

# TENANT SELECTION PLAN

FOR

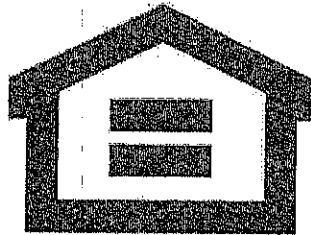
Gloucester Township Housing Authority  
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Owner

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January 22, 2014  
[Revised June 28, 2017]  
[Revised April 30, 2018]  
[Revised July 20, 2018]



EQUAL HOUSING  
OPPORTUNITY

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*Kimberly Berger*  
7/25/18

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# Tenant Selection Plan

## Overview

The day to day operations of **Senior Campus 1** is managed by the **Gloucester Township Housing Authority**, under the immediate supervision of the **Executive Director**.

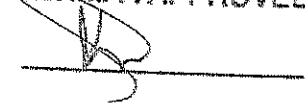
**Senior Campus 1**, is a low-income tax credit project with initial occupancy in 2000. The property has been designated to serve elderly persons 62 years and older without regard to race, color, religion, disability, familial status, national origin or gender. We do not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities.

**Senior Campus 1** shall comply fully with Federal Fair Housing Laws. Applicants will not be discriminated against with regard to race, color, religion, gender, and disability, familial status, national origin or other class protected by State or local law.

Gloucester Township Senior Campus 1 is an affordable housing development with 75 apartments for seniors 62 and older. Located on 5 acres of Historic land known as Lakeland in Gloucester Township, Camden County, Senior Campus 1 consists of sixty-nine,708 square foot one-bedroom apartments and six,856 square foot two bedroom apartments.

Income must fall within 20%-50% of the area median income adjusted for family size as listed in the Income Limits published yearly by the NJHMFA. Income Limits and Rents - See ADDENDUM TO GTHA SELECTION PLAN

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## PROCEDURES FOR ACCEPTING APPLICATIONS

Anyone who wishes to secure housing must fully complete the Application for Residency. Management shall provide a packet of information including: A welcome letter, Unit Floor Plan, Application Income Guideline Sheet, Tenant Selection Plan and, an Application for Admittance to interested persons.

Upon receipt of a completed application the Applicant will receive one of the following from Management:

- A letter to acknowledge receipt of the completed application and notification of its addition to current waiting list.

The following criteria will be determined at the time of application:

- Make an initial determination of the income eligibility of the household;
- The size of the unit desired or needed and sufficient information to screen Applicant's prior landlord history.
- The Applicant will be required to give consent to management's requirement to secure a credit and criminal background history and must provide sufficient information to enable management to secure such reports.

All other interested persons may access the project's website for more information at:  
<http://www.gthousingauthority.org>

## PROJECT ELIGIBILITY REQUIREMENTS


The head of household, co-head and spouse/roommate must be sixty-two (62) years of age. The unit for which the applicant is applying must be used as the family's only residence. An applicant must agree to pay the rent required by the program under which the applicant will receive assistance.

## CITIZENSHIP REQUIREMENTS

By law, only U.S. citizens and eligible noncitizens may be eligible for occupancy.

- Management determines the applicant's citizenship or immigration status during the initial eligibility determination, prior to move-in.
- As part of the annual or interim recertification process, Management must determine the citizenship/immigration status of tenants from whom the owner has not previously collected the proper documentation or whose documentation suggested that their status was likely to change.
- If the status of a family member in a mixed family changes from ineligible to eligible, the family may request an interim recertification.
- The required evidence of citizenship/immigration status for any new family member must be submitted at the first interim or regular recertification after the person moves to the unit.

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## **SOCIAL SECURITY NUMBER REQUIREMENTS**

As of January 31, 2010, all household members must disclose and document Social Security numbers for all members including children age six (6) and older. Live-in Aides and foster children are also subject to the SSN requirements.

The only exceptions to this requirement are for tenants age 62 or older as of January 31, 2010, whose initial determination of eligibility was begun prior to January 31, 2010, and individuals who have not claimed eligible immigration status. The exemption for persons 62 and older does not apply to new Applicants coming into your property unless they were already receiving federal Housing assistance somewhere else on January 31, 2010.

Applicants have 90 days from the date they are offered an available unit to disclose their SSN.

