

# **Brock Bridge Landing**

Woda Management & Real Estate, LLC  
“Management Agent”

## **Affordable Housing Tax Credit Property**

### **TENANT SELECTION PLAN**

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Throughout this document, the above named rental housing known as Brock Bridge Landing and owned by Brock Bridge Landing LP will be referred to as the “Property.”

## **I. FAIR HOUSING AND EQUAL OPPORTUNITY REQUIREMENTS**

It is the policy of the Property to comply fully with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Fair Housing Amendments Act of 1988, the Violence Against Women Act (VAWA), and any legislation protecting individual rights of residents, applicants or staff which may subsequently be enacted. These practices apply to policies and procedures when accepting and processing applications, selecting tenants from a waiting list, assigning rental housing, and certifying or re-certifying eligibility for assistance.

The Property shall not discriminate because on race, color, national origin, religion, sex gender identity (including gender expression), sexual orientation, disability, age, marital status, height and weight, family/parental status, income derived from public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity. The Property shall not:

- 1) Deny to any applicant the opportunity to apply for housing;
- 2) Deny to any eligible applicant the opportunity to lease housing suitable to their needs;
- 3) Provide housing which is different than that provided to others;
- 4) Subject any person to segregation or disparate treatment;
- 5) Restrict any person's access to any benefit enjoyed by others in connection with any applicable housing program;
- 6) Treat any person differently in determining eligibility or other requirements for admission; or
- 7) Deny a person access to the same level of services.

The Property shall not automatically deny admission to a particular group or category of otherwise eligible applicants. Each applicant in a particular group or category will be treated on an individual basis in the normal processing routine.

The Property will seek to identify and eliminate situations or procedures which create a barrier to equal housing opportunity for all. As required by Section 504, the Property will make reasonable accommodations for individuals with handicaps or disabilities (applicants or residents). Such accommodations may include changes in the method of administering policies, procedures, or services. In addition, the Property may make structural and/or nonstructural modifications to housing and non-housing facilities or amenities where such modifications would be necessary to afford compliant access to for qualified individuals with handicaps.

In reaching a reasonable accommodation with, or performing structural or non-structural modifications for, otherwise qualified individuals with disabilities, the Property is NOT required to:

- 1) Make structural alterations that require the removal or altering of a load-bearing structural member;
- 2) Provide an elevator in any multifamily housing project solely for the purpose of location of accessible rental housing above or below the grade level;
- 3) Provide support services that are not already provided to other residents;

- 4) Take any action that would violate the restrictive covenant, financing documents, or Federal laws or regulations, including without limitation Internal Revenue Code Section 42 and the regulations promulgated thereunder (the "Program"); or
- 5) Take any action that would result in an undue financial and administrative burden on the Property.

## **II. PRIVACY POLICY**

It is the policy of the Property to guard the privacy of individuals in accordance with the Federal Privacy Act of 1974, and to ensure the protection of such individual's records maintained by the Property. Therefore, neither the Property nor its agents shall disclose any personal information obtained in its records to any person or agency unless the individual about whom information is requested has given written consent for such disclosure.

This privacy policy in no way limits the Property's ability to collect such information as it may deem necessary to determine eligibility, compute rent, or determine an applicant's suitability for tenancy.

Consistent with the intent of Section 504 of the Rehabilitation Act of 1973, any information obtained on handicap or disability will be treated in a confidential manner.

### **Compliance with Requirements Outlined in the Violence Against Women Act**

Property managers understand that, regardless of whether state or local laws protect victims of domestic violence, rape, dating violence, sexual assault or stalking, people who have been victims of violence have certain rights under the Violence Against Women Act. If any applicant 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.

Neither the Property nor the management agent will 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.

