

Amos Towers  
Resident Selection Plan  
202/Section 8  
Safe & Affordable Housing for  
Low-Income Families  
with  
Elderly or Disabled Family  
Members

**This document will be effective at the earlier of the following events:**

**1.) January 1<sup>st</sup>, 2025**

**2.) The date site software that will allow the owner/agent to fully implement HOTMA is available**

**in accordance with HUD and the Housing Opportunities Through Modernization Act of 2016 (further referred to as HOTMA) and is subject to change in the event that HUD releases additional revisions or alterations to the guidelines between now and the effective date.**



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**PROPERTY INFORMATION**

Property Name	Amos Towers
Property Contact Name	Kerri Zurcher
Address	525 Jefferson Avenue
City, State, Zip	Scranton, PA 18510
Phone	570-347-6551
Fax	570-343-7159
TTY/TDD/Audio Relay	711 National Voice Relay

**THE PURPOSE OF THE RESIDENT SELECTION PLAN**

The resident selection plan helps to ensure that residents are selected for occupancy in accordance with HUD requirements and established management policies.

Please contact the management office if you need help understanding this document.

Contacte por favor la oficina de gestión si usted necesita ayuda a comprender este documento. (Spanish)

**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 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 believe we would not have a positive business relationship.

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 application will be rejected.

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 application will be rejected.

If the applicant or any member of the applicant’s family is not appropriately attired, 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 child care 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 staff or the owner/agent.

### **SMOKE FREE HOUSING – DESIGNATED SMOKING AREA FOR GRANDEATHERED RESIDENTS**

Other than in designated smoking areas, smoking is prohibited in any area of the property, both private and common, whether enclosed or outdoors. This policy applies to all owners, property staff, applicants, residents, guests, and servicepersons.

“Smoking” shall include the inhaling, exhaling, or carrying of any lighted cigarette, e-cigarette, cigar, pipe, hookah, other tobacco products, marijuana including medical marijuana, herbal smoking products “Legal Weed” or products known as “bath salts” or other legal substance.

Please note that use of illegal or controlled substances is grounds for denial of housing/assistance in accordance with the Quality Work & Housing Responsibility Act (QWHRA). Use of illegal or controlled substances after residency may result in termination of housing assistance and/or eviction as allowed under regulation.

Residents who moved in to the property in before January 1, 2015 are considered exempt from the smoke-free housing requirements.

### **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 (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, including medical 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.

### **SECURITY DEPOSIT REQUIREMENTS**



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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. Under HUD rules, the security deposit is equal to the greater of calculated TTP or \$50.00.

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 at the time of move in.

An applicant will be rejected if he/she does not have sufficient funds to pay the deposit prior to move-in.

### **PETS**

Residents are allowed to keep pets in the unit.

Certain restrictions apply and are outlined in the property Pet Rules. Pets and assistance animals must be approved **before** they are allowed to live in the unit. A copy of the Pet Rules is available upon request.

When applicable, residents must agree to pay any required pet deposit and must agree to abide by the property's Pet Rules and/or Assistance Animal Rules.

If an applicant wishes to request approval of an assistance animal – necessary to alleviate the symptoms or side-effects of a disability, the applicant (or applicant's representative) must request a reasonable accommodation. Please review the process to request a reasonable accommodation in Appendix A. The applicant should also review the Assistance Animal Policy which is available upon request.

### **PET DEPOSIT**

The pet rules require residents who own dogs or cats (pets) or keep dogs or cats (pets) in their units to pay a refundable pet deposit. This deposit is in addition to any other financial obligation generally imposed on residents of the property.

The pet deposit will not exceed \$300.00. A \$50.00 initial pet deposit is required at the time the pet is brought on to the premises. The resident may elect to pay the remaining balance in minimum increments of \$10.00 per month until the \$300.00 pet deposit is satisfied.

The owner/agent will use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet on the property. Such expenses would include, but not be limited to, the cost of repairs and replacement to the unit, fumigation of the unit, and the cost of animal care facilities.

The owner/agent will return the unused portion of a pet deposit to the resident within a reasonable time after the resident moves from the property or no longer owns or keeps a household pet in the unit.

Residents, their guests and/or service providers are required to comply with the property Pet Policies.

Assistance animals that assist persons with disabilities are exempt from the pet policy and from the refundable pet deposit.

Residents, guests and service providers will be required to comply with the Assistance Animal Rules.





### **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.

### **SUBSIDY**

Residents at this property are offered subsidized rent, meaning the rent that a household pays is based upon the household income. The tenant portion of rent paid by residents will vary.

### **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 Amos Towers, 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.

### **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 does not provide assistance with personal activities or daily living.

### **FAIR HOUSING POLICIES**

Information about civil rights protections provided through the Fair Housing Act, Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act, the Limited English Proficiency Final Rule, the Equal Access Final Rule and the Violence Against Women Reauthorization Act are all included as Appendix E of this Tenant Selection Plan.

## **ELIGIBILITY REQUIREMENTS**





**PROPERTY ELIGIBILITY DEFINITION**

**Household/Resident Type**

This 202/8 property is designed to provide housing to elderly and disabled families who meet the eligibility and screening requirements. In order for a family/household to meet the “family type” eligibility requirements, the head-of-household, the co-head-of-household or a spouse must be

- 62 or older or
- HOH is Non-Elderly disabled (as defined by HUD in Disability Definition G, H and I) and requires the features of an accessible unit.

**Definition G – Disabled (Handicapped) Family.**

Disabled (handicapped) family means:

1. Families of two or more persons the head of which (or his or her spouse) is a person with disabilities (handicapped);
2. The surviving member or members of any family described in paragraph (1) of this definition living in a unit assisted under subpart E of this part (Section 202 loans) with the deceased member of the family at the time of his or her death;
3. A single person with disabilities (handicapped person) over the age of 18; or
4. Two or more persons with disabilities (handicapped persons) living together, or one or more such persons living with another person who is determined by HUD, based upon a licensed physician's certificate provided by the family, to be essential to their care or well-being.

**Definition H – Person with a Disability (Handicapped Person).**

A person with disabilities means:

1. Any adult having a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration, substantially impedes his or her ability to live independently, and is of a nature that such ability could be improved by more suitable housing conditions.
2. A person with a developmental disability, as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(8)), i.e., a person with a severe chronic disability that:
  - a. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
  - b. Is manifested before the person attains age 22;
  - c. Is likely to continue indefinitely;
  - d. Results in substantial functional limitation in three or more of the following areas of major life activity:
    - i. Self-care,
    - ii. Receptive and expressive language,
    - iii. Learning,
    - iv. Mobility,
    - v. Self-direction,
    - vi. Capacity for independent living, and
    - vii. Economic self-sufficiency; and
  - e. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated.
3. A person with a chronic mental illness, i.e., a person who has a severe and persistent mental or emotional impairment that seriously limits his or her ability to live independently, and whose impairment could be improved by more suitable housing conditions.
4. Persons infected with the human acquired immunodeficiency virus (HIV) who are disabled as a result of infection with the HIV are eligible for occupancy in the Section 202 projects designed for the physically



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disabled, developmentally disabled, or chronically mentally ill depending upon the nature of the person’s disability. (24 CFR 891.505)

***Note:** A person whose sole impairment is alcoholism or drug addiction (i.e., who does not have a developmental disability, chronic mental illness, or physical disability that is the disabling condition required for eligibility in a particular project) will not be considered to be disabled for the purposes of the Section 202 program.*

**Definition I – Nonelderly Disabled (Handicapped) Family.**

A nonelderly disabled (handicapped) family means a disabled family in which the head of the family (and spouse, if any) is less than 62 years of age at the time of the family's initial occupancy of a project.

**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. <http://www.huduser.org/datasets/il.html>. HUD requires that property managers incorporate the most recently published income limits when determining eligibility.

For this property, qualified applicant households meet the following income limit requirements:

Subsidy	Type of Income Limit
Section 8 (post-1981)	<b>Very-low</b> – 50% of median income <b>Extremely-low</b> – very -low income household whose income equals or is less than the greater of poverty level or 30% of median income

**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
Efficiency	1	2
1	1	2

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.

**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 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



### **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

### **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.

### **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 family 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.



4. A minor under the age of 6 years being added to the household after move-in. The household will have a maximum of 90-days after adding the child 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.
5. Foster children or adults when:
  - The foster agency will not provide the SSN or adequate documentation to verify the SSN; and
  - HUD approves.

If, at the time a unit becomes available, all non-exempt household members have not provided adequate documentation necessary to verify Social Security Numbers, the next eligible applicant family must be offered the available unit.

All non-exempt household members have ninety (90) days-from the date they are first notified that a unit is available-to provide documentation necessary to verify the Social Security Numbers. During this 90-day period, the household may retain its place on the waiting list but will not be considered again until the required documentation is provided.

If, after ninety (90) days, the applicant family is unable to disclose/verify the Social Security Numbers of all non-exempt household members, the household will be determined ineligible and removed from the waiting list.

The applicant family may apply again, after obtaining the appropriate documentation. The applicant family will be placed on the waiting list based on the date and time the **new** Pre-Application or Application is received.

### **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 improper payment must be returned to HUD.

If an applicant/resident deliberately provides an inaccurate Social Security Number, the owner/agent and/or HUD may pursue additional penalties due to attempted fraud.

### **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. 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
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.

