Tenant Selection Plan
Section 202/8
Safe & Affordable Housing for Low-Income Seniors

SEYMOUR I. HOLLANDER APARTMENTS

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PROPERTY INFORMATION

Property Name	Seymour I. Hollander Apts. - Greater Bridgeport Jewish Housing Corp
Property Contact Name	Amy Gershberg, Executive Director Jolene Stefura, Director of Marketing & Finance
Address	4190 Park Ave
City, State, Zip	Bridgeport, CT 06604-1043
Phone	(203) 374-7868
Fax	(203) 374-8643
TTY/TDD/Audio Relay	711 National Voice Relay
Documents related to the application process may be found and uploaded securely on the following website. Report any breach of security to the property contact indicated above.	
Applicant Portal	http://www.hollanderhouse.org/applications.html

EFFECTIVE DATE

This Tenant Selection Plan has been developed in anticipation of implementation of the Housing Opportunities Through Modernization Act. This TSP will become effective the earlier of:

1. The date site software that will allow the owner/agent to fully implement HOTMA is available; or
2. July 1, 2025.

THE PURPOSE OF THE TENANT SELECTION PLAN

The Tenant Selection Plan (TSP) 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)**
- **Por favor contate o escritório de gerência se deve ajudar entendimento este documento. (Portugese)**
- **Si vous avez besoin d'aide à la compréhension de ce document, veuillez communiquer avec le Bureau de gestion. (French)**
- **Souple kontakte Biwo jesyon a si w bezwen èd pou konprann dokiman sa a. (Haitian Creole)**
- **Xin liên lạc với văn phòng điều hành nếu bạn cần giúp đỡ sự hiểu biết tài liệu này. (Vietnamese)**
- **Пожалуйста свяжитесь с офисом управления, если Вам нужна помощь в понимании этого документа. (Russian)**
- **Bitte kontaktieren Sie das Leitungsbüro, wenn Sie helfen müssen, dieses Dokument zu verstehen. (German)**
- **請聯絡管理辦公室，如果你需要幫助理解這份文件。(Chinese)**
- **もしこの文書を理解しているための助けを必要としていれば、経営オフィスと連絡を取ってください。(Japanese)**

AVAILABILITY OF THE TENANT SELECTION PLAN, APPLICATION AND SUPPORTING DOCUMENTS

A copy of the current Tenant Selection Plan is publicly available upon request. Applicants or persons assisting applicants with the Application process may request a paper or electronic copy by contacting the property management staff.

Applications may be submitted in person or by mail. Applications may also be submitted electronically. If an applicant wishes to submit the application electronically, the application must be encrypted and password protected to protect any Personally Identifiable Information. Applicants must notify the owner/agent if the

application will be submitted electronically. The owner/agent will not open links or documents unless such submission is expected.

OBTAINING INFORMATION ELECTRONICALLY

Upon request, an interested applicant will be provided with access to our Application Document Portal that provides an electronic version of the current Tenant Selection Plan and associated application documents. An electronic version of the current Tenant Selection Plan and associated documents are available on the property web site at http://www.hollanderhouse.org/applications.html. These include, but are not limited to:

- The Tenant Selection Plan;
- The Property Application Package;
- Current Income Limits;

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 not 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 applicant family 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 applicant family 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 personally 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 facilitate the meeting and/or to alleviate the symptoms of a disability), the property staff will discontinue 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 facilitate a meeting and/or 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, all members of the applicant/resident family must behave in a professional manner. Property staff does not provide 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.

Amy Gershberg
Executive Director
Greater Bridgeport Jewish Housing Corp.
Seymour I. Hollander Apartments
4190 Park Ave. Bridgeport, CT 06604
TEL:203.374.7868 ext. 4

SMOKE FREE HOUSING – DESIGNATED SMOKING AREA

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 or e-cigarette.

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). This includes marijuana (including medical marijuana). State laws that legalize medical marijuana directly conflict with QHWRA and thus are subject to federal preemption.

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.

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). This includes marijuana (including medical marijuana). State laws that legalize medical marijuana directly conflict with QHWRA and thus are subject to federal preemption.

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

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

SECURITY DEPOSIT REQUIREMENTS

The owner/agent must collect a Security Deposit at the time of the initial lease execution before moving in to the unit. The owner/agent requires that residents pay the security deposit in a guaranteed form (e.g., money order, cashier's check, bank check).

The owner/agent will comply with any HUD rules and applicable state and local laws governing the Security Deposit.

The Security Deposit amount is based on the Total Tenant Payment (TTP) calculated at move in. If the move-in certification is corrected, and the TTP is recalculated, the Security Deposit requirement will be recalculated as well. Otherwise, the amount of the Security Deposit established at move-in does not change when a resident's rent changes. Please review information about Security Deposits and Unit Transfers later in this document.

The applicant family is expected to pay the Security Deposit from their own resources and/or other public or private sources. An applicant family will be rejected if the Security Deposit cannot be paid before move-in.

PETS

Residents are allowed to keep pets in the unit.

Certain restrictions apply and are outlined in the property Pet Policy & Agreement. Pets and Assistance Animals are to be approved **before** they are allowed to live in the unit. A copy of the Pet Policy & Agreement 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 & 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 family should also review the Pet & Assistance Animal Rules.

PET DEPOSIT

The Pet & Assistance Animal 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. 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 will be required to pay the remaining balance in increments of $10.00 per month until the $300.00 Pet Deposit is collected. Residents are allowed to pay the entire Pet Deposit in increments greater than those described if desired.

The owner/agent will use the Pet Deposit only to pay reasonable expenses directly attributable to the presence of the pet. 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 & Assistance Animal Rules.

HOUSING ASSISTANCE DEFINITION

The property is operating under the guidelines established for the HUD Multifamily Section 8 program. Each person must be familiar with the lease and lease attachments and capable of fulfilling the lease requirements.

SUBSIDY

The rent that a household will pay is based upon the household income. The rent paid by residents may vary.

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 applicant families 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 household 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.

Children in joint custody arrangements can receive HUD housing assistance in two units when both parent/guardian families receive HUD housing assistance. In these cases, additional verification is required. The owner/agent will request:

- Verification of the custody/guardianship/living arrangement - *Please see Appendix C for additional information* (Dependent Deductions do not apply to foster children/foster adults);
- Verification of the use of the Dependent Deduction (only one family may take advantage of the Dependent Deduction). The owner/agent will verify use of the Dependent Deduction with the other owner/agent if:
  1. The child will live in the unit at least 50% of the time; and
  2. The parent wishes to claim the Dependent Deduction; and
  3. Both families are receiving HUD housing assistance.

In addition, foster children/adults may show in a unit with their biological family as well as in a unit with a foster family. The owner/agent will not include income or assets associated with a foster child/adult. The foster child/adult does not qualify for deductions other than the Childcare Deduction.