All information reported by the family is subject to verification.

All adults in the applicant's family must sign verification consent form for management to verify all information prior to coming into the property and annually thereafter.

An applicant may be receiving subsidy elsewhere at the time of the application process; however, once the applicant is accepted as a resident of **Senior Campus 1**, he/she may not receive subsidy anywhere else.

Individuals who have already disclosed a valid SSN do not have to re-disclose their SSN. However, any affected tenants must provide verification of SSNs at the time of their next interim or annual Recertification.

## **INCOME LIMITS**

Income must fall within 20%-50% of the area median income adjusted for family size as listed in the Income Limits published yearly by the NJHMFA. See ADDENDUM TO GTHA SELECTION PLAN

## **PROCEDURES FOR SELECTING APPLICANTS FROM THE WAITING LIST**

When an appropriate unit is available, management shall review the waiting list to identify the next applicant's name is in chronological order at the top of the list.

Management shall:

- Interview the Applicant
- Confirm and update all information provided on the application.
- Obtain current information of income, expense and Family Composition as applicable and necessary to verify eligibility and compute the resident's share of the rent.

The Applicant shall be informed that a final decision on eligibility cannot be made until all verifications have been completed and current income has been verified.

Former residents desiring to return to the property must re-apply; meet all Owner requirements, and be placed on the waiting list.

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Management is responsible for accepting from the waiting list.

## APPLICANT SCREENING CRITERIA

### Ensuring That Screening is Performed Consistently

Management shall apply the criteria consistently to all applicants. To ensure that all applicants are treated consistently during the screening process:

1. Management shall conduct screening to reduce inconsistencies.
2. Standard forms designed to meet screening criteria shall be used to screen all applicants.
3. Use objective criteria:

• For example, when interviewing an applicant's former landlord about rent payment and rental history, Management shall ask fact-based questions. Avoid subjective questions that ask for opinions or do not directly relate to the tenant's ability to meet the requirements of the lease.

#### Sample of appropriate questions to ask:

- a. Was the tenant ever late with a rent payment? If yes, when and how many times was the tenant late?
- b. Did other lease violations occur? If so, what were they? How frequently did each of the other lease violations occur?
- c. Was the tenant ever cited for disturbing behavior? How often?
- d. Did the tenant violate house rules? What rules were violated, and how many times did violations occur?
- e. Was the tenant evicted?

#### Sample of inappropriate questions to ask:

- a. Did the tenant's boyfriend/girlfriend visit often?
  - b. Did the tenant make lots of complaints to the Owner?
  - c. What is the tenant's reputation?
- Follow a formal, written process for collecting information. Do not take into consideration informal or "gossip" about an applicant. Such information may be discriminatory and will affect applicants inconsistently since the Owner does not collect it for all applicants.

Management shall use the following guidelines and/or consider the following factors in screening Applicants for occupancy:

#### Screen for Credit History

Examining an applicant's credit history is one of the most common screening activities. The purpose of reviewing an applicant's credit history is to determine how well applicants meet their financial obligations. A credit check can help demonstrate whether an applicant has the ability to pay rent on time.

Management shall use two primary sources to determine rental and credit history:

- Obtain two positive landlord references covering a period of five (5) years. Management shall rely more on former landlords than current landlord. Former landlords do not have a reason to provide misleading information, and therefore may provide accurate references. The landlord verifications will be made during the initial screening process and when an apartment is available. A positive landlord reference would include:

- Rent was paid and in a timely manner;
- Applicant must show compliance with facility and lease policies
- Property was left in an acceptable condition with any back balances paid in full.
- In the event that a landlord reference is unavailable or if an Applicant is presently residing with family members the **Landlord Verification Form** will be waived.

#### Secure Screening for Credit and Criminal Background Checks

Management will order credit and criminal background reports for each Applicant. These companies charge a fee for this service but cannot pass the fee/charge to the applicant.

Review the report to determine the applicant's history of meeting financial obligations including payments for rent, utilities, loans, revolving credit cards and other obligations. Verify that no collection or outstanding balance due for rental or housing related activity such as utility payments or property management companies, or eviction.