### 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:
  - The child will live in the unit at least 50% of the time and
  - The parent wishes to claim the \$480 deduction, and
  - Both families are receiving HUD housing assistance



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

### 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 be provided to any individual who 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; when the student:

1. Is living with his or her parents who are receiving Section 8 assistance
2. Is individually eligible to receive Section 8 assistance and has parents who are income eligible to receive Section 8 assistance.
3. Is a veteran of the United States military;
4. Is married;
5. Has a dependent other than a spouse (e.g. dependent child);
6. Is at least 24 years of age;
7. Is a person with disabilities, as such term is defined in section 3(b)(3)(E) of the 1937 Act and was receiving assistance under section 8 of the 1937 Act as of November 30, 2005;
8. Is classified as Vulnerable Youth; A student meets HUD's definition of a vulnerable youth when:
  - a. The individual 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;
  - b. The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal residence;
  - c. 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 (as such terms are defined in section 725 of the McKinney-Vento Homeless Assistance Act) (42 U.S.C. 11431 et seq.), or as unaccompanied, at risk of homelessness, and self-supporting, by
    - i. A local educational agency homeless liaison, designated pursuant to the McKinney-Vento Homeless Assistance Act;
    - ii. The director of a program funded under the Runaway and Homeless Youth Act or a designee of the director;
    - iii. The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (relating to emergency shelter grants) or a designee of the director; or
    - iv. A financial aid administrator; or
9. The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances

If a student does not meet the eligibility criteria above, but can prove independence from parents under HUD rules, then the student would meet HUD's student eligibility criteria. Please see property staff if you need additional information about proving independence from parents.

If an ineligible student applies for or 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 and other fees is included in annual income, except:

1. If the student is over the age of 23 with dependent children or
2. If the student is living with his or her parents who are receiving section 8 assistance

Financial assistance that is provided by persons not living in the unit is not part of annual income if the student meets the Department of Education's definition of "vulnerable youth".

The definition of tuition is consistent with the definition provided by the Department of Education and includes tuition and other mandatory fees. This definition does not include the cost of books.

### **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.

### **PROCEDURES FOR TAKING APPLICATIONS**

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.

Upon request, the owner/agent will provide interested parties with a copy of the application package. The person who is indicated as the Head-of-Household (HOH) must execute and sign all documents that are included in the application package.

Before completing or executing any forms, additional copies should be made for all adult household members and in some cases for minors who will live in the unit.

All adult applicants must complete the application package as instructed.

The owner/agent requires applicants to provide a government issued photo ID - used for verifying the identity of all applicants. If the applicant is not able to visit the site, alternative means of verifying identity, such as Skype or Facetime, may be utilized.

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.





All applications can be submitted on site at the property management office. The owner/agent will accept applications using alternative methods including mail or internet submission. The owner/agent will also accept the application in an equally effective format, as a reasonable accommodation, if there is the presence of a disability.

All documents in the Application Package must be **completed in full**, signed and dated in order to be accepted. Applicants **will not** be added to the waiting list until all application forms have been properly completed and signed as appropriate.

### **INCOMPLETE APPLICATIONS**

Incomplete Application Packages will be returned without consideration.

### **PRELIMINARY DETERMINATION OF APPLICANT ELIGIBILITY**

Information needed to determine applicant eligibility shall be obtained, verified, and the determination of applicant eligibility performed, in accordance with HUD and property eligibility requirements.

### **FINAL DETERMINATION OF ELIGIBILITY**

When a unit becomes available, all eligibility criteria will be reviewed before a final eligibility determination is made. Being eligible, however, does not guarantee that the application will be approved.

All adult applicants (and if appropriate minors) will be subject to the certain screening based on landlord/rental history, credit history and criminal history.

All adult applicants (and if appropriate minors) will be subject to the certain screening based on landlord/rental history, credit history and criminal history.

Criminal and credit screening are conducted before all other screening and before the owner/agent begins the processes required to make a final determination of eligibility.

If criminal history or credit history are not acceptable, the owner/agent will notify the resident and/or reject the application as required by HUD and indicated in the description below. The owner/agent will not conduct additional screening and will not take steps to determine applicant eligibility.

If criminal history and credit history are acceptable, the owner/agent will conduct landlord screening. If landlord screening is not acceptable, the owner/agent will notify and/or reject the application as required by HUD and indicated in the description below. The owner/agent will not take steps to determine applicant eligibility.

The owner/agent conduct tasks required to verify eligibility, including income eligibility, only after the owner/agent reviews the above screening criteria and determines that the applicant's history does not include any factors that would cause the owner/agent to deny the applicant.

If the family meets HUD's and the owner/agent's standards for admission, the family is found eligible.

### **LIVE-IN AIDES**

Applicants must contact the management office staff if a live-in aide will be moving in to 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 a reasonable time 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.

### **WAITING LISTS**

To ensure that applicants are appropriately and fairly selected for the next available unit (*when a unit of the appropriate size or type is not available at the time of application*), it is essential for the owner/agent to maintain waiting lists. The owner/agent will place the applicant household on the waiting list after preliminary eligibility determination is complete.

Applicants will have the option of specifying a desired unit size or multiple unit sizes when completing the application. The applicant will be placed on the waiting list for all indicated unit sizes/types as long as:

- The applicant household meets the Occupancy Standards described in this plan, and
- The waiting list for the unit size is open

The applicant (Head-of-Household (HOH)) will be contacted, based on the waiting list selection criteria, for the first unit that becomes available based on the selection guidelines described in this plan.

### **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 contact each applicant household annually. The Head-of-Household (HOH) will be the only person contacted unless otherwise requested.

If this letter is unable to be delivered by the United States Postal Service, the application will be rejected and the household will be removed from the waiting list.

If the Head-of-Household (HOH) fails to respond to the owner/agent inquiries regarding the desire to remain on the waiting list, the application will be rejected and the household will be removed from the waiting list.

In addition, an adult member of the applicant household must contact the property, in writing, if household information changes (i.e. number of household members, number of future household members, criminal history, income, etc.). If the household size or composition changes, the owner/agent will:

1. Update the waiting list information and
2. Decide whether the household needs the same or a different unit

If, as a result of the household composition change, it is determined that the household will be on the waiting list for a different unit type/size than originally indicated, the household will maintain their place on the waiting list for the new unit.

If there are no units of the appropriate size on the property, the household will be rejected and will be removed from the waiting list.

### **REMOVING 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 that the household name be removed
- The unit that is needed – using household size as the basis – has changed, and no appropriate size/type unit exists in the property



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- The unit that is needed – using household size as the basis – has changed, and the waiting list is closed for that unit size/type
- Applicant fails to meet eligibility requirements
- Applicant fails to meet occupancy standards
- Applicant fails to meet screening requirements
- Applicant is rejected for any reason described in this plan
- Applicant cannot be contact by US Mail (letters are returned or undeliverable)
- Applicant cannot be contacted by phone (number disconnected or changed)
- Applicant was clearly advised, in writing, of the requirement to tell owner/agent of his/her continued interest in housing by a particular time and failed to do so
- Applicant refused second offer of a unit (*See Right to Refusal Policy for additional information.*)

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 at the original place on the waiting list.

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 place on the waiting list, as necessary, based on the submission date and time of the **new** application.

There are certain situations when the owner/agent may refuse to accept an application. The owner/agent will not accept applications from individuals who were previously rejected because the applicant:

- Is subject to a state lifetime sex offender registry
- Has been convicted of a crime as indicated in the criminal screening criteria (*certain time restrictions apply*)
- Has been evicted for a lease violation from another property managed or owned by the owner/agent
- Has been evicted from a federally assisted property for drug use in the last three years

In addition, if an applicant previously accepted a unit offered by the owner/agent and the applicant failed to take possession of the unit on the agreed upon date without notice to the owner/agent, the owner/agent reserves the right to refuse all future applications.

### **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.

### **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.

### **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 – Unit Transfer/Splits**

**Unit Transfer Preference:** Residents who have submitted a Unit Transfer Request and who are deemed eligible for the transfer are given preference on the waiting list. This means that a resident transferring from one unit to another will be offered a unit before an applicant.

**Split Household Preference:** If two or more adult household members reside in one unit and one or more adults choose to apply for a separate unit, the “new family” requesting a separate unit will be required to submit an application. Household members who remain in the existing unit are not required to re-apply.

The application will be reviewed for eligibility as described in this plan and if approved, that applicant will receive preference over other residents and applicants.

If the household split is requested and qualifies for special consideration based on the VAWA Emergency Transfer policy, the request will receive preference over other requests to “split” a household.

### **Owner/agent-Adopted Preferences – Imminent Threat**

**VAWA Emergency Transfer (Internal Transfer):** In some cases, families that qualify for a VAWA Emergency Transfer may receive preference over other residents who have requested a unit transfer. Victims of VAWA crimes who qualify for a VAWA Emergency Transfer (VET) will receive preference equal to other residents requesting an emergency transfer. Selection will be based upon the date and time the completed VAWA Emergency Transfer Request was received. Please see the VAWA Policy and/or contact property staff for additional information.

**Emergency HUD Preference:** On occasion, usually in response to a presidentially declared disaster, HUD requests that owner/agents implement a temporary preference for victims. The owner/agent may implement a temporary emergency preference based on requests from the Department of Housing.

If HUD requests that the owner/agent implement such a request, the preference will be in place for a maximum of thirty (30) days from the date of notification to existing applicants.

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.



When an applicant qualifies for a preference because of a presidentially declared disaster, applicants moving from a property owned or managed by Amos Towers or the owner/agent will receive preference over other applicants moving from other properties.

### **Weight of Preferences as Described**

When offering a unit, the owner/agent will consider applicants and residents requesting unit transfers who qualify for preference over applicants and residents requesting unit transfer who do not qualify for any of the preferences described above.

Residents who are requesting new units and who meet the qualifications listed below will be placed on the preferred waiting list based on the date and time the completed Unit Transfer Request is received.

These existing residents will be placed first.

