



## Resident Selection Plan

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## **I. PURPOSE AND GENERAL PROVISIONS**

The RESIDENT SELECTION PLAN (the Plan) describes relevant policies and procedures for the selection of residents pursuant to applicable laws, policies and regulations. However, the Plan may not include all of the policies and procedures affecting the selection of residents and where the specific affordable housing program contains rules or regulations that conflict with the provisions herein, the program's rules and regulations shall govern. The Plan is designed to promote fairness and uniformity in the selection of Residents and to preclude the admission of Applicants whose habits and practices may reasonably be expected to have a detrimental effect on the Residents', staff or property environment.

### **Non-discrimination**

It is our policy to promote equal housing opportunity and to establish practices that do not subject any person to discrimination, including discrimination based on race, color, religion, sex, disability, familial status, national origin, sexual orientation, gender identity, marital status, or other basis prohibited by local, state or federal law.

### **Limited English Proficiency**

Limited English Proficient (LEP) persons are persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English and may be entitled to language assistance. It is our policy to ensure that LEP persons have reasonable and meaningful access to all services.

### **Reasonable Accommodations/Modifications**

In accordance with Fair Housing Laws, the Agent encourages Applicants and Residents with disabilities to request reasonable accommodations and modifications if such an accommodation is necessary to afford an individual with a disability equal use and enjoyment of an apartment, including public and common area spaces.

### **Violence Against Women and Justice Department Reauthorization Act (VAWA)**

VAWA protects 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. Agent, responding to an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking that could potentially have an impact on a resident's participation in the housing program, may request that an individual complete, sign and submit the HUD certification form within 14 business days of the request. Alternatively, in lieu of the certification form or in addition to it, Agent may accept (i) a federal, state, tribal, territorial, or local police record or court record or (ii) documentation signed and attested to by a professional (employee, volunteer of a victim service provider, an attorney, medical personnel, etc.) from whom the victim has sought assistance.

### **Unacceptable Behavior During Application Process**

Any Applicant that is threatening, abusive in language or actions, or is belligerent to management staff, Residents or guests during application will not be considered for acceptance to the Community.



## II. ELIGIBILITY REQUIREMENTS

Applicants who apply for admission to the Community must meet the eligibility requirements set forth herein before any further screening steps are taken regarding the selection criteria. These eligibility requirements cannot be waived, nor are they subject to mitigating circumstances. An Applicant for admission must meet all statutory eligibility requirements for admission to the housing program(s) that govern that apartment.

### A. Eligibility Preference

There is an eligibility preference for qualified applicants on the Housing Authority of Baltimore City waiting list.

### B. Apartment Set Aside

- There are eight (8) apartments (5 one-bedroom, and 3 two-bedroom) that are set aside for persons with disabilities which fall under the HUD Section 811 Program. Referrals for these apartments will come from the Maryland Department of Disabilities (MDOD). For more information, please refer to the Resident Selection Plan for Section 811 Project Rental Assistance Program, available upon request.
- There are three (3) apartments (all one-bedroom) that are set aside for persons with disabilities which fall under the Weinberg Foundation set at 15% - 30% Area Median Income (AMI). Referrals for these apartments will come from the Maryland Department of Disabilities (MDOD) or the Maryland Department of Health (MDH).
- There are twelve (12) apartments set aside for Veterans. Referrals for these apartments will come from an outside agency.

### C. Income Eligibility

1. The Applicant must be income eligible. An income eligible household is a household whose annual income does not exceed the applicable household income limit for the household size in the area as published periodically by HUD. The Applicant must meet the income limits of Section 42 of the Code in accordance with the Tax Credit Regulatory Agreement. The Agent will seek third party verification in conformance with the Tax Credit Regulatory Agreement and IRS requirements. This may include tax returns.
2. An Applicant must: (i) meet all income requirements; (ii) otherwise comply with all requirements of the Tax Credit Program, and HUD Section 811 Program as applicable; and (iii) satisfy the screening standards as set out in the Plan.
3. This community has 58 apartments. 56 units fall under the Tax Credit Program, of which the following designations apply: 36 apartments at 30% Area Median Income (AMI), 20 apartments at 40% AMI. There are 2 apartments that do not fall under the Tax Credit Program that are set-aside for employees and are non-income generating, units 243 (1BR) and 438 (2BR).
4. Maximum income limits will be based on the published HUD income limits.
5. The following minimum income limits apply:
  - a. Total household income must be at least two and a half (2.5) times the monthly rent.
  - b. Minimum income limits do not apply to Applicants with rental assistance.