### Rejection Criteria

Management may reject an applicant for a poor credit history but must not reject an applicant for lack of a credit history. Applicants with poor or unacceptable Credit Histories may still be permitted to move in. Consideration will be granted on the Person's individual situation. The Applicant's will be given an opportunity to provide an explanation and request further consideration.

#### Examples of unacceptable credit history is one that reflects the following:

- Consistent, past-due payments of more than 90 days; A history of repeated insufficient fund checks;
- Derogatory credit (repossessions, foreclosures, judgments, collections, charge-offs, liens, bankruptcy not yet discharged, etc.);
- Delinquent or charge off debt due other apartment communities; Unpaid utility company collections which would prohibit applicant from obtaining services.
- Failure to cooperate with re-certification procedures
- Violation of house rules
- Previous evictions for lease violations
- History of disruptive behavior
- Poor housekeeping practices
- Any household member who has a history or pattern of alcohol abuse and whose behavior would interfere with others' health, safety and right to peaceful enjoyment.
- Any household member currently engaging in or has engaged in violent criminal activity or other criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, or the site's employees, contractors, or agents
- Termination of assistance for fraud
- A household in which any member is currently engaged in illegal use of drugs or for which the owner 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;
- Any household member is a convicted felon or convicted of repeated misdemeanors
- Any household member who is subject to a state sex offender lifetime registration requirement

## There are two exceptions to the above provisions:

- The evicted household has successfully completed an approved, supervised drug rehabilitation program, OR the circumstances leading to the eviction no longer exist (e.g., the household member no longer resides with the applicant household).
- The owner shall require written evidence that the members of the household are not and have not engaged in criminal activity for a reasonable period of time – seven (7) years or longer. The owner shall require the household member to submit documentation to support the reconsideration of the decision which includes:
  1. A certification that states that she or he is not currently engaged in such criminal activity and has not engaged in such criminal activity for seven (7) years or longer.
  2. Supporting information from such sources as a probation officer, social service agency worker or criminal record(s) that can be verified by the owner.

## REJECTING INELIGIBLE APPLICANTS

Applicants may be rejected if:

- They are ineligible, as defined in paragraph, (B) Eligibility Requirements
- They do not meet the OWNER'S TENANT SELECTION CRITERIA;
- They are unable to disclose and document all Social Security numbers.
- They are unable to disclose all information to verify household composition.
- They failed to sign and submit verification consents:
  - a. Tenant Income Certification (TIC)
  - b. Relevant individual verification consents.

## Applicants may be denied particular units and placed on a waiting list if:

The household characteristics are not appropriate for the type of unit available at Senior Campus 1.

EXAMPLE: There's only a unit equipped for the handicapped available and the following is true:

- The applicant's household does not include an individual requiring the features of the unit and b) there are either tenants in the project or applicants on the waiting list who desire such unit and either head of household or spouse requires the features of the unit.

In the event that an applicant is rejected, the applicant will receive written notification from the Senior Campus 1 management. The applicant shall have fourteen (14) days from the date of the letter to respond in writing or to request a meeting to discuss the rejection. Persons with disabilities have the right to request reasonable accommodations to participate in the informal hearing process. Responses should be directed to: Kelly A. Matthews, Board Chair, 405 S. Woodbury Turnersville Road, Blackwood New Jersey 08012

When an applicant is rejected, more detailed information concerning appeal rights will be furnished at the time of rejection. If the applicant appeals the rejection, the Owner shall give the applicant a written final decision within 5 days of the response or meeting.

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Management Agent shall keep the following materials on file for at least 3 years:

- Application
- Initial rejection notice
- Any applicant reply, Owner's final response, and
- All interview and verified information on which the Owner based the rejection.

## PROHIBITED SCREENING

- Applicants shall not be required to submit physical examinations or medical testing as a condition of admission.
- Applicants shall not be required to donate, contribute or pay a membership fee as a condition of admission. No other payment shall be required other those provided in the lease.

## CHANGES IN INCOME FOR WAITING LIST APPLICANTS

When an Applicant's name reaches the top of the waiting-list and his/her income has changed, and now exceeds the HMFA income guidelines, Management will give written notice advising the Applicant that:

- (1) He/she is not presently eligible for assistance under the program and that his/her name will be removed from the waiting list.
- (2) His or her name will be removed from the waiting list until such changes occur with their income or family size.
- (3) Management shall retain copies of all such notices attached to the Applicant's Application.