1. Verified need for an accessible unit
2. Verified need for a reasonable accommodation
3. Verified medical need
4. VAWA Emergency Transfer
5. Resident is currently living in an accessible unit and no longer needs the features
6. Under housed (unit is too small)

Applicants who qualify for the following preferences will be placed on the preferred waiting list based on the date and time the completed application is received. These applicants will be placed next.

1. Verified need for an accessible unit
2. Verified need for a reasonable accommodation
3. Verified medical need
4. HUD request

Residents who are requesting new units and who do not qualify for the following preferences will be placed next based on the date and time the completed Unit Transfer Request is received and their eligibility for other preferences.

Applicants who do not qualify for the preferences listed above will be placed next based on the date and time the completed application is received and their eligibility for other preferences.

Accessible units will always be offered to residents and applicants who need the features of the accessible unit before they are offered to residents and applicants who do not need the features of an accessible unit.

### **Verification of Preferences**

All preferences will be verified using the verification methodology described in this resident selection plan.

Special consideration applies when a VAWA Emergency Transfer Request is submitted by a victim of a VAWA crime. If this is your situation, please contact the property staff for additional information.

### **When a Request for Preference is Denied**

If it is determined that an applicant does not meet the criteria for receiving a preference, the applicant will receive written notice of this determination within ten (10) business days. The notice will contain the reasons for the determination. The applicant has the right to meet with the owner/agent representative to review or appeal the decision.

### **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 contact the owner/agent so that their change in status may be verified and the waiting list can be updated to reflect the preference as appropriate.

To the extent the verification determines the household does now qualify for a preference, they will be selected from the waiting list in accordance with the preference and the date the application was received.

### **Exceptions to the Preference Rule**

Management will 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.

### **OPENING AND CLOSING WAITING LIST**

In order to ensure that applicants on the waiting list are processed in a reasonable amount of time, the owner/agent may stop accepting applications and close waiting lists in whole or in part. Decisions about closing and opening the waiting list will be based on the number of applications available for a particular size and type of apartment and the ability of the owner/agent to house an applicant in an appropriate apartment within a reasonable period of time.

The owner/agent will use a twenty-four (24) month waiting period to determine whether the waiting list may be closed. If the owner/agent has sufficient applications, the waiting list may be closed completely. In some cases, the owner/agent may close the waiting list for a particular unit type. Notices announcing that the waiting list is closed or open will be publicly announced in the following manner:

- Local newspapers
- Publications described in the Affirmative Fair Housing Marketing Plan

Interested parties who insist on submitting applications when the waiting list is closed will not be considered. The application **will not be reviewed** and will be returned.

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

### **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.

### **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 must be verified as required by HUD and described in these procedures.

### METHODS OF VERIFICATION

Verifications will be attempted as follows:

1. The owner/agent will not accept Means-tested (Safe Harbor) Verification
2. **Upfront Income Verification (UIV)** using HUD's Enterprise Income Verification (EIV) system (EIV may be used as the sole verification of Social Security income);
3. **Upfront Income Verification (UIV)** using non-EIV resources (e.g., Work Number, web-based state benefits system, etc.);
4. **Written, third-party verification from the source, also known as "tenant-provided verification"**. An original or authentic document generated by a third-party source dated within 120 days of the date received by the owner/agent. (e.g., resident provided bank statement). For fixed-income sources, a statement for the appropriate benefit year is acceptable documentation. Owner/agents may also accept third-party verification directly from the verification source. For example, owner/agents may (but are not required to) obtain verification of disability directly from a medical care provider (e.g., physician, physical therapist, etc.) or may accept a letter provided by the provider to the resident;
5. **EIV with Self-Certification (Employment or Unemployment Income)**. The EIV Income Report may be used to verify and calculate income if the family self-certifies that the amount is accurate and representative of current income. The family will be provided with the information from EIV.
6. **A Written Third-party Verification Form (as appropriate);**
7. **Oral verification.** When verifying information over the telephone or via the internet, it is important to be certain that the person is the party he or she claims to be. When verifying information by phone, the owner must record and include in the tenant's file the following information:
  - a. Third-party's name, position, and contact information;
  - b. Information reported by the third party;
  - c. Name of the person who conducted the telephone/internet interview; and
  - d. Date and time of the call.
8. **Family Self-Certification.** In the absence of any of the above or as provided in HUD guidance, notarized or witnessed self-certification from the household member (*the owner/agent is not required to accept family/self-certification*). Except when accepted based on HUD guidance (e.g., Streamlining, Assets Disposed, etc.), when the owner/agent accepts Family Self-Certification, the tenant file will be documented, when appropriate, to show that staff attempted other acceptable verification before relying on family self-certification.

### 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
  - a) Homeless status
  - b) Veteran status
- 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

**STREAMLINED DETERMINATION OF FIXED INCOME, STREAMLINED VERIFICATION OF ASSETS & STREAMLINED CERTIFICATION FOR FIXED INCOME FAMILIES**

The owner/agent has implemented the following Streamlining processes.

**STREAMLINED DETERMINATION OF FIXED INCOME**

The owner/agent will not adopt Streamlined Determination of Fixed Income except for January – April certifications. Once the SS COLA is announced, the SS COLA will be applied for any certifications, for the award year, that were not complete on the date of the announcement.

**STREAMLINED VERIFICATION OF ASSETS WHEN THE NET CASH VALUE OF ASSETS IS AT OR BELOW THE CURRENT ASSET THRESHOLD ESTABLISHED BY HUD**

**(\$50,000 in 2024 But Subject To Annual Adjustment by HUD).**

The owner/agent will not adopt Streamlined Verification of Assets.

The owner/agent will not accept Self-certification of Assets at move-in.

**STREAMLINED CERTIFICATION FOR FIXED INCOME FAMILIES.**

The owner/agent will not implement Streamlined Certification for Fixed Income Families.

Streamlined Verification of Assets and Streamlined Certification will not be utilized if any member of the family has received a lease violation for failing to fully and accurately report income information or if any member of the family has been required to return an improper payment to the Department of Housing & Urban Development.

**SOURCES OF INFORMATION**

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

- Any member of the applicant household
- Present and former housing providers/landlords
  - Present and former employers



- Banks
- Insurance Companies
- Any Asset Manager
- 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.

### **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.

### **CONSENT AND VERIFICATION FORMS (9887 AND 9887A)**

Currently, all adult applicants must sign HUD's 9887 and 9887A before being admitted to the housing program and at each Annual Recertification.

Starting when HUD releases an updated 9887, all applicants must sign HUD's consent forms at admission. After an applicant or resident has signed and submitted these consent forms, they do not need to sign and submit subsequent consent forms except under the following circumstances:

- When a new member is added to the unit if:
  - The new member is 18 years of age or older, or
  - The new member is the HOH, co-HOH/spouse regardless of age;
- When a member of the family turns 18 years of age;



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- If the family's assistance is terminated and the family wishes to reinstate housing assistance; and
- As required by HUD in administrative instructions.

These consent forms contain provisions authorizing HUD and owner/agent to obtain necessary information for verification of an application or to maintain a family's assistance, including income information and tax return information.

The executed consent forms will remain effective until the family is denied assistance, or the assistance is terminated. If a family leaves a HUD program (moves-out), the family's assistance is considered to be terminated and the signed consent forms will no longer be in effect.

Any adult member of the family may provide written notification to the owner/agent to revoke consent. Doing so makes the family ineligible and housing assistance will be terminated immediately. Termination will be completed in accordance with the HUD lease and HUD guidance. The resident will be provided with a 30-Day Notice of Rent Increase as required.

If, subsequently, the family wishes to reapply for assistance, and when such assistance is available, the HOH, co-HOH/spouse and all adult members will be required to submit the signed 9887/9887A documents with any documentation required to determine eligibility. Failure to do so will result in denial of assistance under HUD's program rules.

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 assistance for the entire household.

### **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.

### **SECTION 8 ASSET RESTRICTIONS (LIMITS) SECTION 8 ONLY INCLUDING PBRA RAD & 202/8) – NEW REQUIRED**



## Resident Selection Plan 202/Section 8

The following Section 8 Asset Restrictions are considered when determining eligibility of families applying for HUD's Section 8 Housing Assistance.

### **RESTRICTIONS BASED ON NET ASSETS - ASSET CAP**

A dwelling unit may not be rented, and assistance may not be provided, either initially or upon reexamination of family income, to any family if the Net Cash Value Of Included Assets exceeds the current Asset Cap established by HUD (certain assets are excluded). This "cap" may be adjusted annually in accordance with a commonly recognized inflationary index, as determined by HUD. **(The Asset Cap established by HUD for 2024 is \$100,000).**

Certain assets are excluded when determining the net cash value of assets. Excluded assets include, but are not limited to:

- ABLE Accounts;
- Amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty that resulted in a member of the family being disabled;
- Value of any Coverdell Education Savings Account or any qualified tuition program under Section 529;
- Family Self Sufficiency Escrow Accounts (FSS);
- Interest in Indian Trust land;
- Irrevocable Trust;
- Revocable Trusts when no one in the family controls the trust;
- Retirement Accounts as defined by the IRS;
- Real property when the family does not have legal authority to sell such property;
- Equity in property for which a family receives HCV homeownership assistance from a PHA;
- Equity in a manufactured home where the family receives Section 8 tenant-based assistance;
- Other assets as announced by HUD through Federal Register Notice.

Please note: After Move-in/Initial Certification, eligibility, based on the Asset Cap, will not be reviewed unless the owner/agent has cause to correct the Move-in/Initial Certification or if the family's assistance is terminated. Tenants residing in the property at the time that HOTMA Asset Restrictions are effective will be exempt from the Asset Restrictions, as Amos Towers has adopted a policy of non-enforcement for existing tenants.