### D. Age Requirement

This community does not have an age requirement. The head and co-head of the Applicant household must have the ability to enter into a legally binding contract as provided by the state and local laws with respect to contracts for the rental of housing.

### E. Student Eligibility

1. Tax Credit Student Rule: A household that consists entirely of full-time students (as defined in the tax credit Code) is not eligible. However, this exclusion does not prevent an apartment from being occupied by (i) an individual who is (A) student and receiving assistance under Title IV of the Social Security Act, or (B) enrolled in a job training program receiving assistance under the



Workforce Investment Act or under similar Federal, State, or Local Laws, or (ii) entirely full-time students if such students are (A) single parents and their children are not dependents of another individual, or (B) married, including legally married same sex couples, and are entitled to file a joint Federal income tax return, or (C) were previously under the care and placement responsibility of a foster care program.

2. HOME/HUD Student Rule – Applicable to HUD Section 811: The student must be 24 years of age or older to qualify, or meet one of the following exceptions: If under 24 years of age, the student may qualify as an independent student if the student is:

- an orphan, in foster care, or a ward of the court; or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age or older;
- the individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by court of competent jurisdiction, in the individual's State of legal residence;
- the individual is a veteran of the Armed Forces (as defined in subsection (c)(1) of HEA) or is currently serving on active duty for other than training purposes;
- the individual is a graduate or professional student;
- the individual is married;
- the individual has legal dependents other than a spouse;
- the individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth, or as unaccompanied, at risk of homelessness, and self-supporting;
- the individual is a student for whom financial aid administrator makes documented determination of independence by reason of other unusual circumstances;
- the individual is disabled and receiving Section 8 as of 11/30/2005;
- the individual is living with his/her parents who are receiving section 8 assistance;
- the individual is individually eligible to receive section 8 assistance AND has parents (individually or jointly) who are income eligible to receive section 8 assistance.

\*Student must demonstrate independent status

#### F. Household and Apartment Size Criteria

1. Agent will balance the need to avoid overcrowding with the objective of maximum utilization of space, as per the minimum occupancy standard illustrated below:

Number of BR	Number of BR Type	Accessible/ Adapted Units	HVI Units	HUD Sec 811 Units	Weinberg Units	Employee Units	Number of Persons Minimum	Number of Persons Maximum
1	21	(3): units 203, 303, 403	(2): units 139, 143	(5): units 143, 203, 303, 341, 403	(3): units 141, 305, 441	(1): unit 243	1	2
2	19	(4): units 140, 240, 340. 440	(2): units 202, 244	(3): units 240, 340, 440		(1): unit 438	2	4
3	18	(3): units 204, 304, 404	(1): unit 107				3	6
<b>Total</b>	<b>58</b>	<b>10</b>	<b>5</b>	<b>8</b>	<b>3</b>	<b>2</b>		

2. The Applicant household may select any apartment size for which the household qualifies. For the purpose of determining apartment size at move-in, Agent will count all full time members of



the household, all children anticipated to reside in the apartment, live-in aides, deployed members of the military, and children who are away at school but live with the household during school recesses. Agent will not provide additional bedroom space for permanently institutionalized household members, or visitors.

3. Elderly or disabled households may occupy an apartment with an additional bedroom in the event that such bedroom is needed either for a live-in aide or for medical reasons. Written, medical verification from the qualified 3<sup>rd</sup> party must be provided documenting the need for the live-in aide or the medical reasons for the extra bedroom. The existence of a live-in aide must be reported to and approved by the Agent. All live-in aides must be screened for criminal history. Each live-in aide must sign an agreement and must abide by all Community rules. Live-in aides are not considered to be remaining members of a resident household, and therefore must move upon resident household vacating the apartment. This provision is applicable for both admission and continued occupancy.
4. In accordance with the Fair Housing Act and Section 504 of the Rehabilitation Act, the 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.