HUD HOUSING VOUCHERS

The owner/agent may not admit an applicant family if any member is in possession of a HUD housing assistance voucher provided through HUD's Public and Indian Housing (PIH) program unless the applicant agrees to give up the voucher prior to occupancy. This will be verified with the Housing Authority providing the HUD housing assistance voucher.

Please note that housing assistance provided through HUD's Multifamily 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.

DUAL SUBSIDY

If the owner/agent discovers that any HUD housing assistance is still being paid after moving to Seymour I. Hollander Apartments, no rent subsidy or utility allowance will be provided by the Department of Housing and Urban Development until the day after the subsidy stops for the original residence. This rule applies to the entire household. Subsidy is NOT prorated.

Any assistance paid in error must be returned to HUD.

Applicants should consult with the Contract Administrator or the HUD office if any former landlord is accepting subsidy after move-out.

ASSISTED LIVING

The owner/agent and property staff does not provide, nor has the authority to provide, any personal care or personal supervision services. Any required care or supervision 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 of daily living.

RENT CALCULATION

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. The $25 minimum rent (Section 8 only).

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

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. Currently, the Elderly/Disabled family allowance is $400. When the owner/agent implements new regulations under the Housing Opportunities Through Modernization Act (HOTMA), the Elderly/Disabled Family Deduction will be $525. This amount may be adjusted by HUD annually.

THE DEPENDENT DEDUCTION

A family receives a deduction of $480 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.**

This amount may be adjusted by HUD annually.

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 dependents.

- 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.**

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 Health & 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 Health & 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 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 AND HARDSHIP POLICY

HUD's HOTMA Final Rule requires Management to establish a hardship policy that identifies circumstances for which eligible households may request a financial hardship exemption.

Financial hardship is defined as an inability of a household to meet basic living expenses such as paying for rent, utilities, or other goods or services necessary for the survival of the household and his or her spouse and/or dependents.

Financial hardship exemptions may only be requested for unreimbursed, out-of-pocket medical care expenses, attendant care and auxiliary apparatus expenses for elderly/disabled households and for unreimbursed, out-of-pocket child-care expenses for eligible households with dependent children under the age of thirteen (13) which enable a member of the household to work, look for work or to further their education.

Management's policy is to review and approve household requests for financial hardship exemptions which include documentation of expenses for unreimbursed, out-of-pocket medical care expenses, attendant care and auxiliary apparatus expenses for elderly/disabled households and for unreimbursed, out-of-pocket child-care expenses for eligible households with dependent children under the age of thirteen (13) which enable a member of the household to work, look for work or to further their education. Eligible households who can demonstrate to Management's satisfaction that their rent plus utilities exceed forty-five (45) percent of the household's adjusted income may receive approval from Management for a hardship exemption.

Management will not accept hardship exemption requests for new applicant households who vacated an assisted unit at another property and who move-in to this property and were receiving a hardship exemption at the other assisted unit. Existing, in-place households who are receiving a hardship exemption and who transfer to another unit within this property will continue to qualify to receive the hardship exemption at the new unit so long as the household remains eligible for the hardship exemption.

HUD's HOTMA Final Rule revised the definition and amounts of certain expense deductions that households may be eligible to receive under HUD's Multifamily Housing program. Changes in the calculation of certain eligible expense deductions under HUD's HOTMA Final Rule may result and an undue financial hardship for a household.

For this reason, HUD has authorized hardship exemptions for eligible households who can document the need for hardship exemptions for the following:

1) Hardship Exemptions for Health and Medical Care Expenses and Reasonable Attendant Care and Auxiliary Apparatus Expenses

Under HUD's HOTMA Final Rule, the threshold to deduct health and medical care expenses and reasonable attendant care and auxiliary apparatus expenses from annual income was increased from an excess of three (3) percent of household income to an excess of tent (10) percent of the household's annual income.

HOTMA regulations provide financial hardship exemptions to eligible households who can demonstrate that unreimbursed health and medical care expenses, and/or reasonable attendant care and auxiliary apparatus expenses create a financial hardship for the family. A household may benefit from this hardship exemption only if the family has eligible unreimbursed, out-of-pocket expenses that can be deducted in excess of five (5) percent of annual income.

In order to claim unreimbursed health and medical care expenses, the household must have a head, co-head, or spouse that is elderly or a person with a disability. In order to claim unreimbursed reasonable attendant care and

auxiliary apparatus expenses, the household must include a person with a disability, and the expenses must enable any member of the family (including the member who is a person with a disability) to be employed.
To initiate, extend or conclude a hardship exemption, the household must request and provide verification of the hardship and if approved, Management will process and submit a Non-Interim Recertification transaction.

Households may be eligible for hardship relief under one of two categories; phased-in relief or general relief, as defined below. Note: A household receiving phased-in relief may request to receive general hardship relief instead. Once a household chooses to obtain general relief, the household may no longer receive phased-in relief.
Households may be eligible for hardship relief under one of two categories; phased-in relief or general relief, as described below.

a. Phased-In Relief may be provided to households affected by the HOTMA's statutory increase in the threshold to receive unreimbursed health and medical care and reasonable attendant care and auxiliary apparatus expense deductions from annual income. All households who received a deduction for unreimbursed health and medical care and/or reasonable attendant care or auxiliary apparatus expenses based on their most recent income review prior to January 1, 2024, will begin receiving the 24-month phased-in relief at their next Annual or Interim Recertification, whichever occurs first, after the date Management implements the phased-in relief.
Households who receive phased-in relief will have eligible expenses deducted that exceed five (5) percent of annual income for the first twelve (12) month phase-in period. Twelve (12) months immediately following the first five (5) percent phase-in period began, households will have eligible expenses deducted that exceed seven and a half (7.5) percent of annual income for the second twelve-month phase-in period. After the household has completed both first and second twelve-month phase-in periods, the full twenty-four (24) month phase-in at the lower thresholds will have been met, and the household will remain at the ten (10) percent threshold, unless the household requests, is qualified for, and is approved by Management for relief under the general hardship relief provision below. When an eligible household's phased-in relief begins at an Interim Recertification, Management will need to process another certification transaction one (1) year later to advance the household to the next phase-in period. The Certification transaction can be either an Interim (if triggered) or a Non-Interim Certification transaction.

b. General Relief may be provided to a household eligible for the health and medical care expense and reasonable attendant care and auxiliary apparatus expense deduction.
To receive general relief, a household must demonstrate that the household's unreimbursed health and medical care expenses or unreimbursed reasonable attendant care and auxiliary apparatus expenses increased, or the household's financial hardship is a result of a change in circumstances that would not otherwise trigger an Interim Recertification.
Relief is available regardless of whether the household previously received an unreimbursed health and medical care expense deduction, unreimbursed reasonable attendant care and auxiliary apparatus expense deduction, are currently receiving phased-in hardship relief, or were previously eligible for either general relief or phased-in relief. If Management determines that a household is eligible for general relief, the household will receive a deduction for the sum of the eligible expenses that exceed five (5) percent of annual income.
The household's hardship relief ends when the circumstances that made the household eligible for relief are no longer applicable, or after ninety (90) days, whichever comes earlier.