### **HOME OWNERSHIP - REAL PROPERTY RULE**

A dwelling unit may not be rented and assistance may not be provided to any family if any member has a present ownership interest in, legal right to reside in, and the effective legal authority to sell real property, in the jurisdiction in which the property is located, that is suitable for occupancy by the family as a residence. This includes, but is not limited to a home, condominium, townhome, duplex, mobile home, etc. A dwelling will be considered "suitable for occupancy" unless the family demonstrates that it:

1. Does not meet the disability-related needs for all members of the family (*e.g.*, physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);
2. Is not sufficient for the size of the family;
3. Is geographically located so as to be a hardship for the family (*e.g.*, the distance or commuting time between the property and the family's place of work or school would be a hardship to the family, as determined by the owner);
4. Is not safe to reside in because of the physical condition of the property (*e.g.*, property's physical condition poses a risk to the family's Health & safety and the condition of the property cannot be easily remedied); or
5. Is not a property that a family may reside in under the State or local laws of the jurisdiction where the property is located.



The applicant or resident is exempt from the Real Property Rule if:

1. Any property is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the person resides in the jointly owned property;
2. The member is a survivor of a VAWA crime (domestic violence, dating violence, sexual assault, or stalking); or
3. The family is offering such property for sale;
4. The family is receiving assistance under 24 CFR 982.620; or under the Homeownership Option in 24 CFR part 982.

After Move-in/Initial Certification, eligibility of the Real Property Rule will not be reviewed unless the owner/agent has cause to correct the Move-in/Initial Certification or if the family's assistance is terminated. Tenants residing in the property at the time that HOTMA Asset Restrictions are effective will be exempt from the Real Property Rule, as Amos Towers has adopted a policy of non-enforcement for existing tenants.

### **ELIGIBILITY OF STUDENTS ENROLLED AT AN INSTITUTE FOR HIGHER EDUCATION (SECTION 8)**

Student eligibility is determined at move-in/initial certification and at each Annual Recertification. Student eligibility may also be reviewed at Interim Recertification 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 be provided to any individual who 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; when the student:

1. Is living with his or her parents who are receiving Section 8 assistance;
2. Is individually eligible to receive Section 8 assistance and has parents who are income eligible to receive Section 8 assistance;
3. Is a graduate or professional student;
4. Is a veteran of the United States military or is an active member of the United States military;
5. Is married;
6. Has a dependent other than a spouse (e.g., dependent child);
7. Is at least 24 years of age (over 23);
8. Is a person with disabilities, as such term is defined in section 3(b)(3)(E) of the 1937 Act and was receiving assistance under section 8 of the 1937 Act as of November 30, 2005;
9. Is classified as Vulnerable Youth; A student meets HUD's definition of a vulnerable youth when:
  - a. The individual 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;
  - b. The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal residence;
  - c. 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 (as such terms are defined in section 725 of the McKinney-Vento Homeless Assistance Act) (42 U.S.C. 11431 et seq.), or as unaccompanied, at risk of homelessness, and self-supporting, by
    - i. A local educational agency homeless liaison, designated pursuant to the McKinney-Vento Homeless Assistance Act;
    - ii. The director of a program funded under the Runaway and Homeless Youth Act or a designee of the director;



- iii. The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (relating to emergency shelter grants) or a designee of the director; or
  - iv. A financial aid administrator; or
10. The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances

If a student does not meet the eligibility criteria above, but can prove independence from parents under HUD rules, then the student would meet HUD's student eligibility criteria. Please see property staff if you need additional information about proving independence from parents.

If an ineligible student applies for or 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.*

### **STUDENT FINANCIAL ASSISTANCE**

When student financial assistance exceeds tuition and covered fees, student financial assistance that is not specifically excluded will be included as part of the family's Annual Income unless the student is the HOH, co-HOH/spouse and is over 23 (24 or older) with a dependent child.

For Section 8 programs, any financial assistance that is provided through a qualified Coverdell Education Savings Account (ESA) or other qualified ESA, is excluded when determining Annual Income for the family.

Any financial assistance a student receives (1) from private sources, (2) from an institution of higher education, or (3) under the Higher Education Act of 1965, that is in excess of amounts received for tuition and other qualified fees, is included when determining Annual Income for the family, except if the student is the HOH, co-HOH or spouse and is over the age of 24 with a dependent child or children (as defined by HUD).

Student financial assistance that is provided by persons not living in the unit is not part of Annual Income if the student meets the Department of Education's definition of "vulnerable youth".

Covered fees include tuition, books, supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and fees required and charged to a student by an institution of higher education (as defined under section 102 of the Higher Education Act of 1965). For a student who is not the Head-of-Household, Co-HOH/Spouse, actual covered costs also include the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

### **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.

### STUDENT FINANCIAL ASSISTANCE

Student financial assistance that is not specifically excluded will be included as part of the family's Annual Income unless the student is the HOH, co-HOH/spouse and is over 23 (24) with a dependent child. Student loans are not considered.

For non-Section 8 programs, any financial assistance, in excess of tuition, that a student receives under the Higher Education Act of 1965, is excluded when determining Annual Income for the family.

For non-Section 8 programs, any financial assistance that is provided through a qualified Coverdell Education Savings Account (ESA) or other qualified ESA, is excluded when determining Annual Income for the family.

Any financial assistance a student receives (1) from private sources, or (2) from an institution of higher education, that is in excess of amounts received for tuition and other qualified fees, is included when determining Annual Income for the family, except if the student is the HOH, co-HOH or spouse and is at least 24 years of age with a dependent child or children (as defined by HUD).

Financial assistance that is provided by persons not living in the unit is not part of annual income if the student meets the Department of Education's definition of "vulnerable youth".

The definition of tuition is consistent with the definition provided by the Department of Education and includes tuition, books, mandatory fees, room and board for a student (who is not the HOH, co-HOH/spouse) and costs for reasonable accommodations when the student is disabled.

### 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.

### SCREENING FOR DRUG ABUSE AND OTHER CRIMINAL ACTIVITY

HUD has established standards that prohibit admission of:

1. Any household in which any member was evicted in the last three years from federally assisted housing for drug-related criminal activity
2. A household in which any member is currently engaged in illegal use of drugs or for which the owner/agent 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 residents (The owner/agent has implemented a policy to address the term "currently engaged". Current will be indicated and investigated if there is a record of arrest or conviction within the last two (2) years)
3. Any household member if there is reasonable cause to believe that member's behavior, from abuse or pattern of abuse of alcohol, may interfere with the health, safety, and right to peaceful enjoyment by other residents. The screening standards are based on behavior, not the condition of alcoholism or alcohol abuse





4. Any household member who is subject to any state lifetime sex offender registration requirement (household member may be removed)

In addition to HUD requirements, the owner/agent has established a policy to reject all applications where the applicant or any household member has engaged in criminal activity as described in this document.

The owner/agent will reject applications if any household member's criminal history includes one or more of the following:

1. Criminal activities resulting in felony conviction involving violence, potential violence, destruction of property, human trafficking, terrorist activities, weapons charges or the illegal distribution or manufacture of a controlled substance. Applicants with this type of criminal history will be automatically denied. The owner/agent will meet with the applicant and will consider extenuating circumstances if the conviction or exit from incarceration (whichever is later) occurred no less than fifteen (15) years before the date of application.
2. Criminal activities resulting in other felony convictions if the conviction or exit from incarceration occurred no less than ten (10) years before the date of application
3. A record of three or more separate instances where the applicant is involved in criminal activities resulting in felony conviction.
4. Criminal activities resulting in misdemeanor convictions involving violence, potential violence, destruction of property, human trafficking, terrorist activities, weapons charges or the illegal distribution or manufacture of a controlled substance within five (5) years of conviction or exit from incarceration, whichever is later
5. Criminal activities resulting in other misdemeanor convictions within three (3) years of conviction or exit from incarceration, whichever is later
6. A record of three (3) or more separate instances where the applicant is involved in criminal activities resulting in misdemeanor convictions where the last conviction or exit from incarceration is within five (5) years
7. United States Code Title 8, subsection 1324(a)(1)(A) prohibits the harboring of illegal aliens. The provision of housing to illegal aliens is a fundamental component of harboring. Residents may be required to provide proof of citizenship or legal immigration status.
8. Sex Offender Registration: Applicant is currently subject to registration under a state sex offender registration program. If the owner/agent determines that a registered sex offender is part of the household, the owner/agent will allow the household to remove the sex offender from the application. Removal must be documented using a signed, notarized copy of the owner's form. The household will have ten (10) business days to provide verification that the household member has alternative housing or that the household member has applied for alternative housing. Failure to provide such documentation will result in rejection of the application for all household members. In this case, the owner/agent reserves the right to monitor household composition after move-in. If the owner/agent discovers that a sex offender has moved in to the unit, assistance will be terminated and the household will be evicted in accordance with HUD requirements. Any assistance paid-in-error must be returned to HUD.

If the owner/agent is unable to complete required criminal or sexual offender screening due to the applicant's failure to provide required information or release forms, the application will be rejected.

If a resident or applicant has requested VAWA protections and such protections have been justified based on owner/agent investigation, the abuser/perpetrator will not be approved to live on the property. The owner/agent will review certain criminal history, based on HUD recommendations, for all adult household members at each annual certification.

### **Consideration of Extenuating Circumstances**



In deciding whether to exercise discretion to admit an individual or household that has engaged in prohibited criminal activity, the owner/agent will, upon request, consider all of the circumstances relevant to the particular admission or eviction decision, including but not limited to: the seriousness of the offending action; the effect that denial of the entire household would have on family members not involved in the criminal activity; and the extent to which the applicant has taken all reasonable steps to prevent or mitigate the criminal activity.