**G. Other Eligibility Qualifications.**

1. The head and co-head of the Applicant household must have the ability to enter into a legally binding contract as provided by the state and local laws with respect to contracts for the rental of housing. If no one in the household can enter into a legally binding contract, the application will be rejected.
2. Rental assistance cannot be duplicated. A Resident cannot have project based rental assistance and Resident based rental assistance.
3. The apartment applied for by the Applicant must be the Applicant's primary residence.
4. The Applicant(s) must fill out an application. If Applicant is unable to complete the application due to a medical or other reason, this must be communicated to the Agent so that appropriate steps can be taken to ensure all persons interested in applying for an apartment are able to do so.

**III. SCREENING CRITERIA**

In making any determination with respect to an Applicant for admission, the Agent shall not reject such Applicant unless a preponderance of the information available demonstrates that such Applicant, if admitted, would be likely to interfere with other Residents in such a manner as to diminish their enjoyment of the Community, adversely affecting their health, safety or welfare, or the physical environment. All Applicants will be screened through an electronic, non-discriminatory credit and qualification system. The Agent will enter the Applicant's information into a third-party Resident screening software system in order to determine compliance with credit, criminal and sex offender status requirements in an objective manner. Applicants screened receiving a "Decline" would render the Applicant ineligible. Relevant information respecting habits or practices to be considered for each Applicant in making such determinations is as follows:

- A. Criminal history and Drug Abuse
- B. Record of being a lifetime registered sex offender
- C. Credit history and financial standing
- D. Landlord Reference
- E. Mitigating Circumstance

**A. Criminal History and Drug Abuse**



Admission is prohibited if any member of the household who has a history of crimes which would threaten the health and safety of the Community; if any member was evicted in the last three (3) years from federally assisted housing for drug-related criminal activity; if any member is currently engaged in illegal use of drugs; if there is reasonable cause to believe that behavior from abuse of alcohol and/or illegal drugs may interfere with health, safety, right to peaceful enjoyment of other residents, unless Agent determines that mitigating circumstances exist. A criminal background check will be completed, as allowable by law, on all adult Applicants.

1. Agent will conduct a criminal background screening including sex offender screening on each adult member of an applicant household. An adult means a person 18 or older or a person convicted of a crime as an adult under federal, state, or tribal law. We will also conduct a criminal screening on a Live In Aide ("LIA").
2. Evidence that an applicant, family member or LIA is (a) subject to a registration requirement under a state sex offender registration program or (b) has been convicted of any other felony or misdemeanor within the look-back periods listed in Table 1 below constitutes a Disqualifying Criminal Record (as defined below) and may disqualify the applicant and/or its family from housing.
3. If agent identifies Disqualifying Criminal Records with respect to any adult member of an applicant household, agent will conduct an individualized assessment and inform the applicant of that Disqualifying Criminal Record by letter (the "Notification Letter"). The Notification Letter will identify the disqualifying criminal record.
4. The Notification Letter will inform the applicant that (a) he/she may present verifiable written evidence of mitigating circumstances, and (b) in the absence of any such evidence of mitigating circumstances, the application may be denied. Examples of allowed mitigating circumstances are presented in "Mitigating Circumstances," below (including Table 2).
5. The Notification Letter will describe the procedure for the applicant to offer any evidence of mitigating circumstances and that the response must be received by us within a specified period.
6. Agent will consider any written reliable evidence of mitigating circumstances presented by an applicant within the time period stated in the Notification Letter. In considering that evidence, we may decide
  - a. The evidence of mitigating circumstances is reliable and sufficient to show that the applicant or its family members are suitable for housing or
  - b. The evidence of mitigating circumstances is not reliable and/or is not sufficient to show that the applicant or its family members are suitable for housing (a "Negative Decision").
7. If no response is received within the time period stated in the Notification Letter, agent will issue a notice of denial. If a Negative Decision is made, agent will issue a notice of denial to the applicant, which will state the specific reason for denial, enclose any information we used to make that determination and inform the applicant that he or she may request an informal hearing to contest the decision pursuant to the "Appeal of Rejection" section below.