2) Hardship Exemptions for Child-Care Expense Deductions

HUD Multifamily Housing program regulations allow eligible households to receive reasonable child-care expense deductions deemed necessary to enable a member of the household to be employed or to further their education. Reasonable child-care expenses deemed eligible by Management are deducted from the household's gross annual income calculation.

Reasonable child-care expenses are expenses for the care of children (including foster children if the unreimbursed child-care expenses are paid from the family's annual income and not from another source, such as a stipend from the child welfare agency), under thirteen (13) years of age, when all the following statements are true:

a. The child-care is necessary to enable a household member to be employed or to further his or her education (e.g., work, look for work, or further their education (academic or vocational)); and

b. The expense is not reimbursed by an agency or individual outside the household.

The amount of child-care expenses deducted must not exceed the amount of employment income that is included in annual income. A household whose eligibility for the child-care expense deduction is ending may receive a hardship exemption to continue receiving a child-care expense deduction in certain circumstances when the household no longer has a member that is working, looking for work, or seeking to further their education, and the deduction is necessary because the family is unable to pay their rent.

When a household requests a hardship exemption to continue receiving a child-care expense deduction that is ending, Management will recalculate the household's adjusted income and continue the child-care deduction if the household demonstrates to Management's satisfaction that the household is unable to pay for rent and utilities because of loss of the child-care expense deduction and the child-care expense is still necessary even though the household member is no longer working, looking for work, or furthering their education.

The hardship exemption and the resulting alternative adjusted income calculation will remain in place for a period of up to ninety (90) days.

To initiate, extend or conclude a hardship exemption, the household must request and document the need for the hardship extension to Management. If approved, Management will process and submit a Non-Interim Transaction code on form HUD–50059, unless there is an accompanying event that triggers an income change which must be recorded on an Interim Recertification.

Within thirty (30) days, households receiving a general relief hardship exemption must report to Management any change in circumstances that made the household eligible for the hardship exemption once they are no longer applicable.

3) Hardship Exemption Extensions

It is Managements policy **not** to extend hardship relief exemptions beyond the minimum ninety (90) day exemption period.

Management will not conduct an Interim Recertification to add, remove, or extend a hardship exemption, unless another change experienced by the household triggers an Interim Recertification for adjusted income decreases less than ten (10) percent. In these situations, Management will process and submit a Non-Interim Certification transaction.

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 Rent Hardship Exemption if:

4) **The resident or applicant requests a Minimum Rent Hardship Exemption; and**
5) **The net Cash Value Of Assets for the entire family is $50,000 or less; and**
6) **The family's total Annual Income is at or below the current Extremely-low Income Limit, and**
7) **The resident participates in a review meeting; and**

8) The resident provides required information and signatures within ten (10) business days; and
9) The resident has not provided Notice to Move; and
10) 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
11) 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.

FAIR HOUSING POLICIES

Information about fair housing and civil rights protections are included in Appendix A and Appendix D of this Tenant Selection Plan.

ELIGIBILITY REQUIREMENTS

Based on federal regulations, the owner/agent may admit only eligible applicant families. In the selection of applicant families 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 family must meet HUD's program and property eligibility requirements defined in this Tenant Selection Plan (TSP)
2. At MI/IC - The family/household's Annual Income must not exceed program Income Limits.
3. Income-eligible families must also need the assistance. The amount the family would be required to pay using the applicable HUD rent formula must be less than the Gross Rent for the unit. *Note: Does not apply to PRAC and Component 1 PH to PBRA RAD.*
4. The household size must be appropriate for the available apartments. *(See Occupancy Standards)*
5. All adults must sign a Consent for the Release of Information prior to receiving assistance. Information provided by a family/household is subject to verification.
6. Only U.S. citizens or eligible noncitizens may receive assistance under all Multifamily Housing Programs except PRAC, PAC, 202 without assistance and 221(d)(3) BMIR programs.
7. Students enrolled in an institute of higher education must meet eligibility requirements defined by the Student Rule appropriate for the contract type;
8. The unit for which the family/household is applying will be the family/household's only residence;
9. Residents must agree to pay the Tenant Rent (TR);
10. No applicant/resident may be subject to state lifetime sex offender registration;
11. No applicant may be using marijuana at the time of eligibility determination;
12. All information reported by the household is subject to verification.

PROPERTY ELIGIBILITY DEFINITION

HOUSEHOLD/RESIDENT TYPE (202/8)

This Section 8 property is designed to provide housing to elderly 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 years of age or older**

INCOME LIMITS

Income limits vary by household size. The owner/agent will provide applicants a copy of the current income limits for the property area upon request. In addition, applicants can review the income limits by accessing the following web site. https://www.huduser.gov/portal/datasets/il.html.

Income limits are updated at least annually. HUD requires that property managers incorporate the most recently published income limits when determining eligibility.

For this property, to qualify, an applicant family's income must be at or below the Very Low-Income Limit:

Subsidy	Type of Income Limit
Section 8 (pre-1981)	**Low** – 80% of median income **Very-low** – 50% of median income **Extremely-low** – 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. Seymour I. Hollander Apartments only offer one-bedroom units. Below, please find this property's occupancy standards description:

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

Accessible Units

When an applicant family 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 family 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 a member needs the features of the unit as an accommodation to his or her disability;
3. Verify that the applicant family 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.

Social Security Number Disclosure Requirements

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.

Note: An Individual Tax Identification Number is not the same as a Social Security Number and will not be accepted in lieu of a Social Security 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.

If the applicant cannot provide any of the above, the owner/agent may accept self-certification of SSN *and* at least one third-party document, such as a bank statement, utility or cell phone bill, benefit letter, etc., that contains the name of the individual. *When none of the other accepted methods is available and if verifying an individual's SSN using this method, the owner/agent must document why the other SSN documentation was not available. If the resident's SSN becomes verified in EIV, then no further verification is required. If the resident's SSN fails the SSA identity match, then the owner/agent must obtain a valid SSN card issued by the SSA or an original document issued by a federal or state government agency that contains the name of the individual and the SSN of the individual, along with other identifying information of the individual. The resident family's assistance must be terminated if they fail to provide the required documentation.*

Exceptions to Disclosure of Social Security Number

The Social Security Number requirements do not apply to:

1. Individual's 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.

APPLICANTS WHO HAVE NOT PROVIDED A SOCIAL SECURITY NUMBER OR ADEQUATE DOCUMENTATION TO VERIFY

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** 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 applicant family 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 Tenant 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 Appendix B.

Non-citizens claiming eligible status must follow the guidance provided in Appendix 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.