Additionally, when specifically considering whether to deny admission for illegal drug use by a household member who is no longer engaged in such activity, the owner/agent will, upon request, consider whether the household member is participating in or has successfully completed a drug rehabilitation program, or has otherwise been rehabilitated successfully.

### **Criminal Screening Discoveries**

If the criminal background investigation results indicate that the applicant does not meet the criminal screening criteria, the owner/agent will reject the applicant in accordance with HUD guidance and the owner/agent's standards for applicant rejection.

Before rejecting the household, the owner/agent will compare the information provided by the applicant with the criminal history report. If the information conflicts, the owner/agent will:

- Notify the household of the proposed action based on the information;
- Provide the content of the criminal record and information about how to obtain a copy of the information;
- Provide the applicant with an opportunity to dispute the accuracy and relevance of the information obtained from any law enforcement agency;
- Allow the household the opportunity to remove the household member.

In this situation, applicants will have ten (10) business days to contact the owner/agent and provide documentation to refute the criminal discovery. If the applicant fails to contact the owner/agent or indicates that he/she cannot provide documentation to refute the criminal discovery, the owner/agent will reject the application and remove the household from the waiting list.

If, after move-in, the owner/agent discovers that there was criminal history that would have resulted in rejection, the owner/agent will contact the resident to ascertain the accuracy of the criminal report. If the resident would have been rejected had the information been known at the time of the eligibility determination, the owner/agent will take appropriate action including notifying HUD's Office of the Inspector General of potential fraud and pursuing termination of tenancy (eviction).

### **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.

**Bankruptcy:** The owner/agent will reject any applicant with a discharged bankruptcy (Chapter 7 or Chapter 13) within the last three (3) years. The owner/agent will consider the applicant if the bankruptcy was dismissed and other credit information is "positive".

**Foreclosure:** The owner/agent will reject any applicant named in a foreclosure, including foreclosure of reverse mortgages, within the last three (3) years.

**Collections:** The owner/agent will reject any applicant currently paying or being pursued to pay any collectible amount in excess of \$2500 when such collections began within the preceding three (3) years.



If the applicant is paying amounts due and such collections began more than three (3) years before the eligibility determination, the collection status must be current (no outstanding balances more than ninety (90) days old). 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 to determine if there is any debt owed to a prior landlord or HUD. Applicants owing prior landlords or HUD will be rejected unless such debt has been paid.

Other credit history will be reviewed; the following discoveries will be reason for rejection:

- One or more outstanding judgments in excess of \$1000 within the last three (3) years
- Two or more checks returned for non-sufficient funds in the last year
- Current credit score below 350
- Default on any loan/payment agreement in excess of \$500.00 within the last three (3) years
- Any record of failure to pay child support owed within the last 12 months
- Overpayment of federal assistance due to misrepresentation and/or fraud within the last three (3) years

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

### **SCREENING RENTAL HISTORY**

If any member of the applicant household has been evicted from any property owned or managed by Amos Towers for lease violations, that applicant household will be rejected.

The owner/agent will review rental history with any landlord indicated in the past seven (7) years. The owner/agent will also review information provided through automated databases including eviction databases. If any member of the applicant household has been evicted from any property, for lease violations, within the last three (3) years, the application will be rejected.

If the applicant fails to identify one or more residences where he/she lived in the last three (3) years, the applicant will be rejected and the household will be removed from the waiting list.

The owner/agent will contact the prior property owner/agent (as indicated above) and inquire about the following information:

- Adherence to the lease & community policies
- Compliance with certification reporting requirements
- Rental payment performance
- Compliance with requirements to fully and accurately disclose income information in a timely manner
- Requirement to return assistance paid in error due to under-reporting income or un-reported income
- Unit maintenance/damage
- Presence of bed bugs, head lice, roaches or other parasitic infestation
- Record of disturbing neighbors
- Complaints

If information obtained is negative the applicant will be rejected. Negative responses include but are not limited to:



- Failure to comply with the lease
- Failure to comply with House Rules, Pet Rules or Assistance Animal Rules
- Failure to fully and accurately report income, new employment or changes in household composition in a timely manner
- Providing false information
- Attempting to receive or receiving HUD assistance in multiple units/homes
- Slow or no response to requests to recertify
- Poor rental payment history (average more than two (2) late payments per year, record of bounced checks, any outstanding balance)
- Record of poor unit maintenance or damage to the unit beyond normal wear-and-tear
- Presence of parasitic infestation unless the applicant agrees to have all unit contents treated before move-in (*owner/agent will arrange for and pay for treatment*)
- Complaints from neighbors regarding actions that directly affect the peace and quiet comfort of others living in the community
- Record of actions that interfered with or prevented the previous landlord from effectively managing the property.
- A current outstanding balance owed by any household member to a prior landlord
- A current outstanding balance owed by any household member to HUD to return assistance paid in error
- Failure to execute or pay repayment agreements

If the prior landlord will not or cannot provide information about the applicant's landlord history, the owner/agent will consider such history positive unless there is other evidence supporting a negative rental performance.

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

### **SCREENING FOR THE PRESENCE OF BED BUGS OR OTHER PARASITIC INFESTATIONS**

In some cases, screening may indicate that the contents of the applicant's unit may be at risk of a parasitic infestations. To prevent pests from entering the property and only upon request, the applicant must allow for inspection of the contents that will be moved in to the unit before an applicant will be approved and a unit will be offered. If bed bugs or other parasitic infestations are discovered, the contents must be treated and the items certified as pest-free before determination of eligibility is completed. If the applicant fails to comply with the inspection requirements the applicant will be rejected.

Inspection is offered at the expense of Amos Towers. However, it is the responsibility of the applicant to be certified as pest free prior to move-in.

*Note: If the applicants do not live in the same residence, the contents of each residence must be inspected and certified as "Pest Free". If contents are stored in public storage, private storage or in some other location, the applicant must advise the owner/agent so that all contents are inspected and certified as "Pest Free" prior to move-in.*

If there is evidence of bed bugs or other parasitic infestation before or during move-in, the owner/agent reserves the right to refuse to allow the resident to move such contents in to the unit.

### **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 Search** 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. This includes minors and live-in aides.

*Note: The owner/agent cannot review the Existing Tenant Search for applicants who are exempt from the Social Security Number disclosure requirements.*

Nothing prohibits a HUD housing assistance recipient from applying to this property. However, the applicant must complete move out from 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.

### **DETERMINATION OF ADJUSTED INCOME**

When determining Adjusted Income, the owner/agent will use HUD methods to determine Annual Income for the entire family. After Annual Income is determined, the owner/agent will apply the following deductions as applicable:

- The Elderly/Disabled Family Deduction;
- The Dependent Deduction;
- The Childcare Deduction;
- The Health & Medical Expense Deduction (Medical Expenses in excess of 10% of Annual Income);
- The Attendant Care & Auxiliary Apparatus Deduction.

### **ELDERLY/DISABLED FAMILY DEDUCTION**

*Note: The following change will not be in effect until the owner/agent implements new site software to comply with changing HUD requirements (no later than 1/1/2025)*

For each family where the HOH, co-HOH or spouse is 62 or older or is disabled, HUD provides an annual family allowance. In 2024, the Elderly/Disabled Family Deduction is \$525. This amount may be adjusted by HUD annually.

### **THE DEPENDENT DEDUCTION**

A family receives a Dependent Deduction (*\$480 subject to adjustment by HUD*) for each family member (except foster children and foster adults) who is:

1. Under 18 years of age;
2. A person with disabilities; or
3. A full-time student of any age.

It is not necessary for a member of the family to have legal custody of a dependent in order to receive the Dependent Deduction.



When more than one family shares custody of a child and both live in assisted housing, only one family at a time can claim the Dependent Deduction for that child.

Some family members may never qualify as dependents regardless of age, disability, or student status.

- The HOH, co-HOH or spouse may never qualify as a dependent.
- A foster child, foster adult, an unborn child, a child who has not yet joined the family or a live-in aide may never be counted as a dependent.

### **THE CHILDCARE DEDUCTION**

Anticipated expenses for the care of children under age 13 (including foster children) may be deducted from Annual Income if all of the following are true:

1. The care is necessary to enable a family member to work, seek employment, or further his/her education (academic or vocational).
2. The family has determined there is no adult family member capable of providing care during the hours care is needed.
3. The expenses are not paid to a family member living in the unit.
4. The amount deducted reflects reasonable charges for child care.
5. The expense is not reimbursed by an agency or individual outside the family.
6. Child care expenses incurred to permit a family member to work must not exceed the amount earned by the family member made available to work during the hours for which child care is paid.

### **Childcare Hardship Exemption**

The owner/agent will not implement a Childcare Hardship Exemption Policy.

### **THE HEALTH & MEDICAL EXPENSE DEDUCTION**

*Note: The following change will not be in effect until the owner/agent implements new site software to comply with changing HUD requirements (no later than 1/1/2025)*

The medical expense deduction is permitted only for families in which the head, spouse, or co-head is at least 62 years old or is a person with disabilities (elderly or disabled families).

If the family is eligible for a medical expense deduction, owners must include the unreimbursed medical expenses of all family members, including the expenses of non-elderly family members (adults or children) living in unit. The Medical Expense Deduction is that portion of total unreimbursed medical expenses that exceed 10% of the family's Annual Income.

The Medical Expense Deduction includes all out-of-pocket expenses the family anticipates to incur during the 12 months following the certification effective date.