#### Disqualifying Criminal Records

- Agent will deny admission to a household if a member is subject to a registration requirement under a state sex offender registration program. Only evidence of factual error will be considered as mitigating circumstances.
- Agent will deny admission to a household if a member has been convicted of manufacturing or distributing of a controlled substance. Only evidence of factual error will be considered as mitigating circumstances.
- If the applicant's past criminal activity was proven to be the consequence of acts of domestic violence, dating violence, or stalking against him or her, we will not deny admission.



- Table 1 below indicates the look-back periods only and is not an automatic disqualifying factor. Any applicant with a criminal record within the look-back periods will have an individual assessment, in which the applicant can present mitigating circumstances including, but not limited to, the mitigating circumstances indicated in Table 2.

**Table 1**

<b>Type of Criminal Conduct</b>	<b>Look-back periods:</b>	
	<b>Felonies</b>	<b>Misdemeanors</b>
Sex offender registry status	Duration of Registration	Duration of Registration
Offenses related to Homicide, Kidnapping, Forcible sex	20 years	10 years
Drug distribution or manufacture conviction	10 years	5 years
Other Violent or sex related crime conviction	10 years	5 years
Non-violent crimes including drug possession conviction	5 years	1 year
Any arrest for a violent crime, arson, sex offender crime, drug distribution or drug manufacture.	Any arrest within the last 1 Year that has not been adjudicated	

Mitigating Circumstances

The applicant may provide specific evidence that there are mitigating circumstances as indicated below:

**Table 2**

<b>Mitigating Circumstance:</b>	<b>Evidence of registration requirement under state sex offender registration program or evidence of conviction for manufacturing/distributing controlled substance</b>	<b>All other Disqualifying Criminal Records</b>
Factual error in the record (including evidence of mistaking identity)	Allowed	Allowed
Successful completion of a rehabilitation course	Not Allowed	Allowed
Evidence applicant has not violated any rental terms for the last 3 years and that the landlord would re-rent again	Not Allowed	Allowed
Evidence the applicant has been employed for the last 3 years and that the employer would re-hire again	Not Allowed	Allowed

Appeal of Rejection

The applicant may appeal this decision using our grievance procedure.

**B. Record of being a lifetime registered sex offender**

Persons subject to a lifetime sex offender registration requirement are not eligible for residency. If at any point during residency any household member becomes subject to a lifetime sex offender registration requirement and/or if a household member was erroneously admitted and is subject to a lifetime sex offender registration requirement, the specific household member is no longer eligible for residency.

**C. Credit and Financial Standing**

Agent will consider whether the Applicant has a satisfactory history of meeting financial obligations, including timely payment of rent. Outstanding judgments, collections or a history of late payment of bills may be cause for rejection. If Agent rejects an application based upon the report from the third-



party Resident screening software program, the Applicant(s) will be provided with the cause for rejection and given the name of the credit bureau which performed the credit check.

**D. Landlord Reference**

Agent will collect landlord references from last three (3) places of residences or from last five (5) years, whichever is more inclusive. A negative landlord reference will be cause for rejection. In some cases, the lack of landlord reference(s) may not be a standalone reason for rejection; for example, an applicant moving into their first apartment, etc.

**E. Mitigating Circumstances**

In instances where unfavorable information would cause an Applicant household to fail to meet the screening criteria, Applicant may present mitigating information to management for review. Sources of information may include, but are not limited to, the Applicant (by means of interview), landlord, employers, household social workers, parole officers, court records, drug treatment centers, clinics physicians or police departments where warranted by particular circumstances and as allowable by law. Presenting mitigating circumstances does not guarantee admission.