## OCCUPANCY STANDARDS

Management will consider the size of the unit, the size of the bedrooms, and the number of bedrooms so long as their policy allows for family preferences (within HUD guidelines) to be considered. The Owner has developed and implemented, occupancy standards that must take into consideration the following factors:

- The number of persons in the family;
- The sex and relationship of family members;
- The family's need for a larger unit as a reasonable accommodation; and
- Balancing the need to avoid overcrowding.

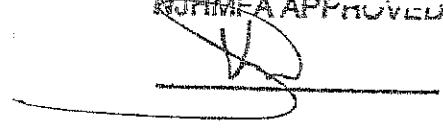
Residents will be required to meet and verify the following State and HUD standards for occupancy:

### Household Members

Unit Size  
1 bedroom

Maximum Persons  
2

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Household members include all full-time members of the Elderly Household. Elderly household means a family whose head or spouse or sole member is a person who is at least (62) years of age or older. Live-in attendants: A person who resides with one or more elderly person (s) or person (s) with disabilities, and who:

- is determined to be essential to the care and well-being of the person (s)
- is not obligated for the support of the person (s), and
- would not be living in the unit except to provide the necessary supportive services

The live-in aide qualifies for occupancy only as long as the individual needing supportive services requires the aide's services and remains a tenant, and **MAY NOT** qualify for continued occupancy as remaining family member. Management will use the HMFA approved Lease Addendum to deny/evict from occupancy, any person(s) who are longer eligible to reside in the unit.

## UNIT TRANSFER POLICIES & MEDICAL TRANSFER REQUESTS

- Our in-house transfer policy shall be established in accordance with HUD's policies. Any in-house tenants will receive priority status to transfer to another available apartment when the need is based on a medical reason; change in family or the need for a more accessible unit arises.
- **Medical Transfers:** A certified physician must certify a unit transfer for a medical reason in writing. Medical transfer requests will be placed on a "first come, first served" basis waiting list to obtain one of the four handicap units, if available at the time of the request.
- Eligible tenants must submit a written request for the transfer to Management.
- All other transfer requests will be placed on an in-house "first come, first serve" basis waiting list, in the order of the date they are received.

## POLICY TO COMPLY WITH THE FAIR HOUSING ACT

- A Reasonable Accommodation as defined by the Fair Housing Act is any accommodation by management in rules, policies (including acceptance of assistance animals as an exception to a Pet Policy), and practices of services to give a person with a disability an equal opportunity to use and enjoy a dwelling unit or common space. It is your responsibility to inform management of any situation where a Reasonable Accommodation is needed.
- Reasonable Accommodations should be submitted in writing. If unable to provide the request in writing, please notify management. Reasonable structural modifications to units and/or common areas that are needed by applicants and tenants with disabilities may be approved and funded by the project, unless these modifications would change the fundamental nature of the project or result in undue financial and administrative burdens.
- Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, religion, sex, disability, familial status, or national origin.

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## POLICIES FOR OPENING AND CLOSING THE WAITING LIST FOR THE PROPERTY

Management shall monitor the vacancies at the property and the waiting list regularly to ensure that there are enough applicants to fill the vacancies. If there aren't enough applicants to fill potential vacancies, the Owner will not close the waiting list.

Furthermore, Management shall monitor the waiting list to make sure that they do not become so long that the wait for a unit becomes excessive. The methods of advertising used to announce opening and closing of the waiting list should be described.

- a. The waiting list may be closed for one or more unit size when the average wait is excessive (e.g., one year or more occupancy needs).
- b. When the Owner closes the list, Management must advise potential applicants that the waiting list is closed and refuse to take additional applications.

The dates, times, address where families may apply.

The notices will provide potential Applicants with information that includes the project's address and telephone number, management contact information, how to submit an application, information on eligibility requirements.

Upon request from a person with a disability, additional time will be given as a reasonable accommodation for submission of an application after the closing deadline. This reasonable accommodation is to allow persons with disabilities the greatest possible opportunity to submit an application.

## UPDATING THE WAITING LIST

Any application meeting the requirements as stated in the **Project Eligibility and Applicant Screening Criteria** sections will be placed on the wait list by Management.