### **THE ATTENDANT CARE & AUXILIARY APPARATUS EXPENSE DEDUCTION**

*Note: The following change will not be in effect until the owner/agent implements new site software to comply with changing HUD requirements (no later than 1/1/2025)*

Families are entitled to a deduction for unreimbursed, anticipated costs for attendant care and "auxiliary apparatus" for each family member who is a person with disabilities, to the extent these expenses are reasonable and necessary to enable any family member 18 years of age or older who may or may not be the member who is a person with disabilities to be employed.





The Attendant Care & Auxiliary Apparatus Expense Deduction is that portion of total unreimbursed medical expenses that exceed 10% of the family's Annual Income.

The Attendant Care & Auxiliary Apparatus Expense Deduction includes all out-of-pocket expenses the family anticipates to incur during the 12 months following the certification effective date.

### **HARDSHIP EXEMPTIONS – HEALTH & MEDICAL EXPENSE DEDUCTION AND THE ATTENDANT CARE & AUXILIARY APPARATUS DEDUCTION**

*Note: The following change will not be in effect until the owner/agent implements new site software to comply with changing HUD requirements (no later than 1/1/2025)*

For existing residents, who were receiving assistance as of 1/1/2024 and whose assistance calculation included a Medical Expense Deduction or a Disability Assistance Expense Deduction as of that date, the owner/agent will implement a Phase-in Hardship Exemption.

The owner/agent will not implement a Financial Hardship Exemption (General Relief) Policy.

There are two types of Hardship Exemptions related to the Health & Medical Expense Deduction and the Attendant Care and Auxiliary Apparatus Expense Deduction.

1. The Phase-in Hardship Exemption (Relief); and
2. The Financial Hardship Exemption (General Relief).

#### **The Phase-in Hardship Exemption (Relief)**

The Phase-in Exemption is available to those residents who were receiving HUD assistance (MFH or PIH) as of January 1, 2024 and who were receiving either the Medical Expense Deduction or the Disability Assistance Expense Deduction as part of the Assistance Payment calculation as of that date. In these cases, HUD allows owner/agents to "phase in" the Deduction Decrease:

- The deduction will be the amount that is over 5% of Annual Income for the first 12 months of Phase-in.
- The deduction will be the amount that is over 7.5% of Annual Income for the second 12 months of Phase-in.
- After the first 24 months, the deduction will be the amount that is over 10% of Annual Income.

If assistance is terminated (not suspended), the Phase-in Exemption ends.

When an applicant requests and when the owner/agent can verify eligibility for the Phase-in Exemption, the owner/agent will allow the Phase-in Exemption to continue starting with the Move-in/Initial certification.

### **RENT CALCULATION (ALL PROGRAMS REQUIRED)**

The Total Tenant Payment (TTP) will be calculated in compliance with HUD rules. This means that the family will pay the greater of:

1. 10% of Monthly Income;





2. 30% of Monthly Adjusted Income; or
3. Welfare rent (welfare recipients in as-paid localities only); or
4. The \$25 minimum rent (Section 8 only).

In some cases, HUD may provide a Utility Allowance as well. Utility Allowances are deducted from the Total Tenant Payment to determine the Tenant Rent paid each month.

When the rent calculation described above results in a Tenant Rent that is equal to or more than the unit Gross Rent, HUD housing assistance will be terminated for all Section 8 programs except Component 1 PH to PBRA RAD.

Owner/agents are required to ensure that residents pay the correct Tenant Rent based on HUD's requirements.

### **SECTION 8 MINIMUM RENT HARDSHIP EXEMPTION**

The owner/agent, may, at the owner/agent's discretion, grant a Hardship Exemption waiving a family's requirement to pay Section 8 Minimum Rent.

The owner/agent will grant a Section 8 Minimum Hardship Exemption if:

1. The resident or applicant requests a Minimum Rent Hardship Exemption; and
2. The net Cash Value Of Assets for the entire family is \$50,000 or less; **and**
3. The family's total Annual Income is at or below the current Extremely-low Income Limit, **and**
4. The resident participates in a review meeting; and
5. The resident provides required information and signatures within ten (10) business days; and
6. The resident has not provided Notice to Move; and
7. The resident is a resident in good standing and the owner/agent has not indicated intent to terminate assistance and/or terminate tenancy (eviction); and
8. The resident agrees to participate and participates in a review meeting at least every 90 days or upon request by the owner/agent.

The owner/agent must waive the Section 8 Minimum Rent for any family unable to pay due to a long-term Financial Hardship, including the following:

1. The family has lost federal, state, or local government assistance or is waiting for an eligibility determination.
2. The family would be evicted if the minimum rent requirement was imposed.
3. The family income has decreased due to a change in circumstances, including but not limited to loss of employment.
4. A death in the family has occurred.
5. Other applicable situations, as determined by HUD, have occurred.

When an applicant or resident requests a Section 8 Minimum Rent Hardship Exemption, the owner/agent must waive the minimum \$25 rent charge and implement the TTP calculated at the higher of:

- 30% of adjusted monthly income or
- 10% of gross monthly income (or the welfare rent).



The Tenant Rent will not be reduced to zero unless those calculations all result in zero.

If the owner determines there is no hardship, as covered by the statute, the owner must immediately reinstate the Section 8 Minimum Rent requirements. The resident is responsible for paying any minimum rent that was not paid from the date minimum rent was suspended.

If the owner/agent determines that the hardship is temporary, the owner may not impose the Section 8 Minimum Rent requirement until 90 days after the effective date of the certification granting the S8 Minimum Rent Hardship Exemption. At the end of the 90-day period, the tenant is responsible for paying the Section 8 Minimum Rent, retroactive to the initial date of the suspension.

If the hardship is determined to be long term, the owner/agent will exempt the resident from the Section 8 Minimum Rent requirement starting with the effective date of the certification granting the S8 Minimum Rent Hardship Exemption. The Section 8 Minimum Rent Hardship Exemption may be effective until such time that the hardship no longer exists.

The owner/agent will meet with the resident every 90 days, while the suspension lasts, to verify that circumstances have not changed. The length of the Section 8 Minimum Rent Hardship Exemption may vary from one family to another depending on the circumstances of each family.

### **ERRORS CAUSED BY THE OWNER/AGENT, A SERVICE BUREAU OR OWNER/AGENT SOFTWARE**

If the owner/agent determines that an error was made and the family's income was over-reported, the owner must complete corrections to the prior certification(s) affected by the income change.

Once the corrections have been made, the owner must determine the difference between the amount of rent paid and the rent that should have been paid.

- The owner/agent will request a meeting to discuss the error;
- The owner/agent will prepare corrections or new certifications that must be signed by all adult members;
- The owner/agent will provide the family with written notification, which includes:
  - A notice of the change in rent, effective retroactively to when the error occurred;
  - The new monthly rent the tenant is required to pay;
  - The amount of the overpayment of rent due; and
  - A form used by the family choosing whether to:
    - Receive a full refund; or
    - Apply the overpayment to future monthly rent payments.

Please note that any credit will be applied to any outstanding rent payment before calculating the amount due to the resident family.

### **ERRORS CAUSED BY A MEMBER OF THE RESIDENT FAMILY**

If an owner suspects that a resident has inaccurately supplied or misrepresented information that affects the rent or a family's eligibility, the owner must investigate and document the resident file.

If the resident family meets with the owner to discuss the error, and the owner is convinced the submissions were correct, the owner will document the file accordingly and close the investigation.



If, after meeting with the resident family, the owner determines that the provision of inaccurate information was an unintentional program violation, the owner will correct the rent calculation, if applicable, and provide the tenant with notice of the change in rent. If the resident received an improper payment, the resident will be required to return that improper payments, in compliance with the HUD lease.

If the tenant is unable to repay the full amount, the owner and tenant may enter into a repayment agreement.

1. If, after the income adjustment, the family no longer qualifies for assistance, the family may remain in the property subject to making repayments and paying market rent.
2. If the family did not qualify for assistance at MI/IC or no longer qualifies for HUD's PRAC housing assistance program, the owner/agent must terminate tenancy (evict).
3. The owner may terminate tenancy if the resident refuses to pay any new monthly rent or refuses to repay the previously overpaid subsidy (improper payment) pursuant to any Repayment Agreement.
4. The owner may terminate tenancy if the resident refuses to enter in to Repayment Agreement if such an option is offered.
5. If necessary, civil action may be filed to recover the funds.

If the owner determines the resident knowingly provided inaccurate or incomplete information, and this can be substantiated through documentation, the owner will pursue the incident as fraud.

If any adult member of the family fails to meet with the owner/agent as requested, the owner/agent will initiate termination of tenancy (eviction) in compliance with HUD's guidance.

### **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
- Any member of the household fails to provide changed household information to the management company as indicated
- The owner/agent is unable to contact the applicant via US Mail (letters undeliverable or returned) and/or by phone (number disconnected or changed)
- Any member of the household has a record of eviction, for lease violations, from any property managed by Amos Towers or any owner/agent of Amos Towers
- Any member of the household has a record of eviction, for lease violations, from any property within the last three years
- There is record of outstanding or overdue payments to a previous landlord
- There is record of outstanding or overdue payments to HUD
- There is record of outstanding or overdue payments to utility providers



- Any member of the household refused to allow treatment of unit contents, at the cost of the owner/agent, when there is history of the presence of bed bugs, fleas, or other parasites
- 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 take possession of the unit within 30 days
- The household is unable to pay the first month's rent (TTP)
- The household refuses two or more unit offers

### REJECTION NOTICES

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

### APPEALING THE DECISION TO REJECT

Any applicant may make a request to appeal the denial in writing **fourteen (14) calendar days from the date of the rejection**.

The owner/agent will accept the request in an equally effective manner, as a reasonable accommodation, if there is the presence of a disability. Such requests are to be submitted to the property management office.

If there is no appeal request **within fourteen (14) 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 within five (5) business days of the meeting.