## **IV. APPLICATION PROCESS**

- A. A non-refundable credit and/or background check fee in the amount of \$35 per adult household member and will be collected at time of applicant qualification interview. ***Fee not applicable to applicants participating in the HUD Section 811 Program or Weinberg Foundation.***
- B. When an interested party contacts the Management Office, he/she will be mailed or given an application packet to complete and return to the Rental Office. An individual who may have questions on the completion of this packet may either telephone the manager, or discuss the packet in person.
- C. When a completed application packet is returned to the Rental Office, a Household Number will be assigned. A preliminary review of the information will be completed to determine the following:
  1. Income eligibility.
  2. Whether the Applicant's reported household size can be accommodated by the apartment size mix available at the Community and meets the Occupancy Standards.
  3. Whether the Applicant's household composition meets the definition of "household" as outlined in housing regulations.
  4. Whether the Applicant's household will require the features of a barrier-free or modified apartment.
  5. The income category into which the Applicant falls, and any applicable priority or program preference categories, if any.
- D. Once an Applicant qualifies under the review guidelines, then final determination of eligibility for admission will be made after screening and interviews are conducted, as described below.
- E. If the application is incomplete (e.g. missing forms, missing signatures, missing information, etc.) the packet will be returned to the Applicant with an explanation of the items missing and/or incomplete. Once the packet is complete and returned to the Rental Office, it will be date and time stamped, and will thereafter be reviewed for eligibility.
- F. Each Applicant for admission must submit a completed signed application listing all household members. Adequate procedures are in place to obtain, verify, and protect confidentiality of information with respect to each Applicant. Information relative to the acceptance or rejection of an Applicant on eligibility or suitability grounds, or the grant or denial of any applicable preference, will be documented and placed in the Applicant's file.
- G. Application Selection Procedures.
  1. Applicants for admission will be placed on the appropriate wait list in chronological order based on the basis of the Agent's preliminary determination of income and other eligibility requirements and preference status, if any, based on information provided in the pre-application, subject to



- verification of all information and to satisfaction of screening criteria following submission of full application. Information regarding the availability at the Community, and the policies and procedures regarding the pre-application and selection will be made available upon request.
2. The pre-application form will elicit information regarding household size and composition, and claimed qualification, if any, for an admission preference. Pre-applications will be mailed to Applicants upon request.
  3. The Agent will date and time-stamp any completed pre-application form taken at the site upon receipt.
  4. Applicants will be contacted and invited to complete and sign a full application and sign the necessary release forms in the order of Wait List number. The Agent will then process the application for verification of preference status, if any, and then as to eligibility and suitability in accordance with the eligibility factors and the screening criteria herein. Offers of apartments will be made to Applicants whose full applications are approved in an order and manner which preserves the numerical ranking determined as described above.
  5. An Applicant for admission to an apartment who receives an adverse eligibility or suitability determination, or denial of preference, if any, will be offered an opportunity for informal review, consisting of an opportunity to meet with a person or persons designated by the Agent, other than the person who made the original determination.

#### **H. Wait Lists**

1. If the Agent determines that the then-existing wait list contains an adequate pool of Applicants for apartments of one or more size and type reasonably anticipated to become available for occupancy during a succeeding period of not less than twelve months, the Agent may stop accepting new pre-applications for such apartment size or type with agency approval. The Agent will provide public notice of such stoppage. When the Agent reopens a closed wait list for any apartment size or type, or for any category of Applicants, the Agent will give public notice of such reopening.
2. Wait lists will be updated annually or as needed to ensure that Applicant information is current and that any names that should no longer be on the list are removed.

### **V. ACCESSIBLE APARTMENTS**

- A. Certain apartments are designed for persons with mobility, sight or hearing impairments. These apartments will be designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications.
- B. Preference for occupancy to these apartments will be given to households with disabled household members who require the modifications of facilities provided in the apartments.
- C. Accessible apartments will be held for persons needing an accessible apartment for the first thirty (30) days after the Certificate of Occupancy is issued on an apartment.
- D. Households that do not require these apartments will not be offered these apartments until all eligible Applicants who do require these apartments have been considered.
- E. Accessible apartments will be offered and accepted by non-disabled/Applicants only with the understanding that such Applicants must accept a transfer to a non-accessible apartment at a later date if a person who requires an accessible apartment applies for housing and is determined eligible. Moving costs will be the responsibility of the household.
- F. In the event the household member who required the features of the apartment vacates the apartment, remaining household member(s) will be required to move to a different apartment at Agent's request. Moving costs will be the responsibility of the household.