SECTION 8 ASSET RESTRICTIONS (LIMITS)

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.

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.

HOME OWNERSHIP - REAL PROPERTY RULE

HOTMA, § 5.618 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 they have 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 family 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, based on 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.

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 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;
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 of 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

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.

PROCEDURES FOR TAKING APPLICATIONS

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

Upon request, the owner/agent will:

- **Provide interested parties with a paper copy of the Application Package;**
- **Mail a paper copy of the Application package via USPS;**
- **Provide an electronic copy of the Application Package.**

Applicants may make an appointment to pick up a Application Package or can visit http://www.hollanderhouse.org/applications.html and print an electronic copy of the Application Package from the website.

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.

The person who is indicated as the Head-of-Household (HOH) must execute and sign all documents that are included in the Application Package.

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. A copy of the applicants ID may be provided using one of several alternatives including in-person or online means.

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 like 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:

1. Via First Class mail to- Seymour I. Hollander House, Attn: Director of Marketing & Finance, 4190 Park Ave, Bridgeport, CT 06604;
2. On site in the management office, Seymour I. Hollander House, 4190 Park Ave, Bridgeport, CT 06604, office of the Director of Marketing & Finance;
3. Through a secure Applicant Document Portal on the website, http://www.hollanderhouse.org/applications.html ;

Because Applications include Personally Identifiable Information (PII), applicants must not submit the Application Packages via email unless all attachments have been password protected and encrypted using an NIST compliant encryption solution. Hollander House offers a secure method to receive Application packages via *ShareFile* (or whatever comparable secure service being offered at the time) on website as mentioned in option 3 above.

The owner/agent will 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

If the Application is not complete the owner/agent will attempt to contact the applicant to obtain the missing information. The applicant will have ten (10) business days to respond and provide missing information. If the applicant fails to provide required information within the ten (10) day period, the owner/agent will return the Application 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.

Upon receipt of the completed Application, the owner/agent will make a preliminary eligibility determination before adding a household to the waiting list or initiating final eligibility tasks. The owner/agent will review the Application to ensure that there are no obvious factors that would make the applicant family ineligible.

If a preliminary eligibility review indicates that a household appears eligible for tenancy, but a unit is not available, the owner/agent will place the household on the waiting list for the property and notify the household when a unit becomes available.

FINAL DETERMINATION OF ELIGIBILITY

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 additional steps to determine 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 or Application as required by HUD and indicated in the description below. The owner/agent will not take steps to determine eligibility.

If landlord screening is acceptable, the owner/agent will complete the remaining tasks necessary to determine eligibility.

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 Application 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 applicant families are appropriately and fairly selected for the next available unit *(when a unit 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 family on the waiting list after preliminary eligibility determination is complete.

Seymour I. Hollander Apartments only offer one-bedroom units, 10 of which are accessible units. Applicants will have the option of specifying if an accessible unit is preferred/required when completing the Application.

The applicant family will be placed on the waiting list for all requested unit types as long as:

- **The applicant family meets the Occupancy Standards described in this plan; and**
- **The waiting list for the unit size is open.**

The Head-of-Household (HOH) will be contacted for the first unit that becomes available, "first unit available" includes accessible and non-accessible 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 applicant families based on the requirements set forth in this plan.

The owner/agent will contact each applicant twice per year. 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 applicant family 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 applicant family will be rejected and the household will be removed from the waiting list.

REMOVING APPLICANTS FROM THE WAITING LIST

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

- **Applicant family requests removal;**
- **The unit that is needed – using household size as the basis – has changed, and no appropriate size/type unit exists in the property;**
- **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 family fails to meet eligibility requirements;**
- **Applicant family fails to meet occupancy standards;**
- **Any individual applicant fails to meet screening requirements;**
- **Applicant family is rejected for any reason described in this plan;**
- **Applicant family cannot be contact by US Mail (letters are returned or undeliverable);**
- **Applicant family cannot be contacted by phone (number disconnected or changed);**
- **Applicant family cannot be contacted by other electronic means including email;**
- **Applicant family 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 family refused second offer of a unit (See Right to Refusal Policy for additional information.)**

If an applicant family is removed from the waiting list, and subsequently the owner/agent determines that an error was made in removing the applicant family, the applicant family will be reinstated at the original place on the waiting list.

If an applicant family is removed from the waiting list, and later, the applicant family feels that they are now qualified for assistance/tenancy, the applicant family must submit a new Application as appropriate. The applicant family will be placed 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 an Application from individuals who were previously rejected because a member of the applicant family:

- **Is subject to a state lifetime sex offender registry;**
- **Has been rejected because he/she/they have been convicted of a crime as indicated in the criminal screening criteria *(certain time restrictions apply);***
- **Has been evicted 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.**

If an applicant family accepted a unit offered by the owner/agent and the applicant family decided after acceptance but before move-in that they have since changed their mind and fails to take possession of the unit, the owner/agent reserves the right to remove the applicant from the current waitlist and reserves the right to refuse all future Applications.

In addition, if an applicant family previously accepted a unit offered by the owner/agent and the applicant family 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 APPLICANT FAMILIES FROM THE WAITING LIST

When a unit becomes available, the owner/agent will contact the next applicant family 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 family 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 applicant families that move in to the property or who begin receiving assistance have income that is at or below the Extremely Low-Income Limits for the area where the property is located.

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 applicant families 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.

Alternate between the first extremely low-income applicant family on the waiting list and the applicant family at the top of the waiting list. To implement this method, the owner/agent selects the first extremely low-income applicant family on the waiting list (which may mean "skipping over" some applicant families with higher incomes) for the available unit, and then select the next eligible applicant family currently at the top of the waiting list (regardless of income level) for the next available unit.

As subsequent units become available, selection continues to alternate between the next extremely low-income applicant family and the eligible applicant family at the top of the waiting list until the 40% target is reached.

PREFERENCES

Applicant families 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 applicant families who meet certain criteria is a method intended to provide housing opportunities to applicant families based upon household circumstances.

Preferences affect only the order applicant families 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.

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 family.

If the unit transfer is requested and qualifies for special consideration based on the VAWA Emergency Transfer Policy, the request will receive preference over other requests to transfer. Please see information about how preferences are "weighted" below.

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 a 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 family 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.

VAWA Emergency Transfer (Internal Transfer): In some cases, families that qualify for a VAWA Emergency Transfer (VET) 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 (VET) Request was received by the owner/agent. If no unit is immediately available, the resident will be added to the property waiting list. If the family wishes to seek alternative housing outside of the property, the resident family may remain on the property waiting list (with a VET preference) while seeking alternative housing options. Please see Appendix D and/or the VAWA Policy and/or contact property staff for additional information.

Weight of Preferences as Described

When offering a unit, the owner/agent will consider residents requesting unit transfers who qualify for preference over applicant families.