### OFFERING AN APARTMENT

When a unit becomes available and eligibility is determined, available units will be offered using one or more of the following methods:

- In writing
- Over the phone
- By email

If the owner/agent is unable to contact the household (Head-of-Household (HOH)) within five (5) business days from the date of the letter, the offer will be cancelled and the apartment will be offered to the next applicant based on the selection criteria described in this plan.

Failure to respond to the owner/agent will be considered a refusal of the unit offer. (See Right to Refusal policies.)



**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 effort 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, at the household's expense, 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.

**OFFERING UNITS TO APPLICANTS WITH DISABILITIES 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.

The HUD 202/8 program contract specifies that 10% of the Section 8 units must be made accessible in compliance with federal guidance. The contract also specifies that any non-elderly family must require an accessible unit. It is also important to note that these accessible units are not "reserved" for non-elderly families but must be made available to both elderly and non-elderly families as necessary. In consideration of that, an eligible non-elderly household will only be offered an accessible unit.

**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.

**RIGHT TO REFUSAL**

The Right to Refusal Policy applies to applicants and existing residents who have submitted a Unit Transfer Request. Residents requesting unit transfer and applicants will be offered available units based on the information included in this resident selection plan.



## Resident Selection Plan 202/Section 8

Each household will be offered the opportunity to accept an offered apartment two (2) times. If a resident/applicant does not wish to accept an offered apartment, they have the right to refuse the offer.

Residents/applicants must notify the owner/agent of their intent to refuse the unit offer by using one or more of the following methods:

- In writing (delivered by fax, mail or other means)
- By email
- Over the phone

***Note: If the refusal is made over the phone, contact must be made with a member of the management staff. Leaving a message is not adequate.***

The first time an applicant or resident refuses a unit, the unit will be offered to the next qualified household based on the selection order described above. The applicant or resident will retain the same place on the waiting list. The second time an applicant or resident refuses an offered unit, the household will be removed from the waiting list.

Right to refusal policies will be modified in five cases:

1. If a disabled applicant or resident is at the top of the waiting list, they will be offered units as they become available regardless of whether they include accessible features. A disabled household has the right to refuse an unlimited number of non-accessible units or units that do not meet specific accessibility requirements. Note: *Certain restrictions apply to non-elderly disabled households when HUD's program eligibility requires the need for an accessible unit.*
2. If an applicant or resident household with no disabled members is at the top of the waiting list, and there are no disabled households on the waiting list, that household may be offered an accessible unit. An applicant household with no disabled household members has the right to refuse an unlimited number of accessible units or units that do not meet their needs.
3. Any applicant may reject an available unit on a property set aside for the elderly and/or disabled if this unit is close to another unit with an animal. This action will not negatively affect the household's application for occupancy or position on the waiting list to be eligible for the next available unit. The owner/agent is not obligated at the time the applicant rejects a unit to provide an alternate unit.
4. The applicant or resident qualifies for a VAWA Emergency Transfer and the person who is a victim of a VAWA crime or the person who is affiliated with the person who is a victim of a VAWA crime does not consider the unit "safe".

### **TIMEFRAME FOR TAKING POSSESSION OF A UNIT**

The applicant must agree to take possession of a unit in no more than thirty (30) calendar days unless the owner/agent provides written exception to this policy.

If the applicant household does not complete appropriate paperwork and does not take possession of the unit within thirty (30) days from accepting the offer, the applicant will be subsequently rejected and removed from the waiting list. (Extenuating circumstances related to verified medical situations will be considered.)

The owner/agent reserves the right to refuse subsequent applications. The unit will be offered to the next eligible applicant/resident.

### **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 need for a reasonable accommodation or 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
5. The resident has requested and qualifies for a VAWA Emergency Transfer

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 need for a reasonable accommodation or a verified medical need for a different 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.
- The resident has requested and qualifies for a VAWA Emergency Transfer
- The resident has requested and qualifies for a transfer based on imminent threat not associated with a VAWA crime There is a change in household size that makes the current unit too large or too small for the family based on the owner/agent's occupancy standards

Except under specific circumstances, 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 months
- 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

### **SECURITY DEPOSITS, PET 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 and pet deposit to the new unit. The resident will receive a bill for fees and/or damages. This bill must be paid within 30 days.

### **HOUSEHOLD SPLIT**

In some cases, a household may split. A Split Household is defined as one assisted household becoming two or more assisted households.

This happens when one or more household members move out of the unit in to a new unit. Some of the original household members remain in the original unit.

When this happens, those members establishing a “new” household will be treated as applicants with a preference. New application documents must be completed and submitted to the owner/agent.

The “new” household must be eligible and must meet all screening requirements. The resident selection plan in effect at the time of the final eligibility determination will be used.

*Please note: Special consideration applies to people who are victims of VAWA crimes or people who are affiliated with victims of VAWA crimes – specifically when the accused perpetrator lives in the unit. Please review the VAWA policy – Lease Bifurcation - in Appendix E or contact property staff for additional information.*





### SECURITY DEPOSITS, PET DEPOSITS & HOUSEHOLD SPLITS

If the household “splits” and one or more residents remain in the original unit, the original security deposit will remain with the original unit and a new security deposit will be collected for the new unit.

If a pet remains in the original unit, the pet deposit will remain with the original unit.

If all pets are being moved to the new unit, the pet deposit will transfer to the new unit. The pet owner/resident will receive a bill for fees or damages caused by the pet. This bill must be paid within 30 days.

### INTERIM RECERTIFICATION - REPORTING CHANGES BEFORE NEXT ANNUAL RECERTIFICATION (AR)

Resident family composition, income and expenses are reviewed at least Annually.

Residents are required to report changes, between Annual Recertification, based on requirements outlined in the HUD Model Lease and the House Rules. Changes that result in an income increase or removal of a member must be reported within 30 days. The addition of a new resident (except minors) must be approved before the new member moves in to the unit. Failure to notify the owner/agent before a new member is added is a material lease violation and may result in termination of tenancy. Addition of new minors must be reported as quickly as possible, but not later than the date the next rent payment, is due after the minor is added.

If the change reported results in a decrease to family income, the owner/agent will process an Interim Recertification (IR), adjusting rent, when that reduction results in a decrease of the family’s Annual Adjusted Income of 10% or more.

Based on the rules below, the owner/agent will submit an Interim Recertification, if the resident reports one or more changes resulting in a 10% increase to Annual Adjusted Income.

Changes to earned income will not be considered unless an Interim Recertification, reducing income, has been submitted since the last AR.

If the change is not related to earned income, and results in an increase of the family’s Annual Adjusted Income of 10% or more, the owner/agent will complete an Interim Recertification adjusting rent. This is true unless the resident reports a change in a reasonable amount of time, in compliance with the owner/agent’s policy, and the change is reported within 3 months of the next Annual Recertification Date.

If the reported change includes an increase to earned income, but an IR reducing income has not been completed since the last AR, the owner/agent will document the resident file and will only consider changes not related to earned income, when determining if the Annual Adjusted Income has increased by 10% or more. If an IR reducing income has been completed since the last AR, the owner/agent will complete an IR, including any increase to earned income, unless the change is reported within 3 months of the next Annual Recertification Date.

If all adult family members comply with reporting requirements, rent changes will be implemented as follows:

1. Rent increases. If the rent increases, the owner will give the tenant 30 days advance notice of the increase. The effective date of the increase will be the first of the month after the end of the 30-day period.
2. Rent decreases. If the rent will decrease, the change in rent is effective on the first day of the month after the date of action (e.g., first of the month after the date of loss of employment.) A 30-day notice is not required for rent decreases.



If all adult family members do not comply with the reporting requirements, and the owner discovers the tenant has failed to report changes as required, the owner will implement rent changes as follows:

1. Rent increases. Owners must implement any resulting rent increase retroactive to the first of the month following the date that the action occurred.
2. Rent decreases. Any resulting rent decrease must be implemented effective the first rent period following completion of the recertification. The owner/agent will make rent decreases retroactive under certain circumstances. If extenuating circumstances exist (504, VAWA, LEP), the retroactive decrease is applied the later of :
  - a. The first of the month following the date of the change that led to the decrease; or
  - b. The first of the month following the effective date of the most recent full certification.

### CHANGES IN HOUSEHOLD COMPOSITION

#### ADDING HOUSEHOLD MEMBERS AFTER INITIAL OCCUPANCY

The owner/agent must approve any new adult household member **before** he/she moves in to 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.

When a change in family composition is reported in Section 202/8 projects, adult children are eligible to move in after initial occupancy only if they are essential for the care or well-being of the elderly tenant(s). They are considered a part of the family and their income must be counted.

The adult children are required to sign a release form relinquishing any future rights to the unit as a remaining member of the tenant family, as they qualify for occupancy only as long as the individual needing the supportive services is in occupancy.

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.

### **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.

### **APARTMENT 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.

### **CHANGES TO THE RESIDENT SELECTION PLAN**

Applicants will be notified in writing when the resident selection plan undergoes significant change or when preferences are added or removed. At that time, applicants will be:

1. Given an opportunity to review the new plan
2. Notified of changes to preferences
3. Asked if they wish to remain on the waiting list

If the applicant household does not respond, that household will be deemed ineligible and removed from the waiting list. The current resident selection plan, in place at the time of final eligibility determination, will be used to make a final decision to approve or reject the application.

### **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.

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.

At the time of application, all applicants are provided with a copy of the Reasonable Accommodation - Modification Policy. This is provided as part of the Application Package or, upon the applicant's request, the Policy will be provided in an equally effective format.

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.

Residents and applicants may contact the management office located within their property for information about requests.

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:

1. Request Approval
2. Request Denial
3. Request for Additional Information or Verification of Need

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.