### **VI. FINAL ELIGIBILITY**

#### **A. Contacting Applicants for Final Screening and Interview**



1. As an Applicant approaches the top of the wait list, Agent will commence the final screening and interview process for the Applicant. If the Agent communicates with the Applicant, a mutually convenient time for the interview will be established. If the Applicant cannot be reached, the Agent will send a letter to the Applicant setting a date and time for an interview. If Agent does not receive a response to the letter within seven (7) calendar days from the day the letter was sent, the Applicant's application packet will be rejected and a final letter will be sent informing the Applicant that his/her name has been removed from the respective wait list.
2. It is the responsibility of the Applicant to keep Agent informed of any changes in their address and/or telephone number. If correspondence sent to the Applicant is returned due to the inability of the US Postal Service to deliver same, the individual's application packet will be rejected and his or her name removed from the wait list.
3. If an interview with the Applicant is scheduled and the Applicant fails to attend, an attempt will be made to contact the Applicant. If there is no response after seven (7) calendar days, the Applicant's application will be rejected. If the Applicant is contacted, another appointment will be scheduled. If the Applicant again fails to attend the interview, the Applicant's application will be rejected and his or her name removed from the wait list. Mitigating circumstances will be considered on a case by case basis.

**B. Interview/Screening Stage for all Applicants**

1. Each Applicant household member age eighteen (18) and older will be required to sign all applicable forms. It is the responsibility of the Applicant to provide complete and accurate information in a timely manner when requested. It is also the Applicant's responsibility to supply the Agent with complete names, addresses and telephone numbers of all verifying agencies (banks, landlords, child care providers, health insurance carriers, etc.). Failure of an Applicant to provide necessary information in a timely manner at the time of an interview appointment will result in the Agent rejecting the application for housing. The following forms may require completion by each Applicant household (specific forms will vary depending upon the household composition, sources of income, household allowances, and category of apartment):
  - a. A complete current application;
  - b. Authorization for Release of Information;
  - c. Applicable Verification Forms.
2. Applicants will be required to document the following information for all household members at the time of the interview:
  - a. Social Security numbers;
  - b. Originals or copies of any government-issued document (i.e. driver's license, social services agency records, birth certificate, passport, etc.) that verifies age and/or familial status verification;
  - c. Verification, if not apparent, of any disability claimed ONLY in those instances when the Applicant household is requesting a barrier-free or modified apartment or other reasonable accommodation based upon disability or when the Applicant is claiming the disability as a household eligibility factor.
  - d. Documentation of legal custody of minors, or evidence that the child/children will reside with the Applicant.

**C. The Interview**

1. The program requirements, verification procedures and penalties for submission of false and/or incomplete information will be explained to each Applicant during the application interview. Such penalties may include eviction, fines and imprisonment.
  - a. All adult household members must present a photographic identification card at the interview session. The card will be photocopied and held in the Applicant file.
2. All household members will be required to disclose and document their Social Security numbers.



3. Applicants submitting false information, omitting or misrepresenting information will be grounds for rejection of the application.
4. A final decision on their eligibility cannot be made until all verifications are complete.
5. Upon Request, Applicants will be given a blank copy of the current lease agreement and Community rules in effect at the time of request.

**D. Completion of Application Process**

1. Upon completion of the application process, all Applicants will be informed of the determination of eligibility.
2. If the application is accepted, the written communication will include instructions regarding the next step in the move-in process.
3. If the application is rejected the written communication will include the specific reason(s) for the rejection and the steps the Applicant may take (if so desired) to appeal the decision in accordance with and pursuant to the grievance procedures.
4. If at any time during the processing of an application for housing, information indicates that an individual member of the household does not meet one or more of the conditions governing eligibility for admission, including income guidelines, household composition guidelines, credit history or criminal background history, is verified, or if at any time the Agent determines that the information supplied on the application or a person's declaration is false, application will be rejected.