## **III. QUALIFYING FOR ADMISSION**

Under the Program, the property may not admit ineligible applicants. Only the following applicants will be admitted:

- 1) Individuals;
- 2) Those who qualify as a family, defined as:  
Two or more persons living together, whose income and resources are available to meet the household's needs and who are related by blood, marriage, adoption, guardianship, or operation of law; or, have evidence of a stable relationship; or
- 3) A single individual with no children who is pregnant at the time of admission or in the process of securing legal custody of any individual under 18 years of age; or
- 4) Other persons, including foster children, live-in aides, and household members temporarily absent, may be considered as part of the family group if they are living or will live regularly with the applicant; or

- 5) Those whose annual income at the time of admission does not exceed the HUD-Income limit appropriate for the family size. 60% of the Area Median Gross Income is the highest income limit at which the Property may rent units in the Property. The household minimum annual income must be at least 2 times the annual rental rate in order to demonstrate ability to pay both rent and living expenses. Rental subsidy or rental assistance will be taken into account in determining eligibility for a rental unit. Additional units may be available at other income levels; or
- 6) All household members must verify a Social Security number, other tax identification number, or an Alien Registration number. If there is a newborn in the house with a pending number, the applicant will be admitted and the file updated when the number is available; or
- 7) Applicants who are full time students must meet at least one of the following criteria:
  - a. The household will not be comprised of all full-time students;
  - b. At least one student is receiving assistance under Title IV of the Social Security Act (i.e. TANF);
  - c. At least one student was an orphan or previously under the care and placement responsibility of the state agency responsible for administering foster care or a ward of the court through the age of 18;
  - d. At least one student participates in a program receiving assistance under the Job Training Partnership Act, Workforce Investment Act, or under other similar federal, state or local laws;
  - e. At least one student is a single parent with a child(ren) and this parent is not a dependent of another individual and the child(ren) is/are not dependents of someone other than the other (or absent) parent; or
  - f. At least one student is married and entitled to file a joint tax return.

Being eligible is not an entitlement to housing. The resident selection criteria is used to demonstrate the applicant's suitability as a resident using verified information based on past behavior to document the applicant's ability, either alone or with assistance, to comply with essential lease provisions and any other rules governing tenancy.

The applicant's final eligibility will be determined based on past credit, occupancy, and other history and practices related to tenancy and not on any attribute or behavior which may be imputed to a particular group or category of persons of which an applicant may be a member.

#### **IV. WAITING LIST PROCEDURE**

##### **When Applications Will Be Accepted**

- 1) Applications will be accepted during office hours. Applications will not be considered accepted until they are presented to the property manager. All applications will be date and time stamped and will be added to the wait list in the order accepted. Applicants will be added to wait lists by bedroom size, preferences, and need for a barrier free unit. Applications are available from the community manager during office hours, on the wodagroup.com website, and in boxes outside the rental office for the convenience of our applicants when the office is closed. Applications will be processed from the waiting list for housing on a first come, first served basis.

##### **Internal Waiting List**

- 1) If an existing resident has a change in circumstances that necessitates a move to a different unit size or a unit with accessible or adaptable features, they will be placed on an internal wait list and given priority for the next available unit. If a grant or program preference does not allow for the internal assignment of a designated unit, that unit will be assigned to applicants who are processed from the preference wait list.
- 2) Existing residents who qualify for a different rent restriction, and if within the Property the units “float,” meaning the restrictions can be moved between units, the resident will be given a restriction swap if the swap is approved by the Management Agent’s Program compliance team. Unit swaps cannot be completed by the on-site community manager.

#### Application Fees

\_\_\_\_\_ No application fee is charged for the Property

X An application fee of \$15.00 is charged per applicant for the Property. The application fee does not exceed the actual cost to the Property of the credit report, landlord reference checks, and criminal history report.

#### Choosing Rental Housing Size

- 1) When it has been determined that an applicant is to be added to the waiting list, the head of household must declare the size of rental housing desired. An applicant may qualify for more than one size rental unit. The Property will not dictate the size of rental unit requested. The Property’s maximum occupancy guidelines are:
  - a. Two (2) persons per bedroom depending upon the size of the housing being applied for and subject to applicable housing, health, and safety codes.
  - b. It is assumed (unless otherwise documented) that persons with an established relationship as necessary to qualify as a family, (see Qualifying for Admission, in this document) may share a bedroom. Management standards such as those described below will **not** be used to mandate the assignment of particular size rental housing:
    - 1) Children of opposite sexes;
    - 2) Children whose age is more than five years apart; or
    - 3) Adult children, i.e., over children over the age of eighteen

#### Change in Preferences Status While on the Waiting List

- 1) Occasionally families on the waiting list who did not qualify for a Preference (as detailed in Section VI, below) when they applied will experience a change in circumstances that qualifies them for a Preference. In such cases, it will be the applicant’s duty to contact the Property so that their change in status may be verified to reflect the new or changed Preference.