Residents who are requesting new units and who meet the qualifications listed below will be placed on the waiting list, with a preference, based on the date and time the completed Unit Transfer Request is received. These existing residents will be placed first.

- **VAWA Emergency Transfer;**
- **Verified need for an accessible unit;**
- **Verified need for a reasonable accommodation;**
- **Verified medical need.**

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.

Note: In the case of a Section 8 opening becoming available because a Section 8 resident has vacated an accessible unit, that unit will first be offered to any existing Section 8 resident who has requested and has a verified need for the accessible unit. The unit will then be offered to any applicant who has requested an accessible unit and who has a verified need for an accessible unit.

Verification of Preferences

All preferences will be verified using the verification methodology described in this Tenant 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 review the information in Appendix D and/or contact the property staff for additional information.

When a Request for Preference is Denied

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

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 applicant families 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 and the ability of the owner/agent to house an applicant family in an apartment within a reasonable period of time.

The owner/agent will use a twelve (12) 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. Notices announcing that the waiting list is closed or open will be publicly announced in the following manner:

- **The property web site including any applicant portal;**
- **The property Facebook Page;**
- **Publications described in the Affirmative Fair Housing Marketing Plan;**
- **Flyers distributed in applicable neighborhoods.**

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.
Unless the individual about whom information is requested gives consent to such disclosure, neither the property owner nor its agents shall disclose any personal information to any person or agency, other than:

- **Staff associated with the property as appropriate;**
- **Service providers as appropriate;**
- **HUD;**
- **HUD's agents;**
- **Contract Administrators;**
- **Other federal/state entity or investor auditing entities.**

The Privacy Act 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 a Application shall be made until information provided on the Application form and during subsequent interviews has been collected and any necessary follow-up interviews have been performed.

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

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. Compliance with Resident Screening Guidelines, such as
   a. Criminal History;
   b. Credit History;
   c. Rental/Residence History;
4. The Need for an Accessible Unit.

METHODS OF VERIFICATION

Verifications will be attempted as follows:

1) Upfront Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system (EIV may be used as the sole verification of Social Security income);
2) Upfront Income Verification (UIV) using non-EIV resources (e.g., Work Number, web-based state benefits system, etc.);
3) 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;
4) 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.
5) A Written Third-party Verification Form (as appropriate);
6) 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.
7) 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, Zero Income, 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.

SOURCES OF INFORMATION

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

- Any Member of The Applicant Family;
- 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 Any Member;
- Social Workers/Parole Officers;
- HUD's Enterprise Income Verification System (EIV);
- The Work Number;
- Court Records;
- 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;
- 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

Generally, 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

Applicants and adult family members must sign consent forms to authorize the owner to collect information to verify eligibility, income, assets, expenses, and deductions. Applicants and residents who do not sign consent forms will not receive assistance.

The owner/agent will handle any information obtained to verify eligibility or income in accordance with the Privacy Act.

HUD 9887/9887A

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

Note: The following rules about consent forms require HUD to release an updated 9887.

Starting the later of January 1, 2024 or when HUD releases an updated 9887/9887A, all applicants must sign HUD's consent forms at admission. After an applicant or resident has signed and submitted a consent form either

on or after January 1, 2024, residents do not need to sign and submit a new 9887/9887A 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; 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 Termination of Assistance/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 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/they 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 family.

OWNER/AGENT CREATED VERIFICATION FORMS

The owner/agent may create verification forms for specific *verificat*ion needs and must include the language required by HUD.

Applicants who refuse to sign consent forms are subject to rejection. Residents who refuse to sign consent forms are subject to termination of assistance.

Owner/agent created verification forms must clearly state that the applicant or resident are not required to sign the form if it does not clearly indicate who will provide the requested information and who will receive the information. The owner/agent will retain a copy of the verification form and provide a copy to the applicant or resident upon request.

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

Management has not adopted a Streamlined Income Determination policy for this property.

MISREPRESENTATION/ERRORS

Any information, provided by an applicant that proves to be untrue may be used to disqualify the applicant family 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 family:

- 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 applicant families.

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 resident family 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. 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.
3. The owner may terminate tenancy if the resident refuses to enter in to Repayment Agreement if such an option is offered.
4. 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

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/overpayment will be applied to any outstanding rent payment before calculating the amount due to the resident family.

If the determination of income should have resulted in a higher Annual Adjusted Income, the owner/agent will correct certifications or create new certifications as required. Families will not be required to repay the owner/agent in instances where the owner/agent has miscalculated income resulting in a family being undercharged for rent. The resident will not be required to pay a higher Tenant Rent until a 30-Day Notice of Rent Increase has been issued. The new Tenant Rent will be effective the first of the month after the 30 days.

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 applicant family in which any member was evicted in the last three years from federally assisted housing for drug-related criminal activity
2. A applicant family 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 applicant family 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 applicant family that includes 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 applicant families when any member of the applicant family 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 an illegal or controlled substance. Applicant families that include members with this type of criminal history will be automatically denied. The owner/agent will meet with the applicant and the applicant's family and will consider extenuating circumstances if the conviction or exit from incarceration (whichever is later) occurred no less than ten (10) years before the date of Application and when no additional criminal activity is indicated.
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. The owner/agent will consider extenuating circumstances when no additional criminal activity is indicated.
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. The owner/agent will meet with the applicant and the applicant's family and will consider extenuating circumstances if the conviction or exit from incarceration (whichever is later) occurred no less than three (3) years before the date of Application and when no additional criminal activity is indicated.
5. Criminal activities resulting in other misdemeanor convictions within three (3) years of conviction or exit from incarceration, whichever is later. The owner/agent will consider extenuating circumstances when no additional criminal activity is indicated.
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. Any member of the applicant family 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 applicant family, the owner/agent will allow the applicant family to remove the sex offender from the Application. Removal must be documented using a signed, notarized copy of the owner's form. The applicant family 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 applicant family. 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 applicant family will be rejected.

If a resident or applicant has requested VAWA protections and such protections have been justified based on owner/agent investigation, the alleged 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 Recertification.

Consideration of Extenuating Circumstances

In deciding whether to exercise discretion to admit an individual or applicant family 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 applicant family 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 applicant family, 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 applicant family 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 applicant family the opportunity to remove the household member.

In this situation, applicants will have ten (10) business days to contact the owner/agent and provide evidence to refute the criminal discovery. If the applicant fails to contact the owner/agent or indicates that he/she/they cannot provide documentation to refute the criminal discovery, the owner/agent will reject the Application and remove the applicant family 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 know 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 family that includes a member 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 family that includes a member named in a foreclosure, including foreclosure of reverse mortgages, within the last three (3) years.

Collections: The owner/agent will reject any applicant family that includes a member 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. Any applicant family that includes a member owing prior landlords or HUD will be rejected unless:

- Such debt has been paid; or
- Applicant has entered in to a repayment agreement and can demonstrate that payments toward the principal amount(s) have been on time for the most recent six (6) months.