**VII. DECISION DETERMINATION**

- A. Once the verification process is complete the Applicant will be contacted and informed of either acceptance or rejection.
- B. Once an Applicant has been accepted for residency, the Applicant will be contacted when an appropriate apartment is available for occupancy. Each Applicant will also be provided with information regarding the total amount due upon move-in (first month's rent and security deposit).
- C. The Applicant will have three (3) business days from receipt of a phone call, or if notified by letter, seven (7) business days from the date of mailing to indicate their acceptance or refusal of the available apartment. Applicant will be removed from the wait list if mail is returned undeliverable or if unanswered within seven (7) business days from the date of mailing or if a telephone number is disconnected or incorrect or unreturned within three (3) business days from receipt of a phone call. An Applicant who refuses an apartment will remain at the top of the wait list for one (1) more offer. If the Applicant refuses an available apartment a second time, their application will be rejected and they will be removed from the wait list. Rejection of an apartment from one application list will not affect the Applicant standing on any other wait list on which he/she chose to be placed on. Any eligible person who refuses an apartment due to a medically necessary reason will not lose his/her place on the wait list.
- D. The approved Applicant will receive a move-in appointment. The procedures to be followed at this appointment are set out in the section titled MOVE-IN/LEASE SIGNING.
- E. If an Applicant chooses to have their application withdrawn, they will be removed from the wait list. A letter will be sent to the Applicant confirming withdrawal of their application and removal from the wait list.

**VIII. REJECTION PROCEDURES**

**Written Notification.**

Each rejected Applicant will be given written notice thereof, by US Mail. The rejection notice will indicate the reason(s) for the rejection, and stating that, the Applicant may appeal the rejection.



The notice will advise the Applicant that they have fourteen (14) calendar days of receipt of the notice to respond, in writing, or request to meet with the Agent to discuss the notice. If the Applicant requests such a meeting, it must be in writing. The Agent will give the Applicant a reasonable opportunity prior to such meeting to review the information used by the Agent in reaching an adverse decision and will send a final, written decision to the Applicant within five (5) business days following the Applicant's meeting. Appeals will be reviewed by someone other than the person who made the initial determination. If after the review, Agent's decision is reversed, the Applicant will be placed on the wait list in the same position they would have been had the application been accepted at inception. Applicants who are rejected must wait six (6) months before reapplying to the community.

## **IX. MOVE-IN/LEASE SIGNING**

### **A. Review of Lease and Community Rules**

Once an Applicant is approved for housing, an appointment will be scheduled for all adult members of the household to review and sign all documents. The Resident lease, Community rules, annual income review requirements, grievance procedures, maintenance service procedures will be reviewed with all adult household members. Signatures will be obtained on the lease agreement and other required documents. All applicants approved for housing are required to comply with the lease terms, including provisions in lease attachments/addendums.

### **B. Payments Required Upon Move-In**

Prior to receiving keys to the apartment and taking possession of the new apartment, the Resident must pay the first month's rent (or prorated rent) and security deposit. These payments must be in the form of a bank check or money order only. If the Resident's rent will be paid by an outside agency (ie: Department of Social Services, etc.) the Resident must provide a written guarantee of payment from that specific agency prior to receiving the keys to the new apartment.

### **C. Move-in Inspection**

All Residents at the property will receive a move in inspection form that records the condition of their specific apartment at the initiation of their lease term. This form will be used as a basis to determine the amount of damage charges, if any, which must be assessed against the Resident for unusual wear and tear, at the time of lease termination.

## **X. TRANSFERS**

Our transfer policy objectives are to avoid overcrowding by insuring the residents are in the appropriate size apartment, to provide a Reasonable Accommodation to those with a disability, to provide option for those seeking VAWA protections or to allow for emergency transfers. Residents are responsible for their personal moving costs.

### **A. Types of Transfer**

#### **1. Emergency Transfers:**

At management's sole discretion, we may transfer Residents to abate dangerous conditions, to perform major repairs, to achieve occupancy goals or in the event of fire or natural disaster.