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

- 1) In the event there has been no rental housing turnover, the Property staff will update the waiting list every six (6) months. The Property will not remove any applicant’s name from the waiting list unless:
  - a. The applicant requests that their name be removed; or
  - b. The applicant was clearly advised in writing of the requirement to inform the Property of his/her continued interest in a rental unit and did not do so; or

- c. The Property made a reasonable effort to contact the applicant to determine if there is continued interest in housing but has been unsuccessful; or
- d. The Property has notified the applicant of its intention to remove the applicant's name because the applicant is no longer qualified.

As applicants approach the top of the waiting list, they will be contacted to update their applications. If several applications are being processed in anticipation of upcoming vacancies, the applicants will be informed of their place in line for an upcoming unit or units.

## **V. PREFERENCES AND RESIDENT SELECTION**

It is the Property's policy that a preference does not guarantee admission. Every applicant must meet the Property's Resident Selection Standards before being accepted as a resident.

Preferences will be granted to applicants who are otherwise eligible and who, at the time, are certified for admission and satisfy the definition requirements of the preferences described below.

Restrictions for this property are:

**21% (06 units) affordable at 30% AMGI**

**21% (10 units) affordable at 40% AMGI**

**16% (06 units) affordable at 50% AMGI**

**32% (12 units) affordable at 60% AMGI**

**11% (4 units) affordable at Market Rate**

### **Preferences for Admission**

- 1) Preferences for occupancy shall be granted to applicants whose circumstances at the time of certification comply with special program requirements. Applicants with grant funding or Property specific population preferences must be admitted before applicants without any special preferences except when there are no applicants available under the terms of the preferences. Verification shall be in accordance with guidelines established in the Program regulations.

### **Funding Preferences for Admission**

- 1) Preferences for admission shall be granted to applicants whose circumstances at the time of certification comply with Program requirements.

- 2) Applicants with grant funding or Property specific population preferences must be admitted before applicants without grant funding or Property specific population preferences except when there are no applicants with grant funding or Property specific funding preferences. Eligibility for grant funding or Property specific program preferences shall be verified in accordance with guidelines set forth elsewhere in this document.

#### Preferences for Accessible or Adaptable Rental Housing

- 1) For rental units accessible to or adaptable for persons with mobility, visual, or hearing impairments, households containing at least one person with such an impairment will have first priority (as applicable for particular rental unit features). NOTE: Current residents in good standing requiring accessible/adaptable rental housing shall be given priority over applicants requiring the same type of rental housing. Where there are no such applicants or current residents, management reserves the right to hold such rental housing available while outreach efforts are in process to obtain applicants with need for such rental units. If non-handicapped persons are moved into rental units designed to meet special needs, they shall do so only after signing a lease addendum agreeing to move to a rental housing with no such design features should an applicant or current resident require an accessible rental unit of the type currently occupied by the non-handicapped person.
- 2) Applicants will be given specific income limit information as well as preference information when they contact the on- site rental office to inquire about available housing. Applicants are encouraged to submit applications and income verification information in order to be certain that they qualify.
- 3) If a unit becomes available that carries a rent restriction or income restriction that can be swapped with another unit in order to qualify a resident who, under the new restriction, would qualify, the Management Agent's compliance specialist will make the change to accommodate the resident or applicant. Under no circumstances will a site level manager be permitted to change the status of a unit. This unit status swap only applies to units that float under Program guidelines.

## **VI. VERIFICATION REQUIREMENTS**

The Property shall obtain verification in compliance with requirements set forth in Exhibit 3-2, Acceptable Forms of Verification, of the HUD Handbook 4350.3, as well as any state housing agency required forms. No decision to accept or reject an applicant shall be made until all verifications pertinent to the application form have been collected and any necessary follow-up interview or inquiry has been performed.