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

- Any applicant has one or more outstanding judgments in excess of $1000 within the last three (3) years.
- Any applicant has record of two or more checks returned for non-sufficient funds in the last year.

- Any applicant has a current credit score below 350.
- Any applicant has defaulted on any loan/payment agreement in excess of $500.00 within the last three (3) years.
- Any applicant has record of failure to pay child support owed within the last 12 months.
- Any applicant has received an overpayment of federal assistance due to misrepresentation and/or fraud within the last three (3) years.

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

SCREENING RENTAL HISTORY

If any member of the applicant family has been evicted from any property owned or managed by Greater Bridgeport Jewish Housing Corp for lease violations, that applicant family will be rejected.

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

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

The owner/agent will contact the prior property owner/agent (as indicated above) and make inquiries related to the applicants rental history including, but not limited to:

- 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 family will be rejected. Negative responses include, but are not limited to:

- Failure to comply with the lease;
- Failure to comply with House Rules, Pet & 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 all members of the applicant family agree 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;
- Refusal to execute or pay repayment agreements to return improper payments to HUD.

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

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

SCREENING FOR RECEIPT OF HUD ASSISTANCE IN ANOTHER UNIT – THE EIV EXISTING TENANT SEARCH

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 **EIV Existing Tenant Search** provided via HUD's Enterprise Income Verification System (EIV) to determine if the applicant or any member of the applicant family 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, each member of 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 applicant family 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 return improper payments to HUD. This is considered a material lease violation and may result in penalties up to and including eviction and pursuit of fraud.

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 applicant family fails to meet the HUD indicated eligibility requirements for the assistance program/property;
- Any non-exempt member of the applicant family fails to provide a Social Security Number or adequate documentation to verify the Social Security Number (SSN);
- Any member of the applicant family fails to meet the applicant screening requirements;
- Any member of the applicant family fails to sign appropriate verification documents;
- Misrepresentation;
- Fraud;
- Any member of the applicant family fails to respond to management inquiries for additional information during the Application process;
- The owner/agent is unable to contact the applicant family via US Mail (letters undeliverable or returned) and/or by phone (number disconnected or changed);
- Any member of the applicant family has a record of eviction, for lease violations, from any property managed by Greater Bridgeport Jewish Housing Corporation or any of its affiliates.
- Any member of the applicant family has a record of eviction, for lease violations, from any property within the last three years;
- Any member of the applicant family has a record of outstanding or overdue payments to a previous landlord;
- Any member of the applicant family has a record of outstanding or overdue payments to HUD;

- Any member of the applicant family has a record of outstanding or overdue payments to utility providers;
- Any member of the applicant family 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 applicant family is unable to establish utilities in the new unit;
- The applicant family is unable to pay the Security Deposit required;
- The applicant family is unable to take possession of the unit within 30 days;
- The applicant family is unable to pay the first month's rent (prorated if appropriate);
- The applicant family refuses two or more unit offers.

REJECTION NOTICES

The owner/agent will promptly notify the applicant family (Head-of-Household (HOH)) of the denial of admission or assistance. A rejection will be sent to the HOH via First Class Mail. The rejection letter will include the reason(s) for the rejection. It is up to the HOH to communicate with other adult family members. Any adult applicant may request an electronic or paper copy of the rejection letter.

APPEALING THE DECISION TO REJECT

Any applicant may make a request to appeal the rejection within **fourteen (14) calendar days from the date of the rejection**. The appeal may be made in writing, via email or through an Applicant Portal. If the applicant appeals the rejection via email, the email must not contain any personally identifiable information such as a date of birth, Social Security Number, etc.

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:

- Applicant believes the decision has been made in error;
- Applicant believes there are extenuating circumstances that should be considered;
- Any member of the applicant family is a survivor of abuse covered by the Violence Against Women Act and the applicant feels that status as a survivor of a VAWA crime contributes to the decision to deny;
- Any member of the applicant family is a person with a disability, and you believe a reasonable accommodation would allow us to continue processing the Application;
- The applicant family was rejected because a member is someone who did not "pass" criminal screening or is a registered sex offender and the applicant family wishes to remove that household member.

Any staff person engaged in the initial review will not be involved in the appeal. Applicants may include 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 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;
- Via the Applicant Portal.

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 family 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 families 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 member(s) of the household who required the special features of the accessible unit no longer resides 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 applicant or resident 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 family can accept that accessible unit, all adult members of the applicant family 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 family 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 family 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 APPLICANT FAMILIES 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.

OFFERING UNITS TO 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 applicant families 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 Tenant Selection Plan.

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

Residents/applicant families 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;
- Via the Applicant Portal or Resident Portal.

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

The second time an applicant family or resident refuses an offered unit, the household will be removed from the waiting list. Right to refusal policies will be modified in four cases:

1. If an applicant family requesting an accessible unit or a resident requesting an accessible unit 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 for the 202/8 program requires the need for an accessible unit.*
2. If an applicant family 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 family 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 family 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 family rejects a unit to provide an alternate unit.
4. An applicant or resident qualifies for a VAWA Emergency Transfer and the person who is a survivor of a VAWA crime or the person who is affiliated with the person who is a survivor of a VAWA crime does not consider the unit "safe".

TIMEFRAME FOR TAKING POSSESSION OF A UNIT

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

If the applicant family does not complete appropriate paperwork and does not take possession of the unit within thirty (30) days from accepting the offer, the applicant family 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 family/resident.

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. 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 will 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.

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.

If the reported change includes an increase to earned income, but an IR reducing earned income has not been completed since the last AR, the owner/agent will document the resident file, but will not recalculate the rent. However, if an IR reducing earned income has been completed since the last AR, the owner/agent will complete an IR adjusting rent.

If the residents 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 the residents 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.

UNIT TRANSFER POLICIES

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

1. There is a need for a unit transfer based on the verified need for an accessible unit;
2. There is a verified need for a reasonable accommodation or a verified medical need for a different unit;
3. 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;
4. The resident has requested and qualifies for a VAWA Emergency Transfer;
5. The resident has requested and qualifies for a transfer based on imminent threat not associated with a VAWA crime;
6. The household has lived in the current unit for at least one year and wishes to move to a different unit.

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;

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 into 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 charge a new Security Deposit and refund the Security Deposit for the old unit less any outstanding amounts for rent, fees or damages. If damages to the unit exceed the Security Deposit amount, the resident must pay for any damage charges within thirty (30) days.

When a resident owns a pet, the original unit will be assessed for damages caused by the pet. The Pet Deposit will be reduced by charges for those damages and the resident will be required to obtain a Pet Deposit balance of $300.00 for the new unit. The resident will be allowed to pay the new Pet Deposit balance due in $10.00 monthly payments until the $300.00 Pet Deposit balance is reached.