#### **2. Reasonable Accommodation Transfer:**

This transfer may occur for a disability-related need.

#### **3. VAWA Transfers:**

Management will allow transfers based on the VAWA Emergency Transfer Plan.

#### **4. Accessible Apartment Transfer:**

Transfer will be allowed to achieve appropriate occupancy for those persons in need of an accessible apartment.

#### **5. Appropriate Apartment Size Transfer:**

If the size or composition of the household has changed so that the apartment occupied contains a number of bedrooms less or greater than necessary, management shall transfer the



resident to another apartment of proper size. If the resident fails to accept the apartment offered, we may terminate the lease as allowed by law.

6. Resident Initiated:

On occasion, residents find that their living circumstances no longer meet their needs. Resident may request a transfer if allowed by the affordable housing program and regulatory requirements and approved by management. Residents will be required to pay a refurbishing fee of \$300 to refurbish their existing apartment. ***Not applicable to HUD Section 811.***

B. Eligibility for Transfers

1. A Resident who is in arrears in rent or otherwise not in good standing is not eligible for a transfer unless the transfer is due to a reasonable accommodation, VAWA request or emergency situation.
2. A Resident must complete one year of occupancy prior to any transfer, unless the transfer is needed for a Reasonable Accommodation, VAWA request or emergency situation.
3. Where the specific affordable housing program contains rules or regulations that conflict with the provisions herein, the program's rules and regulations shall govern.
4. The Agent will maintain a transfer list for the Community. The list will further be divided by bedroom size required and notations will be included to indicate current household size and whether the household will require features of an accessible apartment.
5. If a transfer is denied, the Resident has the right to utilize the grievance procedure.

C. Priority for Internal Transfers

Current residents have priority for transfer over placement of applicants from the waitlist. The following priority is assumed for all internal transfers:

1. Occupancy for Accessible or Hearing/Visual Impaired Apartments
2. Reasonable Accommodation transfer
3. VAWA Emergency Transfer
4. Other Emergency Housing (Natural Disaster, etc.)
5. Under-housed/Over-housed
6. Resident Initiated

## XI. DEFINITIONS

1. Agent: The managing agent, employees and/or Owner as applicable.
2. Applicant: A person or household who is applying for admission to an apartment in the Community.
3. Community: The land, property, buildings, facilities, parking areas owned by Owner.
4. Household Number: The number assigned to an application when the Agent receives the application. The household number acts as a permanent identifying number for the Applicant, for the entire period in which the application is valid. The household number does not indicate placement or position on a wait list but is a number assigned in the property management software system.
5. Disabled Household: A household whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.
6. Head Of Household: The household member who is legally responsible for the household. Both the head and spouse or other responsible adult (if any) shall sign the lease.
7. Live-In Aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:
  - a. Is determined to be essential to the care and well-being of the persons;
  - b. Is not obligated for the support of the persons; and,
  - c. Would not be living in the apartment except to provide the necessary supportive services.



8. **Over-Housed Household:** A Resident household with more bedrooms than required for the number of members in accordance with the standards set in the Plan.
9. **Market Rent:** The rent HUD authorizes the owner to collect from families ineligible for assistance. For Section 236 apartments, the market rent is shown on the project's HUD-approved rent schedule. For Section 8 apartments, the market rent is the same as the contract rent.
10. **Persons with Disabilities:** a person who:  
As defined in the Fair Housing Act; the person has a physical or mental impairment which substantially limits one or more of such person's major life activities; a record of such impairment; or being regarded as having such an impairment. The term does not include current, illegal use of or addiction to a controlled substance. As used in this definition, physical or mental impairment includes:
  - (i) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine;
  - (ii) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance), and alcoholism;
  - (iii) "Major life activities" is defined as functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.
11. **Under-housed Household:** A Resident household with an insufficient number of bedrooms for the number of persons in the household, in accordance with the standards set in the Plan.
12. **Wait List Number:** The number indicating the Applicant's position on a wait list, based on
  - a) date and time of application and
  - b) the number of preceding applications filed by other Applicants and/or priorities or preferences met by the application relative to other application fields.