One's place on the waiting list is determined by the date on which all application materials are received at the office; however, acceptance to the waiting list does not automatically guarantee eligibility for an apartment. Further screening as described in the applicant screening criteria section will be completed at the time an apartment is offered.

- The initial application shall be timed and dated when received.
- It is the responsibility of the Applicant to contact Management every 6-months to remain current on the waiting list.
- Applicants on the waiting list are required to recertify their income annually in order to remain on the waiting list.
- Management will update this information concurrently with the Annual Income Re-certification performed for residents currently residing at the project.
- Preference in Selection of Tenants. In selecting applicants for assistance in Senior Campus housing, Gloucester Township residents will be given preference at all times. In addition, a preference will be given to families as follows:
  - A Gloucester Township resident or retired Gloucester Township employee.
  - A household with a valid housing choice voucher
  - A veteran

- o A currently enrolled member of the Carol Norcross Social Wellness Center Senior Day Program or retired Camden County employee.
  - A Gloucester Township resident is defined as follows:
    - An applicant who resides in Gloucester Township at the time they submit their application or moves to the Township while on the waiting list.
    - An applicant who is working in Gloucester Township.
    - A senior citizen who is the parent of a Gloucester Township resident who has lived in the municipality for at least one year or works in Gloucester Township.

## TENANT SELECTION PLAN

Management Agent shall review/update the TSP at least annually to ensure that it reflects current operating practices, program priorities and requirements.

## POLICIES FOR NOTIFYING APPLICANTS OF CHANGES IN THE TENANT SELECTION PLAN

- Management shall send to all applicants on the waiting list by mail (U.S. postal system), a letter indicating that a change has been made in the Owner's Tenant Selection Plan.
- Management shall retain copies of such notices attached to each applicant's application form/attachments.
- Management shall provide copies of the Tenant Selection Plan to waiting list applicants.
- A copy of the TSP shall also be made available on the Project's website.

## CHARGES FOR FACILITIES AND SERVICES

Management must not collect any money from tenants at initial occupancy other than rent and the maximum HMFA allowed security deposit unless they receive HMFA approval to do otherwise.

## RENT PAYMENT

All rent is due on the 1st of each month; however, the tenant is allowed up to (5) days to pay his/her rent. Management may deduct accrued, unpaid late rent, and damages from the tenant's security deposit at the time of move-out if permissible under state and local Laws.

## PET DEPOSIT

- If permission is granted under the Project's Pet Policies to house a pet in the unit, a tenant must pay a pet deposit of \$300.00 and comply with all other requirements of the Tenant Handbook with regard to pets.
- Pet deposits are to be used only to pay reasonable expenses directly attributable to the presence of the pet on the property. Such expenses would include, but not limited to, the cost of repairs and replacement to the unit, fumigation of the unit, and the cost of animal care facilities.
- Management must return the unused portion of a pet deposit to the tenant within a

reasonable time after the tenant moves from the property or no longer owns or keeps a household pet in the unit.

- Management shall further consult with HUD Handbook 4350.1 REV-1, Change 3 for additional rules and regulations relating to pet policies as updates occur.
- A copy of our Pet Policy is included in the Tenant Handbook and is available upon request thereafter.

## DAMAGES

- Whenever damage is caused by carelessness, misuse, or neglect on the part of the tenant, household member, or visitor, the tenant is obligated to reimburse Management for the damages within 30-days after the tenant receives a bill from Management.
- Management may deduct accrued, unpaid damage charges from the tenant's security deposit at the time of move-out, if such a deduction is permitted under state and local laws.
- The tenant cannot be charged more than the actual and reasonable costs incurred by the project for repairing the damages.

Whenever damage is caused by carelessness, misuse, or neglect on the part of the tenant, household member, or visitor, the tenant is obligated to reimburse the Owner for the damages within 30 days after the tenant receives a bill from the Owner.

The Owner's bill is limited to actual and reasonable costs incurred by the Owner for repairing the damages.

## KEY LOSS/REPLACEMENT

Tenants will be given two apartment keys, and one mailbox key at move-in. There will be a charge of \$30 for any additional keys. Management may charge a tenant \$30 to replace lost keys and for unreturned keys at the time of move-out.