If damages to the unit, caused by the pet, exceed the Pet Deposit amount, the resident must pay for any damage charges within thirty (30) days.

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.

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

SECURITY 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.

CHANGES IN HOUSEHOLD COMPOSITION

ADDING HOUSEHOLD MEMBERS AFTER INITIAL OCCUPANCY

The owner/agent must approve any new adult household member **before** he/she/they move 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 Tenant 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.

Units are also inspected at other times based on owner/agent procedures and/or HUD requirements.

CHANGES TO THE TENANT SELECTION PLAN

Applicant families will be notified in writing when the Tenant Selection Plan undergoes significant change or when preferences are added or removed. At that time, applicant families 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 family does not respond, that household will be deemed ineligible and removed from the waiting list. The current Tenant 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 may review the Reasonable Accommodation Modification (RAM) Policy. The RAM Policy is also provided in an electronic or paper format upon the applicant's request.

All applicants/residents may request a Reasonable Accommodation/Modification (RAM) 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, electronically or 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 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 Tenant 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 1-94, *Arrival-Departure Record* annotated with one of the following:
      - "Admitted as a Refugee Pursuant to Section 207";
      - "Section 208" or "Asylum";
      - "Section 243(h)" or "Deportation stayed by Attorney General"; or
      - "Paroled Pursuant to Section 212(d)(5) of the INA."
    - Form I-94, *Arrival-Departure Record* (with no annotation) accompanied by one of the following:
      - A final court decision granting asylum (but only if no appeal is taken);
      - A letter from an DHS asylum officer granting asylum (if Application was filed on or after October 1, 1990) or from an DHS district director granting asylum (Application filed was before October 1, 1990);
      - A court decision granting withholding of deportation; or
      - A letter from an asylum officer granting withholding of deportation (if Application was filed on or after October 1, 1990).

- A receipt issued by the DHS indicating that a 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. Owner/agents determine the applicant's citizenship or immigration status during the final 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 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 NONCITIZEN 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 if they are found to be ineligible based upon the Noncitizen Rule.

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 – 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 family 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 applicant family 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
- New driver's license with new address.

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

If it is discovered that the household allowed any registered sex offender to live in the unit, residents must understand that the family is not qualified to receive subsidy or live on the property. Any improper payments must be returned to HUD. Because this is a material lease violation, all household members must vacate the unit within 30 days.

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

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

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

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 driver's license for the "guest" with an alternative address;**
- ***A current lease indicating an alternative residence;**
- ***A current utility bill in the person's name showing an alternative address;**

- ***A current insurance policy or other such invoice/bill showing an alternative address.**

  **Current means issued/created within the last thirty (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 Tenant 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 accept the House Rules and sign 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;
  - 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 survivors 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 D – 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 Connecticut has added Fair Housing protections based on age, ancestry, marital status, sexual orientation or lawful source of income.

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.

Coordinating Efforts to Comply with Section 504 Requirements

The owner/agent has designated a person to address questions or requests regarding the specific needs of residents and applicants with disabilities. This person is referred to as the Section 504 Coordinator.

Amy Gershberg
Executive Director
Greater Bridgeport Jewish Housing Corp.
Seymour I. Hollander Apartments
4190 Park Ave. Bridgeport, CT 06604
Tel:203.374.7868 ext. 4
711 Voice Relay

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.*

THE SEXUAL HARRASSMENT IN FAIR HOUSING INITIATIVE

Sexual harassment in housing includes demands for sex or sexual acts in order to buy, rent or continue renting a home. It also includes other unwelcome sexual conduct that makes it hard to keep living in or feel comfortable in your home. Applicants and residents are encouraged to contact the property management staff or the owner/agent if they feel that they have been subjected to sexual harassment by any landlord, property manager, maintenance staff or other people who have control over housing.

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 survivors 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 survivors of VAWA crimes, people who have survived violence have certain rights under federal fair housing regulation.

This policy is intended to support or assist survivors of VAWA crimes and protect survivors, as well as affiliated persons, from being denied housing or from losing their HUD assisted housing as a consequence of their status as a survivor 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 survivor, or a person to whom the survivor 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 survivor); 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 survivors are not denied housing and housing assistance is not terminated solely because the person is a survivor of a VAWA crime.

Unless such requirements interfere with protections provided under the VAWA, being a survivor 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 survivor has provided necessary documentation to certify their status as a survivor 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 survivor of a VAWA crime does not automatically make a person eligible for housing assistance.

Being a survivor 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 survivor 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 survivor has provided necessary documentation to certify their status as a survivor 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/they wish to exercise these protections. If any applicant or resident wishes to exercise the protections provided in the VAWA, he/she/they 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 survivor 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 survivor 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 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 survivor of a VAWA crime or as a person affiliated with a survivor of a VAWA crime using one of the following methods. Applicants and residents decide which of the following methods is used to certify their status as a survivor of a VAWA crime or as someone affiliated with a survivor of a VAWA crime.

Option 1: When the owner/agent responds to a request to exercise protections provided under the VAWA, the owner/agent will request that an individual provide HUD Form 5382 *Certification as a Victim of Domestic Violence, Dating Violence, Stalking or Sexual Assault* to certify status as a VAWA survivor or as a person affiliated with a VAWA survivor. The person seeking VAWA protections may obtain this form from the property staff or from HUD's web site.

The owner/agent understands that the delivery of the certification form to the applicant/resident via mail may place the survivor at risk, (e.g., the accused perpetrator may monitor the mail). The owner/agent will work with the applicant/resident in making acceptable delivery arrangements.

Option 2: Alternatively, if the applicant/resident has sought assistance in addressing domestic violence, dating violence, sexual assault and/or stalking from a federal, state, tribal, territorial jurisdiction, local police or court, the resident may submit proof of this outreach in lieu of the certification form.

The owner/agent will accept a federal, state, tribal, territorial, or local police record or court record other official record documenting status as a survivor of a VAWA crime or a person affiliated with a survivor of a VAWA crime a defined in this policy.

Option 3: The owner/agent will also accept a document signed and attested to by a professional *(employee, agent or volunteer of a survivor service provider, an attorney, medical personnel, etc.)* from whom the person seeking VAWA protections has sought assistance in addressing domestic violence, dating violence, sexual assault and/or stalking or the effects of the abuse. This document must be signed by the applicant/resident.

The signatory attests under penalty of perjury that he/she/they believe it is the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under the VAWA, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking.

Based on HUD's instruction above, the statement must be signed, dated, and notarized or witnessed, and must include the following language:

Name of person seeking protections *has worked with me to receive assistance in addressing domestic violence, dating violence, sexual assault and/or stalking or the effects of the abuse.*

Name of professional providing documentation *believe it is the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under the VAWA, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking*

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government, HUD, the PHA and any owner (or any employee of HUD, the PHA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than $5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the PHA or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).

