The system will display one of the following messages for immigration status confirmation on the screen.

- ☐ Lawful Permanent Resident
- ☐ Temporary Resident
- ☐ Conditional Resident
- ☐ Asylee
- ☐ Refugee
- ☐ Cuban\Haitian Entrant
- ☐ Conditional Entrant

XXX. Appendix C – Dual Subsidy Notice

I understand that my application to move to **NAME OF PROPERTY** with the rest of my household members has met preliminary eligibility requirements.

I have indicated, on the application, that:

1. ☐ I am not currently receiving HUD assistance in another unit
2. ☐ I am currently receiving HUD assistance in another unit.

According to the current HUD lease, if I am living in a community and receiving HUD project-based assistance, I must provide a 30-day notice to the agent managing the property where assistance is currently provided.

*If the owner/agent discovers that any household member failed to move out of a HUD assisted residence before moving to **NAME OF PROPERTY**, no rent subsidy or utility allowance will be provided by the Department of Housing and Urban Development until the day after the move out is complete. Household members who signed the lease will be responsible for paying the market rent until qualified to receive HUD assistance on this property. Any assistance paid in error must be returned to HUD.*

3. ☐ I am the recipient of a housing voucher.

I understand that HUD prohibits residents from benefiting from Housing Voucher assistance in a unit assisted through HUD's Section 8 program.

I understand that HUD prohibits residents from benefiting from Housing Voucher assistance in a unit assisted through HUD's Section 8 program. When the application is submitted the household will be added to the waiting list. A unit will be offered in accordance with the resident selection plan. If the family later moves out of the project, the project subsidy will not move with the family as it does with a voucher. If you wish to participate in the voucher program after move-out, you will need to reapply to the PHA to receive another voucher.

*All household members must be removed from or forfeit the voucher before receiving HUD assistance for a unit on this property. If the owner/agent discovers that any household member failed to give up current HUD assistance before moving to **NAME OF PROPERTY**, no rent subsidy or utility allowance will be provided by the Department of Housing and Urban Development until the day after the move out is complete.*

Household members who signed the lease will be responsible for paying the market rent until qualified to receive HUD assistance on this property. Any assistance paid in error must be returned to HUD.

This information will be verified using the Existing Tenant Report in EIV. If EIV indicates a conflict and verification information indicates that the information provided is not true, and the EIV information is verified, then the owner/agent will reject the application based on misrepresentation of information.

XXXI. Appendix D – Verification of Household Composition

In compliance with HUD's Rental Housing Integrity Improvement Project (RHIP), the owner/agent will make every effort to ensure that the correct assistance is provided to those who seek housing assistance.

If an applicant household indicates that one or more members should be removed from the application, the owner/agent will accept such notification from the Head-of-Household (HOH) if it is provided on a notarized form provided by the owner agent. The following rules apply.

If the household is being rejected because a member is registered as a sex offender in any state lifetime sex offender registry, the owner/agent will take extra steps to ensure that the sex offender is not housed in any unit on the property. The household will have to provide documentation to prove that the sex offender will live at another location. Acceptable documentation includes, but is not limited to:

- Confirmation from a landlord with copy of an executed lease
- Confirmation from local police
- Confirmation from anyone who maintains sex offender registries including but not limited to:
 - a) Dru Sjodin Sex Offender Registry
 - b) Megan's List
 - c) State or Federal Sex Offender Registries
- New driver's license with new address

Information will be confirmed for up to one year after move-in.

If it is discovered that the household allowed any registered sex offender to live in the unit, the applicant must understand that he/she is not qualified to receive subsidy or live on the property. All subsidy paid-in-error must be returned to HUD. Because this is a material lease violation, all household members must vacate the unit within 30 days.

One of the key requirements, at application and during residency, is to disclose who will be living in the unit at any given time. It is important to understand the difference between a resident and a guest.

Resident: A resident is any person who is listed on the application, on any Family Summary submitted and, on the lease, who will reside in the unit.

Guest: A guest is a person who visits any resident and may stay overnight no more than thirty (30) consecutive nights in a one-year period and may stay overnight no more than ninety (90) non-consecutive nights in any one-year period without express written consent of the owner/agent.

If the owner/agent suspects that a guest should be classified as a resident, the owner/agent will request a meeting with the Head-of-Household (HOH).

In accordance with HUD requirements, the resident will have ten (10) days to meet with the owner/agent. Failure to respond to the request to meet will result in termination of assistance beginning the first of the month following the 10-day notice.

If the owner/agent suspects that a guest is actually living in the unit, the owner/agent will ask for verification of alternative residence. Samples of such verification include one or more of the following:

- └ Verification with the United States Postal Service that no mail, for the guest, is delivered to the unit address
- *A current driver's license for the "guest" with an alternative address
- *A current lease indicating an alternative residence
- *A current utility bill in the person's name showing an alternative address
- *A current insurance policy or other such invoice/bill showing an alternative address

**Current means issued/created within the last thirty (90) days.*

In addition, the resident(s), indicated on the lease, must sign a notarized statement confirming that the guest does not violate the guest policy as indicated above and does not reside in the unit.

Live-in Aides: A live-in aide must meet HUD's definition of a live-in aide:

- 1) Is essential to the care and well-being of the resident
- 2) Is not dependent on the resident for support
- 3) Is only living in the unit to provide essential support

If a resident or applicant requests a live-in aide, the owner/agent is required to verify the need for a live-in aide using third-party verification.

Live-in Aides are required to complete the Live-in Aide Questionnaire. The information on the Live-in Aide questionnaire will be verified and the prospective live-in aide will be screened in accordance with the resident selection plan in place at the time of review. The live-in aide will not be screened for the "ability to pay rent" since the live-in aide is not responsible for rent payment.