## SECURITY DEPOSIT REQUIREMENTS

- The amount of the security deposit established at move-in does not change when a tenant's rent changes.
- The tenant is expected to pay the security deposit from his/her own resources, and/or other public or private sources.
- The security deposit is refundable.
- An applicant may be rejected if he/she does not have sufficient funds to pay the deposit.
- At the time of the initial execution of the Lease, Management must collect a security deposit that equals the assessed first month's rent.
- Security deposits provide the Owner with some financial protection when a tenant moves out of the unit and fails to fulfill his/her obligations under the lease.
- Management shall place the security deposit in an interest-bearing account and allocate the interest to the tenant annually. The amount of the security deposit established at move-in does not change when a tenant's rent changes. The tenant must pay the security deposit from

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his/her own resources, and/or other public or private sources.

## REFUNDS

In order to receive a refund of the security deposit, a tenant must provide the Owner with a forwarding address or arrange to pick up the refund.

### Timeliness:

Within 30-days after the move-out date Management shall either:

- refund the full security deposit plus accrued interest to a tenant that does not owe any amounts under the lease; or
- Provide the tenant with an itemized list of any unpaid rent, damages to the unit, and an estimated cost for repair, along with a statement of the tenant's rights under State and Local laws.
- If the amount Management claims is less than the security deposit amount plus accrued interest, the Operations Manager must refund the unused balance to the tenant.
- If Management fails to provide the list to the tenant that the tenant is entitled to, a full refund of the tenant's security deposit plus accrued interest.
- If a disagreement arises concerning the reimbursement of the security deposit to the tenant, the tenant has the right to present objections to Management in an informal meeting. Management must keep a record of any disagreements and meetings in the tenant file for a period of three years. These procedures will not preclude the tenant from exercising any rights under state and local law.
- **When a Tenant Transfers to a New Unit, the Owner May:**
  - Transfer the security deposit; or
  - Charge a new deposit and refund the deposit for the old unit

If the deposit for the old unit is refunded, the Owner must:

- Follow the requirements listed in Chapter 6, HUD Handbook 4350.3 REV-1 Change 3, paragraph 6-18 regarding the refunding and use of the security deposit
  - a. Complete a move-out inspection
  - b. Follow procedures listed above in REFUNDS

## UNIT INSPECTIONS

### Before Move-In:

Before executing a lease, Management and tenant must jointly inspect the unit. After Management conducts a unit inspection, the inspection form must indicate the condition of the unit. The condition of the unit must be decent, safe, sanitary and in good repair. If cleaning and repair is required, Management must specify on the inspection form the date by which the work will be completed. This date should not exceed 30-days after the effective date of the lease.

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Both **Management** and the tenant must sign and date the inspection form. The inspection form must include the statement, "The unit is in decent, safe and sanitary condition".

The tenant has 5 days to report any additional deficiencies to the Owner to be noted on the move-in inspection form.

The move-in inspection form must be made part of the lease, as an attachment to the lease.

#### At Move-Out

All tenants or their authorized representatives are encouraged to accompany **Management** on the move-out inspection. This will help resolve any disagreements regarding damages to the unit. If no one is available and the tenant is unable to participate, **Management** may do the inspection alone or with an accompanying staff. All keys must be turned in at the end of the move-out process.

### **ANNUAL RECERTIFICATION REQUIREMENTS**

- **Management** will conduct Annual Re-certifications for all tenants on the anniversary of their move-in date.
- All new tenants receive their Notice for an up-coming Re-certification at the initial lease signing.
- In order to be re-certified all tenants must meet with **Management** and supply all information requested regarding his/her income, assets, and expenses. Household members are also required to report other factors that may affect the determination of adjusted income.
- The tenant must sign consent forms, and **Management** must obtain third-part Verification of the following items and document them in the tenant file (or document why third-party verification was unavailable).