#### Interviews and Verification Process

The following items will be verified to determine eligibility and suitability for occupancy at the Property based on information supplied by the applicant on a checklist and application:

- 1) Program specific eligibility information;
- 2) Annual income;
- 3) Assets and asset income;
- 4) Program preferences;
- 5) Social Security Numbers, and birth certificates of all family members;
- 6) Verification of immigration status;

- 7) Photo ID for anyone over the age of 18;
- 8) Student status;
- 9) Credit report supplied by RentGrow, Inc.;
- 10) Criminal background check supplied by RentGrow, Inc. through a national database; and
- 11) National Sex Offender Registry search supplied by RentGrow, Inc..

All the above information must be documented, and appropriate verification forms or letters received and placed in the applicants' or residents' file.

Income, assets, family composition, and other Program parameters used to determine eligibility will be computed in accordance with the definitions and procedures established in Federal law and set forth in the applicable HUD and state housing finance agency regulations.

#### Period for Income Eligibility Verification

- 1) Only verified income and asset information that is less than 120 days old may be used for certification. Verified information not subject to change (such as a person's date of birth) need not be re-verified. Information obtained which is subject to change, and for which verifications are more than 120 days old, must be re-verified if needed.
- 2) Management Agent staff will be the final judge of the credibility of any verification submitted by an applicant. If staff considers documentation to be doubtful, it will be further evaluated by senior staff members to determine its acceptability. Staff will continue to pursue credible documentation until it is obtained or the applicant is rejected for failing to produce it.

#### Attempted Fraud

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

- 1) Income, assets, family composition;
- 2) Social Security Numbers;
- 3) Preferences;
- 4) Previous credit history;
- 5) Previous landlord history; or
- 6) Previous criminal history.

Unwitting or immaterial errors that do not secure an advantage with regard to program eligibility, preference, or rent will not be used as a basis to reject applicants.

- 1) Projections of annual income shall be based on the best available information. Factors considered will include current income rate, effective date of any changes in income, and any anticipated changes in income. These factors will apply to each income recipient in the family group.
- 2) The income of irregular workers will be estimated on the basis of the best information available, considering earning ability, work history, and annual tax returns where available.
- 3) Overtime income will be computed in accordance with verification obtained from the applicant's employer.



- 4) When a resident or applicant reports zero income, the manager will note cash expenditures such as car, telephone, utilities, and/or other evidence of cash expenditures. The applicant or resident will be asked to explain the source of income supporting such expenditures on a zero income self-certification form.
- 5) Income is the most important factor in determining an applicant's eligibility. The Property has established methods of verifying income, which include:
  - a. Written third-party verification (with an appropriated release) through an employer or public agency.
  - b. Review and copies of documentation provided by the applicant such as:
    - \* Social security award letters;
    - \* Pay stubs;
    - \* Income tax forms;
    - \* W-2 forms, or 1099's; and/or
    - \* Investment, annuity or retirement account statements
  - c. In the absence of any of the above, notarized self-affidavits from the applicants describing the amount and type of income may be acceptable documentation.

## **VII. VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT AND STALKING (All Units):**

Existing Federal or state laws may prohibit a landlord from denying occupancy to a person simply because she/he has been a victim of domestic violence, dating violence, sexual assault or stalking. If a person is a victim of domestic violence, dating violence, sexual assault or stalking, it might not be good cause for evicting the victim of that violence. A landlord, however, may be able to evict an individual based on the domestic violence against her/him if it can be proven there is an "actual and imminent threat" to other Property tenants or staff, if she/he is not evicted. In addition, an individual cannot be denied a housing voucher simply because she/he has been a victim of domestic violence, dating violence, sexual assault or stalking, nor can the landlord evict her/him for this reason, unless the landlord can show that there is an "actual and imminent threat" to the other tenants or staff if she/he is not evicted. If the Property has certain types of federal funding, the laws might protect victims of domestic violence, dating violence, sexual assault or stalking, as well as their immediate family members generally, from being evicted or being denied housing assistance if an incident of violence is reported and confirmed. The law might provide that an incident of actual or threatened domestic violence, dating violence, sexual assault or stalking, does not qualify as a serious or repeated violation of the lease nor does it constitute good cause for terminating the assistance, tenancy, or occupancy rights of the victim. Furthermore, criminal activity directly relating to domestic violence, dating violence, or sexual assault is not grounds for terminating the victim's tenancy. The Property and the Management Agent may divide or bifurcate a lease as a matter of law in order to evict, remove, or terminate the assistance of the offender while allowing the victim, who is a tenant or lawful occupant, to remain in the unit.