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.



### 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.

### 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
  - United States (U.S.) Passport
  - U.S. birth certificate
  - Other documentation as provided by HUD or DHS
- From non-citizens claiming eligible status who is 62 or older:
  - A signed declaration of eligible immigration status and
  - Proof of age
- From non-citizens claiming eligible status who is not 62 or older:
  - A signed declaration of eligible immigration status **and**
  - A signed consent form **and**
  - 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”;
      - “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.

### **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 will treat applicants consistently.

### **REVIEWING AND VERIFICATION OF A HOUSEHOLD'S CITIZENSHIP/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

**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.

### **NOTIFICATION TO 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 will notify applicants and/or residents in writing if they are found to be ineligible based upon citizenship/immigration status.

### **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

### **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 applicant or resident may appeal the owner/agent's decision directly to the DHS. The applicant or resident must send a copy of the appeal directly to the owner/agent. The DHS should respond to the appeal within thirty (30) days.

If the DHS decision results in a positive determination of eligibility, the owner/agent can provide the appropriate housing assistance. If the DHS decision results in a negative determination of eligibility, the household has **thirty (30) days** to request a hearing with the owner/agent.

### **PROHIBITION AGAINST DELAY OF ASSISTANCE**

Owner/agents may not delay the household's assistance if the applicant or resident submitted immigration information in a timely manner but the DHS verification or appeals process has not been completed.

If a unit is available, the household has come to the top of the waiting list, and at least one member of the household has submitted the required documentation in a timely manner and has been determined to be eligible, the owner/agent will offer the household a unit and provide full assistance to those household members whose documents were received on time. The owner/agent will continue to provide full assistance to such households until information establishing the immigration status of any remaining non-citizen household members has been received and verified.



**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.



### APPENDIX D – VERIFICATION OF HOUSEHOLD COMPOSITION

In compliance with HUD's Rental Housing Integrity Improvement Project (RHIIP), 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:
  - Dru Sjodin Sex Offender Registry
  - Megan's List
  - State or Federal Sex Offender Registries

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 fourteen (14) consecutive or non-consecutive nights in a one-year period.

If the owner/agent suspects that a guest should actually 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 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 (30) 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
  - Adoption paperwork indicating that a household member is a parent as appropriate; or
  - Verification from the foster agency indicating the unit as the primary residence of the foster child as appropriate; or
  - 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
  - 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



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- 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.)
- Verification from a medical professional in the know indicating that the unit will be the primary residence for the minor
- 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.)
- 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.



### **APPENDIX E – FAIR HOUSING & OTHER CIVIL RIGHTS PROTECTIONS**

#### **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 Pennsylvania has added Fair Housing protections based on

- Race
- Color
- National Origin
- Religion
- Sex Familial Status
- Disability
- Age (over 40 in housing)
- Ancestry
- Pregnancy

#### **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.

#### **SECTION 504 OF THE REHABILITATION ACT OF 1973**

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.

#### **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. Please see Appendix A for additional information.

#### **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.

#### **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*.



### PROTECTIONS PROVIDED UNDER THE VAWA

Please see the Property VAWA Policy for a more detailed explanation of the process used to assist you in exercising protections provided under VAWA.

The Violence Against Women Act (VAWA) provides protections to women or men who are applicant to or residents of any “covered housing program” and who are the victims of domestic violence, dating violence, sexual assault and/or stalking – collectively referred to as VAWA crimes. The owner/agent understands that, regardless of whether state or local laws protect victims of VAWA crimes, people who have been victims of violence have certain rights under federal fair housing regulation.

This policy is intended to support or assist victims of VAWA crimes and protect victims, as well as affiliated persons, from being denied housing or from losing their HUD assisted housing as a consequence of their status as a victim of VAWA crimes.

VAWA protections are provided to affiliated persons which are defined as follows:

1. A spouse, parent, brother, sister, or child of the victim, or a person to whom the victim stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of the victim); or
2. Any individual, resident/applicant, or lawful occupant living in the household of that individual.

Other than what is described above, 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 a VAWA crime.

Unless such requirements interfere with protections provided under the VAWA, being a victim of a VAWA crime is not reason to change the screening requirements set forth in the Tenant Selection Plan.

*For example: An owner/agent may waive the requirement to review landlord history for an applicant if the victim has provided necessary documentation to certify their status as a victim of a VAWA crime and if contacting a previous landlord would put the applicant’s location at risk of exposure to the accused perpetrator/imminent danger.*

Eligibility requirements for housing programs cannot be modified. Being a victim of a VAWA crime does not automatically make a person eligible for housing assistance.

Being a victim of a VAWA crime is not reason to waive requirements set forth in the HUD Model Lease or in any lease attachment or HUD approved lease addendum unless being a victim of a VAWA crime was the cause of the lease violation.

*For example: An owner/agent may waive the requirement for a 30-day notice to vacate if the victim has provided necessary documentation to certify their status as a victim of a VAWA crime and the resident wishes to move to elude the accused perpetrator.*

When applicable, the resident will be required to work with the owner/agent to reduce the likelihood of future lease violations.

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 or the property staff immediately.





The owner/agent is committed to ensuring that the Privacy Act is enforced in this and all other situations.

HUD Form 5380 *Notice of Occupancy Rights under the Violence Against Women Act* provides notice to the resident/applicant of the confidentiality of information about a person seeking to exercise VAWA protections and the limits thereof. The identity of the victim and all information provided to the 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

1. Requested or consented to by the victim in writing for a limited period of time; or
2. Required for use in an eviction proceeding or termination of assistance; or
3. Otherwise required by applicable law.

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

### Requests & Certification

The person seeking VAWA protections may make a request for a VAWA accommodation in any reasonable manner. The resident/applicant may:

- Complete a VAWA Request Form provided by the owner/agent
- Submitted a written request (*including email but not texting*)
- Make a personal (oral) request either in person or via phone/Facetime, etc.

Once a request is made, the owner/agent requires that the applicant certifies their status as a victim of a VAWA crime or as a person affiliated with a victim of a VAWA crime using one of the following methods. Applicants and residents decide which method is used to certify their status as a victim of a VAWA crime or as someone affiliated with a victim of a VAWA crime. (*See the property VAWA Policy for additional information about certification*).

The victim is not required to name his/her accused perpetrator if doing so would result in imminent threat or if the victim does not know the name of his/her accused perpetrator.

The person seeking VAWA protections will have thirty (30) calendar days from the date of the written request to provide certification.

This certification may be submitted in an equally effective manner, as a reasonable accommodation, if there is the presence of a disability.

If the owner/agent receives documentation that contains conflicting information (*including certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator*), the owner/agent will require an applicant or tenant to submit third-party documentation, as provided by HUD, within thirty (30) calendar days of the date of the request for the third-party documentation.

To ensure that a person is not wrongly accused of committing an act 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.



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The owner/agent will review and respond to requests to exercise protections provided under the VAWA as quickly as possible but within no more than 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 for a specific VAWA accommodation
- Denial of the Request for a specific VAWA accommodation
- Request for additional information or Request to Meet

If the request is denied, the person seeking VAWA protections will have the right to appeal. Requests to appeal must be received within ten (10) business days of the date of the denial. When requested, the appeal will be held with someone who was not involved in the original decision to deny. The owner/agent will grant a reasonable accommodation when there is the presence of a disability.

### **Lease Bifurcation**

If the owner/agent determines that physical abuse caused by a resident is clear and present, the law provides the owner/agent the authority to bifurcate a lease (*i.e., remove, evict, or terminate housing assistance to any accused perpetrator*), while allowing the victim, who lawfully occupies the home, to maintain tenancy.

The owner/agent may attempt to evict the accused perpetrator, 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.

The resident must keep in mind that eviction of or termination action 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 and persons affiliated with 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”.

### **Legal Action**

Victims are encouraged to seek police/legal protection from their accused perpetrator. In some cases, the owner/agent may file a restraining order against the accused perpetrator to prevent the accused perpetrator from entering the property.

The VAWA does not limit the authority of an owner/agent, when notified of a court order, to comply with a court order with respect to:

- The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
- The distribution or possession of property among members of a household.

### **Termination of Tenancy or Termination of Assistance**

The VAWA does not limit an owner/agent’s authority to deny, evict or terminate assistance to a resident/applicant for any violation that is not the result of an act of domestic violence, dating violence, sexual assault, or stalking.

The owner/agent will not subject the resident/applicant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other resident/applicants in determining whether to evict or terminate assistance.



The VAWA does not limit an owner/agent's authority to deny, terminate assistance to, or evict a resident/applicant under a covered housing program when the owner/agent can demonstrate an actual and imminent threat (*to other resident/applicants or those employed at or providing service to property of the covered housing provider*) would be present if that resident/applicant or lawful occupant is not evicted/terminated. In this context, words, gestures, actions, or other indicators will be considered an "actual and imminent threat" if they meet the standards provided in the definition of "actual and imminent threat".

*Note: **Actual and imminent threat** refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.*

Determinations about the presence of imminent danger will not be based on stereotypes, but will be tailored to particularized concerns about individual residents.

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.

Any eviction or termination of assistance, will be initiated only when there are no other actions that could be taken to reduce or eliminate the threat. Examples of such action include, but are not limited to:

- Transferring the victim to a different unit when doing so would reduce or eliminate the threat – *Also see Addendum A for information about VAWA Emergency Transfers,*
- Barring the perpetrator from the property,
- Contacting law enforcement to increase police presence
- Develop other plans to keep the property safe, or
- Seeking other legal remedies to prevent the perpetrator from acting on a threat

### Lease Addendum

The HUD approves lease addendum will be implemented and provided in accordance with HUD guidance.