Examples of information required:

- Social Security Benefits/Pension (Income)
- Bank Accounts/ Real Estate Property (Assets)

### **INTERIM RECERTIFICATION REPORTING POLICIES**

**Management** shall process an Interim Re-certification if there has been a change (s) since the last re-certification. All tenants must notify the Owner when:

1. A family member moves out of the unit.
2. The family proposes to move a new member into the unit;
3. At a minimum, Owners must apply screening criteria for drug abuse and other criminal activity to persons proposed to be added to the household, including live-in aides.
4. An adult member of the family who was reported as unemployed on the most recent certification or recertification obtains employment; or

5. The family's income cumulatively increases by \$200 or more per month.

6. Management shall process the recertification of family income and family composition within a reasonable time, which is only the amount of time needed to verify the information provided by the tenant. Generally, this should not exceed 4 weeks.

Changes a tenant may report include the following:

Decreases in income including, but not limited to, loss of employment, reduction in number of hours worked by an employed family member, and loss or reduction of welfare income:

Management may refuse to process an interim recertification when the tenant reports a decrease in income only if the following apply:

- The decrease was caused by a deliberate action of the tenant to avoid paying rent.
- Management has a confirmation that the decrease in income will last less than one month. For example, the tenant's employer verifies in writing that the tenant will be laid off for only two weeks. If the Operations Manager determines that the decrease in income will last less than one month, Management may choose, but is not obligated to process an interim recertification.
- The Owner must, however, implement this policy consistently for all tenants who experience a reduction in income that will last for less than one month.

## IMPLEMENTATION OF HOUSE RULE CHANGES

House rules are listed in the lease as an attachment and must be attached to the lease.

Management shall include a copy of the revised lease or addendum revising the existing lease agreement. A letter shall be included stating that the tenant can either accept the modification or move, but that response is due within 30 days.

The notice must be served by:

- Delivering a copy of the notice to any adult person answering the door at the unit;
- If no adult answers the door, the person serving the notice may place it under or through the door, or affix it to the door.
- Service of the notice is deemed effective once the notice has been delivered.

## COMPLYING WITH THE VIOLENCE AGAINST WOMEN ACT

These protections prohibit Management from evicting the household member if the asserted grounds for such action is an instance of domestic violence, dating violence or stalking. Management shall refer to HUD Notice 09-15 for detailed procedures and further guidance.

Rights and responsibilities of owners/agents and tenants

Management must provide tenants the option to complete the Certification form as described in HUD



Notice 09-15. The certification form may be made available to all eligible families at the time of admission or, in the event of a termination or start of an eviction for cause proceeding, the certification may be enclosed with the appropriate notice, directing the family to complete, sign and return the form within fourteen (14) business days.

#### Tenant Selection Plans and Policies and Procedures

As required by the provisions of Section 606 of the VAWA, Management may request a tenant to certify that he/she is a victim of domestic violence, dating violence or stalking and that the incidence(s) of threatened or actual abuse are bona fide in determining whether the protections afforded under the VAWA are applicable.

The identity of the victim and all information provided to Management relating to the incident(s) of domestic violence must be retained in confidence by Management and must neither be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is

- a) requested or consented to by the individual in writing;
- b) required for use in an eviction proceeding or termination of assistance; or c) otherwise required by applicable law. The HUD-approved certification form provides notice to the tenant of the confidentiality of the form and the limits thereof.

Management must retain all documentation relating to an individual's domestic violence, dating violence or stalking in a separate file that is kept in a separate secure location from other tenant files.

Management is required to attach the HMFA approved Lease Addendum to each existing or new lease.

#### **Existing Tenants**

Management must expeditiously begin to notify existing tenants of the modification to the lease. Notification is accomplished by forwarding to each tenant a copy of the addendum that revises the existing lease agreement. Management must also include a letter clearly stating that the tenant can either accept the modification or move but that a response is due within 30 days.

#### **Lease Bifurcation**

Should it be determined that physical abuse caused by a tenant is clear and present, the law provides Owner/Agent the authority to bifurcate a lease i.e., remove, evict, or terminate tenancy to that individual, while allowing the victim, who lawfully occupies the home, to maintain tenancy. Management must keep in mind that the eviction of or the termination action against the individual must be in accordance with the procedures prescribed by federal, state, and local law.

In the event that one household member is removed from the unit because of engaging in acts of domestic violence, dating violence or stalking against another household member, an interim recertification should be processed reflecting the change in household composition.

Tenants and family members of tenants who are victims of domestic violence, dating violence or stalking are protected by the VAWA from being evicted or from housing assistance being terminated because of the acts of violence against them.