- A. A tenant may notify the landlord that she/he is a victim and intends to terminate their tenancy. A notice to terminate a tenancy under the law shall be in writing, with one of the following attached to the notice:
  1. a copy of a temporary restraining order or a lawfully-issued emergency

protective order that protects the tenant or household member from further domestic violence, dating violence, sexual assault or stalking;

2. a copy of a written report by a peace officer employed by a state or local law enforcement agency acting in his/her official capacity, stating that the tenant or household member has filed a report alleging that she/he or the household member is a victim of domestic violence, dating violence, sexual assault or stalking; and/or

3. other written documentation from a qualified third-party of the acts constituting domestic violence, dating violence, sexual assault or stalking. The notice to terminate the tenancy shall be given within 60 days of the date that any order described above was made, or with the time period described in a Family/Penal/Code of Civil Procedure Section(s). If the notice to terminate the tenancy is provided to the landlord under this Section, the tenant shall be responsible for payment of rent for 30 days following the giving of the notice, or within the appropriate period as described in the Family/Penal Code of Civil Section(s), and thereafter shall be released from any rent payment obligation under the rental agreement without penalty. Existing law governing the security deposit shall apply.

- B. The landlord might be required to change the locks, as defined, within 24 hours of a written request, as specified, when the restrained person is not a tenant of the same dwelling unit. The restrained person who has been excluded from a dwelling unit might remain liable under the lease with all other tenants of the

dwelling unit for rent as provided by the lease. The landlord, under specified circumstances, might also be required to change the locks when the restrained person is a tenant of the same dwelling unit.

If the landlord does not change the locks within 24 hours, the protected tenant might be able to change the locks without the landlord's permission.

- C. **Definitions** – The following definitions are provided as assistance in understanding and implementing the Violence Against Women Act (VAWA) protections. The definitions for domestic violence, dating violence, sexual assault, or stalking and immediate family member have been incorporated into the United States Housing Act.

**Domestic Violence** includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

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

**Sexual Assault** means any proscribed by chapter 109A of Title 18, whether or not the conduct occurs in the special maritime and territorial jurisdiction of the United States or in a Federal prison and includes both assaults committed by offenders who are strangers to the victim and assaults committed by offenders who are known or related by blood or marriage to the victim.

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

**Affiliated Individual** means, with respect to a person: (a) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands

in the place of a parent to a child (for example, the affiliated person is a child in the care, custody, or control of that individual); or (B) any individual, tenant, or lawful occupant living in the household of that person.

**Bifurcate means** to divide a lease as a matter of law so that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

#### D. Confidentiality of Information Received from Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking

Owners must provide tenants the option to complete the Certification of Domestic Violence, Dating Violence or Stalking, form HUD – 91066, or, in lieu of the certification form or in addition to it, owners may accept a federal, state, tribal, territorial, or local police record or court record, or documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional from whom the victim has sought assistance in addressing domestic violence, or the effects of the abuse.

It is possible for someone lawfully occupying the unit, who is also a victim, to be evicted or removed from the home. If the victim commits separate criminal activity, a landlord may evict them for engaging in crime. Furthermore, if a victim poses an actual and imminent threat to other tenants or those employed at or providing service to the property, they may be evicted, despite domestic law protections. However, under no circumstances may the landlord hold a victim to a more demanding standard than other tenants.