The live-in aide must be approved and must sign the House Rules and the HUD-approved Live-in Aide Addendum before move-in. The owner/agent must sign a revised 50059 before the live-in aide is allowed to move-in.

If a live-in aide moves in prior to screening and prior to signing required forms, the owner/agent will issue a notice of lease violation and may pursue other action including, but not limited to eviction of the live-in aide, termination of assistance and/or termination of tenancy.

Children/Minors: At move-in, all non-exempt household members, including children, must have a Social Security Number and adequate documentation to verify the Social Security Number.

When children are later added to the household, the following will be required.

For children who are born, adopted or in foster care or in another legal custodial relationship with an existing household member, the owner/agent requires the following:

- Social Security Number and proof that the number is valid
 - For children under the age of 6 years old - must be provided within ninety (90) days or owner/agent is required to terminate tenancy.
 - An additional ninety (90) may be provided if extenuating circumstances exist
- Proof of age/legal custodial arrangement
 - Birth certificate indicating that a household member is a parent; or

- o Adoption paperwork indicating that a household member is a parent as appropriate; or
- o Verification from the foster agency indicating the unit as the primary residence of the foster child as appropriate; or
- o Other documents proving legal custody arrangement as appropriate

For children who are not part of a legal custody arrangement who will be living in the unit, the owner/agent requires:

- ☐ Social Security Number and proof that the number is valid
 - o For children under the age of 6 years old - must be provided within ninety (90) days or owner/agent is required to termination of tenancy. An additional ninety (90) may be provided if extenuating circumstances exist
- ☐ Two forms of proof that the child resides with a member of the household
 - o Verification from a government organization indicating that the unit will be the primary residence for the minor (examples include but are not limited to school records, children services agencies, foster programs, etc.)
 - o Verification from a medical professional in the know indicating that the unit will be the primary residence for the minor
 - o Verification from a social service organization indicating that the unit will be the primary residence of the minor (examples include but are not limited to homeless shelters, shelters for victims of domestic violence, etc.)
 - o A signed, notarized statement from an adult household member claiming guardianship of the minor child

The owner/agent does not and will not establish policies intended to exclude children. If none of the household members can provide documentation for minors, as described above, the owner/agent will meet with the resident to discuss reasonable alternatives. The owner/agent will be the final judge of what is considered adequate documentation proving household composition/residency.

XXXII. Appendix E – VAWA Policy

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, people who have been victims of violence have certain rights under the Violence Against Women Act Reauthorization of 2013.

This policy is intended to support or assist victims of domestic violence, dating violence, sexual assault and/or stalking and protect victims, as well as members of their family, from being denied housing or from losing their HUD assisted housing as a consequence of their status as a victim of domestic violence, sexual assault, dating violence and/or stalking.

VAWA protections are not provided to guests, unauthorized residents or service providers (including live-in aides) hired by the resident.

VAWA ensures that victims are not denied housing and housing assistance is not terminated **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 an offense covered under the VAWA 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 victim of an offense covered under the VAWA is not reason to waive requirements set forth in the HUD Model Lease or in any lease attachment or HUD approved lease addendum 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 wishes to exercise these protections. If any applicant or resident wishes to exercise the protections provided in the VAWA, he/she should contact the owner/agent immediately. The owner/agent is committed to ensuring that the Privacy Act is enforced in this and all other situations.

a. Confidentiality

The identity of the victim 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

- a) Requested or consented to by the victim in writing;
- b) Required for use in an eviction proceeding or termination of assistance; or
- c) Otherwise required by applicable law.

The certification form provides notice to the resident of the confidentiality of the form and the limits thereof. 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.

b. 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, within fourteen (14) calendar days of the request. 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 victim 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 domestic violence, dating violence, sexual assault and/or stalking 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 victim service provider, an attorney, medical personnel, etc.) From whom the victim 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 victim of domestic violence, dating violence and/or stalking has signed or attested to the documentation.

If the applicant is currently living in a shelter established to protect victims of violence covered under the VAWA, the owner/agent will accept verification of such living arrangement in lieu of additional verification.

The victim is not required to name his/her abuser if doing so would result in imminent threat or if the victim 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 assistance, termination of tenancy or eviction based on false or unsubstantiated accusations.

The applicant/resident is required to provide all necessary documentation to the owner/agent no more than ten (10) business days after submitting the certification to the owner/agent. If the victim is unable to provide required documentation within the required timeframe, the owner/agent will deny the request.

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 victim and the owner/agent. Responses include:

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

c. 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, evict, or terminate housing assistance to any abuser, while allowing the victim, 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 victim; 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.

d. Criminal Acts

- Victims are encouraged to seek police/legal protection from their abuser. In some cases, the owner/agent may file a restraining order against the abuser to prevent the abuser from entering the property.
- If there is a restraining order against the abuser and the resident willingly allows or invites the abuser onto the premises, the owner/agent may seek termination of assistance and/or tenancy.
- In accordance with the regulation at 24 CFR 5.861, the owner/agent may terminate tenancy and evict a tenant through judicial action for criminal activity by a covered person if the Landlord determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested, or convicted for such activity and without satisfying a criminal standard of proof of the activity.

The owner/agent will take into account individual circumstances when making a determination to terminate tenancy; such circumstances might include, among other things, the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, and whether the leaseholder, if not the wrongdoer, took all feasible steps to prevent the offending action from occurring and has removed the offending person from the lease or otherwise banned the offending person from the premises in the future.

e. Lease Addendum

Any HUD approved lease addendum will be implemented and provided in accordance with HUD guidance.