The information provided above is true and is based on my knowledge of incidents involving domestic violence, dating violence, sexual assault or stalking.

Signed and dated by person providing certification: _____

I acknowledge that submission of false information is a basis for denial of admission, termination of assistance, or eviction. In addition, providing false information may prompt the owner/agent to notify HUD and pursue civil action related to fraud based on HUD requirements. I am requesting to exercise protections provided through the VAWA because I am a survivor of domestic violence, dating violence, stalking and/or sexual assault (VAWA crimes) or I am a person affiliated with someone who is a survivor of a VAWA crime as defined in this document.

Signed and dated by person seeking VAWA protections:

_____

The owner/agent can provide you with a form that can be used to fulfill this requirement.

If the person seeking VAWA protections cannot provide any of the documents described above, the person should contact the property management staff or the owner/agent to discuss acceptable alternatives. If the documents above cannot be provided, the owner/agent will be the final decision maker regarding acceptable alternatives.

The survivor is not required to name his/her accused perpetrator if doing so would result in imminent threat or if the survivor 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 request to provide certification using any of the options above.

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 survivor 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 described above in Option 2 or Option 3, 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.

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 survivor 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 survivor, 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 survivor and persons affiliated with the survivor, 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 survivor of domestic violence, dating violence, sexual assault, or stalking; or
- The distribution or possession of property among members of a household.

Nonretaliation

The owner/agent will not discriminate against any person because that person has opposed any act or practice made unlawful by the Violence Against Women Act or because that person testified, assisted, or participated in any matter related to the Violence Against Women Act or a VAWA crime.

Noncoercion

The owner/agent shall not coerce, intimidate, threaten, or interfere with, or retaliate against, any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any rights or protections under the Violence Against Women Act including:

1. **Intimidating or threatening any person because that person is assisting or encouraging a person entitled to claim the rights or protections under the Violence Against Women Act.**
2. **Retaliating against any person because that person has participated in any investigation or action to enforce the Violence Against Women Act.**

Protection to Report Crimes from Home

Owner/agents, residents, occupants, service providers, guests and applicants:

1. **Shall have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance; and**
2. **Shall not be penalized based on their requests for assistance or based on criminal activity of which they are a survivor or otherwise not at fault under statutes, ordinances, regulations, or policies adopted or enforced by covered governmental entities. Prohibited penalties include:**
   a. **Actual or threatened assessment of monetary or criminal penalties, fines, or fees.**
   b. **Actual or threatened eviction.**
   c. **Actual or threatened refusal to rent or renew tenancy.**
   d. **Actual or threatened refusal to issue occupancy permit or landlord permit.**
   e. **Actual or threatened closure of the property, or designation of the property as a nuisance or a similarly negative designation.**

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 a survivor of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is a survivor 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 survivor 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.

VAWA EMERGENCY TRANSFERS

Greater Bridgeport Jewish Housing Corporation is concerned about the safety of residents and applicants, and such concern extends to residents and applicants who are survivors of domestic violence, dating violence, sexual assault, or stalking – collectively referred to as VAWA crimes.

The owner/agent has developed a VAWA Emergency Transfer (VET) Plan that allows survivors of VAWA crimes or people associated with survivors of VAWA crimes to request a VET. Please refer to the property's VAWA Policy and VET Policy for more detailed information.

Definitions
Please be aware of the following definitions:

Internal VAWA Emergency Transfer refers to an emergency relocation of a resident to another unit where the resident would not be categorized as a new applicant (usually referred to as a unit transfer); that is, the resident may reside in the new unit without having to undergo an application process. If a unit is available, the resident must be eligible for the unit based on the requirements set forth by the governing agency. The resident should

discuss unit transfer eligibility requirements with the owner/agent and/or property staff to fully understand the requirements.
When a resident qualifies for an internal VAWA Emergency Transfer, and when no unit is immediately available (vacant and ready for occupancy), the owner/agent will add the resident to the property's waiting list with a preference. The resident may remain on the property waiting list even if the resident decides to pursue an External VAWA Emergency Transfer

External VAWA Emergency Transfer refers to an emergency relocation of a resident to another unit where the resident would be categorized as a new applicant; that is the resident must undergo apply and be eligible in order to reside in the new unit. The applicant may be required to meet the eligibility requirements and/or screening requirement set forth by the agencies that govern the housing program and by the property's owner/agent.

Safe unit refers to a unit that the survivor of domestic violence, dating violence, sexual assault, or stalking believes is safe.

VAWA Emergency Transfer (VET)
In accordance with the Violence Against Women Act (VAWA), Greater Bridgeport Jewish Housing Corporation allows residents who are survivors of VAWA crimes or people who are affiliated with survivors of VAWA crimes to request a VAWA Emergency Transfer from the resident's current unit to another unit that is part of this property (internal transfer).

Residents' who request and qualify for a VAWA Emergency Transfer will receive equal preference to any other resident who requests and qualifies for any other emergency unit transfer. Selection will be based on date and time the completed request and all required documents are received.

Residents may request a VAWA Emergency Transfer from the resident's current unit to another unit that is part of another property (external transfer). Residents may also request assistance if they wish to request a VAWA Emergency Transfer to a unit that is part of this property (external transfer).

Regardless of whether the resident/applicant is applying for an internal VAWA Emergency Transfer or an external VAWA Emergency Transfer, residents/applicants requesting a VET must qualify for the new unit based on the requirements set forth by the governing agency.

When requesting an external VAWA Emergency Transfer, the resident/applicant should understand that they may also be subject to other screening requirements set forth by the owner/agent responsible for the other property.

The resident or applicant is responsible for paying for any expenses associated with the move.

The U.S. Department of Justice (DOJ) administers programs that provide funding for survivors covered by VAWA, and the Victims Crime Fund could be used to pay for relocation expenses of these survivors, or to provide other sources of support, which could free up funding to pay for moving costs. Information about the Crime Victims Fund is available at: https://www.ovc.gov/about/victimsfund.html. Information about Office of Violence Against Women grants is available at www.justice.gov/ovw/grant-programs.

Eligibility for VAWA Emergency Transfers
A resident/applicant is eligible for a VAWA Emergency Transfer (VET) when:
1. The person making the request is a survivor of a VAWA crime or are a person affiliated with a survivor of a VAWA crime
2. There is a request for a VAWA Emergency Transfer; and
3. The resident reasonably believes that there is a threat of imminent harm if the resident remains within the same unit; or

If the resident is a survivor of sexual assault, the resident may be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar day period preceding a request for a VAWA Emergency Transfer.

This is true even if the resident is not a resident in good standing.

A resident/applicant requesting a VAWA Emergency Transfer (VET) must expressly request the transfer in accordance with the procedures described in the property VET Policy.

Safety and Security of Applicants and Residents

Victims of VAWA crimes and/or any person affiliated with a survivor of a VAWA crime are urged to take all reasonable precautions to be safe