### VIII. **APPLICANT SCREENING**

#### The Applicant Screening Policy:

All applicants for tax credit housing will be screened according to the criteria set forth in this Resident Selection Plan. These criteria, which are based on those set forth in the applicable State Housing Finance Agency compliance guidelines, HUD Handbook 4350.3 and the Woda Management & Real Estate, LLC Policy and Procedure Manual, include the following considerations;

- 1) Meeting the maximum and minimum income criteria;
- 2) Household size meets occupancy standards for the available unit;
- 3) Past performance in meeting financial obligations;
- 4) A record of disturbance of neighbors, destruction of property, living or housekeeping habits at prior residence, which may adversely affect the health, safety or welfare of other residents, or cause damage to the rental housing or development;
- 5) A record of eviction from housing or termination from residential programs;
- 6) An applicant's ability and willingness to comply with the terms of the Property's lease;
- 7) An applicant's misrepresentation of any information related to eligibility, award of preference for admission, family composition, or rent;

- 8) Involvement in criminal activity by any applicant family member which would reasonably be expected to have a detrimental effect on other tenants, the environment of the apartment community, or the employees working at the Property; or
- 9) If any household members is on the state sex offender registry that applicant will be denied.

#### Credit Reports

The Property will run a credit report on all applicants through RentGrow, Inc. who pulls from credit reporting agencies. The RentGrow, Inc. report will give records of collection accounts or judgments against the applicant. If the credit report reveals information upon which the applicant is rejected for housing, an Adverse Action letter is sent identifying the contact information for RentGrow, Inc. in order to appeal or correct reported information. The purpose of this report is to obtain information on the applicant's history of meeting financial obligations and future ability to make timely rent payments and utility payments. Credit reports will be used to screen based on the following criteria:

- 1) Student loans, medical expenses, or non-recurring collection accounts may be disregarded subject to a satisfactory explanation and supporting documentation.
- 2) A home foreclosure may be disregarded subject to a satisfactory explanation and supporting documentation.
- 3) An applicant with bankruptcy on their credit report must show proof of discharge for Chapter 7 and proof of confirmation for Chapter 13, as well as a satisfactory explanation and supporting documentation that provides reasonable evidence that the bankruptcy was due to a non-recurring cause and was unavoidable.
- 4) Unpaid rent to former landlords and public housing authorities are an automatic denial unless paid in full or a payment arrangement is made that is verified by and satisfactory to the landlord or the public housing authority.
- 5) Unpaid utility company charges will require proof that payment or a payment agreement that is satisfactory to the utility provider has been made and that the applicant is able to qualify for utility services in their name at the Property.
- 6) Applicants participating in programs or receiving assistance that will provide the landlord with the ability to timely and without legal action recover any economic losses will be considered to have passed the credit screening.

#### Landlord References

Woda Management & Real Estate, LLC (WMRE) will run a credit report that will contain reported landlord information. In addition, WMRE will request and obtain a 5 year landlord history from previous landlords and will review the following information:

- 1) Eviction from housing or termination from residential programs within the past 5 years will be grounds for rejection. Five years of positive rental history, at a minimum, since the date of a past eviction will be considered for approval.
- 2) Outstanding balances owed to a landlord within the past 5 years will be grounds for rejection.
- 3) If the applicant is participating in a program that provides assistance and/or will cover any economic losses to the landlord, the applicant's unpaid rent or money owed to a landlord may be disregarded.
- 4) A history of causing excessive damage to a prior landlord's property, up to and including forfeiture of security deposit to pay for damages, within the past 5 years will be grounds for rejection.

- 5) A history of not fulfilling the terms or length of lease agreements within the past 5 years will be grounds for rejection.
- 6) A history of excessive violations of a lease agreement within the past 5 years will be grounds for rejection.

#### Criminal Background Checks:

The property will run an RentGrow, Inc. report that will pull criminal from a national database regardless of address history given by the applicant.

The report will be reviewed and any applicant whose criminal history poses a risk to other residents of the Property or Management Agent's employees at the Property will be recommended for rejection. If the Management Agent's Regional Vice President responsible for the Property agrees with the recommendation to deny occupancy, the recommended rejection will be reviewed by the Management Agent's Criminal Review Committee. The Committee may accept the recommendation, request additional information, or override the recommendation and approve the applicant for occupancy. Registered sex offenders will be denied occupancy. Mitigating circumstances taken into account will include time since conviction, job history, counselor or probation officer statements, and prior landlord references. Applicants will be permitted at least three (3) business days to provide evidence of mitigation circumstances.

#### Obtaining Applicant Releases:

When applicants are interviewed prior to the eligibility and preference determination, all adult applicants will be required to execute an Authorization for Release of Information Form.

#### Explaining the Screening Process:

Applicants will be told what the Property's applicant selection policy is and what aspects of their background will be checked. This Selection Plan will be made available to all applicants. Any applicant may voluntarily withdraw his or her application based on the screening process at his or her sole discretion.

### **IX. REASONABLE ACCOMODATIONS**

It is illegal to reject an applicant because he or she has a handicap or disability, or for reasons that could be overcome by the Property making a reasonable accommodation of the applicant's disability or handicap. If, even with reasonable accommodation, applicants with disabilities or handicaps cannot meet essential program requirements, it is permissible to reject them. Such insurmountable problems might arise because of behavior or performance in past housing, inability to comply with the terms of the Property's lease, or needed services from the Property staff that represents an alteration in the fundamental nature of the Property's program.

There are three possible stages of processing the application of a person with disabilities under Part 813 and 504 Regulations.

1) Stage 1: Eligibility Review

- a. The first stage of processing is the determination of program eligibility. At this point it is necessary to document that the applicant or one member of the applicant's family applying for housing in a community designated as an age restricted community meets the Property's criteria
- b. Student status will be evaluated based on Section II.

2) Stage 2: Applying the Applicant Selection Criteria

- a. The second stage of processing is applying the applicant selection criteria contained in this Tenant Selection Plan. Neither mitigating circumstances nor reasonable accommodations will be issued for any applicant who does not pass the applicant selection criteria. Thus, an applicant who happens to have a disability or handicap but was able to demonstrate a history of meeting financial obligations, caring for a rental housing, avoiding disturbing neighbors and destroying property, refraining from criminal behavior, and complying with the Property's lease, will be recommended for approval with no further reference to or consideration of any disability or handicap.

3) Stage 3: Seeking Mitigating Circumstances or Reasonable Accommodation

- a. The third step in processing would only come into play if an applicant could not meet one or more of the applicant selection criteria. At this point, applicants with disabilities or handicaps are entitled to consideration to accommodate their special needs in addition to those afforded to all other applicants.
- b. Staff should hold a second interview with any applicant known to have a disability or handicap who cannot meet one or more of the applicant screening criteria. The purpose of this interview is to determine whether it is possible to admit applicant through consideration of mitigating circumstances or by applying a reasonable accommodation.
- c. Mitigating circumstances would be facts (that can be verified) that would overcome or outweigh information already gathered in the resident screening process. For example, if an applicant's previous history of disturbing neighbors was very poor, but recent behavior was much improved, the Property could consider this a mitigating circumstance. Property staff must document the improvement if the file contained only data about the former consideration or mitigating circumstances before having their application finally rejected. They shall be advised of the right to such consideration in the Rejection Notice and given an opportunity to verify any mitigating circumstances pertaining to their rental histories.
- d. If the evidence of mitigating circumstance presented by the applicant relates to a change in medical condition or course of treatment, the Property shall have the right to refer such information to persons to evaluate the evidence and verify the mitigating circumstance.
- e. Screening personnel must keep in mind that an applicant with a handicap or disability who may, for example, be unable to care for a current apartment alone, may still qualify as able to comply with the lease if he or she can

demonstrate that assistance with caring for the rental housing has been secured. Such assistance could be in the form of a live-in aide, or it could be a friend, family member, chore service, or employee of the applicant. An applicant will be accepted if reasonable evidence is provided that the applicant will meet the screening criteria with assistance.

- f. If the applicant has a disability and needs a reasonable accommodation in order to participate in the application process or to make effective use of the housing program, they have the right to request such an accommodation. If some form of assistance is needed to enable an applicant to comply fully with the lease terms, screening staff should obtain verification that such assistance is available to the applicant. No reasonable accommodation shall be offered prior to receipt of positive verification of assistance.
- g. If no mitigating circumstances exist that satisfy the Property's applicant selection criteria, the Property must consider reasonable accommodation that the Property could make to eliminate barriers to house the applicant. Reasonable accommodations may take the form of adjustment of policies, practices, and services, where such adjustments offer an acceptable prospect of successful tenancy. For reasonable accommodations necessary and justified by verified circumstances, management may perform structural modifications to housing or non-housing facilities. Such structural modifications may occur in support of mitigating circumstances, reasonable accommodation, or entirely on their own merit. Structural modifications shall be performed only after having determined that the applicant is a qualified individual with handicaps (passes screening and is eligible). An example of a reasonable accommodation might be approving an applicant for a larger rental housing (waiving the rental housing occupancy standards) to permit occupancy by a tenant who otherwise could not live at the Property.
- h. To be considered reasonable, accommodations must not cause undue financial or administrative burden on the Owner, or fundamentally alter the nature of the Property or its operations. If a service is necessary for compliance with the lease, the Property cannot be required to provide it to an applicant with a disability or handicap if it is not provided to other residents, but the Property must consider admitting that applicant if he or she can document that the service will be provided by others at no cost to the Property.
- i. Any applicant with a disability or handicap who cannot meet the applicant screening criteria, taking into account possible mitigating circumstances, reasonable accommodation by the Property, or service needed for lease compliance verified to be provided to the applicant by others, must be rejected.

#### Assist Animals

An assist animal will not be considered a "pet." If an applicant or resident requests permission for an assist animal to be housed within their rental housing, the Property will



not use this as justification for rejection of the application or eviction of a tenant. Allowing such an animal will be considered a reasonable accommodation. However, the applicant or resident must provide third party documentation of need. Residents with assist animals must abide by all rules as set forth in the Pet Policy Agreement. No additional security deposit will be required for an assist animal, however, the resident will be held responsible for any damages caused by the assist animal.

#### **X. REJECTION OF INELIGIBLE OR UNQUALIFIED APPLICANTS**

Applicants who do not pass the eligibility or screening criteria will be sent a rejection letter. Should an applicant want to appeal the rejection, they must follow the steps as outlined under the specific areas of Credit, Landlord and/or Criminal Screening under Section VIII in this Tenant Selection plan.

#### **XI. ACCEPTANCE AND MOVE-IN OF ELIGIBLE AND QUALIFIED APPLICANTS**

##### Determining of Rent and Security Deposit:

The security deposit and monthly rent amounts will be determined in accordance with the Program and state law.

##### Offering Rental Housing

When rental housing becomes available for occupancy, it will be offered to the household at the top of the Waiting List for that rental housing type. If the household cannot be contacted within four business days, the offer will be canceled, and the rental housing will be offered to the next household on the Waiting List. In that event, the first household will be sent a letter requesting confirmation of its interest in remaining on the Waiting List. If the household replies affirmatively, their application will be placed back on the top of the waiting list. If the applicant wishes to cancel their application or if there is no reply within four business days, the application will be removed from the waiting list and denied.

##### Move-In Process

1. All adult members of the household will sign the lease and related documents;
2. The applicant and Management Agent will inspect the rental housing unit, and will sign the move-in inspection form;
3. The applicant will provide verification that all applicable utilities have or will be transferred into the applicant's name, (if applicable);
4. The applicant will pay the security deposit (and pet deposit, if applicable);
5. The applicant will pay the rent for the first month or partial month of occupancy, as set forth in the lease;
6. The applicant will be given a copy of the lease, the move-in inspection form, house rules, and other lease addenda after a complete review of the documents with the Management Agent;
7. Keys to the rental housing unit will be issued to the household; and

8. A complete orientation of the property amenities and the rental housing unit will be given to the applicant including instruction on operating the appliances and systems in the housing rental unit.

Failure to Move-In on Time

Because unit vacancies cause a considerable financial burden on the Property, any household that fails to move in on the agreed date will be subject to decline, and the rental housing may be offered to the next household on the Waiting List.