

MODIFICATION TO
ADMISSIONS & CONTINUING OCCUPANCY POLICY
FOR

__ Cascade Village East-West Phase III __
Development

This modification to the Admissions & Continuing Occupancy Policy (ACOP) (the modification) proposes to modify the Admissions & Continuing Occupancy Policy for **Cascade Village East-West Phase III** (the development) a **65** unit multi-family housing development located at 285 Howard Street, Akron, OH 44304 dated as of January 2014 (the Plan) as prepared by The Community Builder's, Inc. (the Agent) as the management agent for Cascade Village East-West, LP (the Owner) as follows:

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In Section I, Definitions, add in alphabetical order:

Affiliated Persons

A spouse, parent, brother, sister, or child of a VAWA victim, or a person to whom the victim stands in the place of a parent or guardian; or

Any individual, resident/applicant, or lawful occupant living in the household of that individual

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In Section II, Civil Rights Compliance, change C, People with Limited English Proficiency to read as follows:

The Owner and Management will take necessary steps to ensure meaningful access to the housing and services available at the Development by people of limited English-speaking proficiency, in compliance with Title VI of the 1964 Civil Rights Act, HUD Guidance, and other applicable laws.

The Owner and Management will provide interpreter services for all Limited English Proficient (LEP) individuals who need access to language assistance to apply or communicate with Cascade Village North Phase I employees. These interpreters may be in person or by telephone. Where possible, Owner and Management will utilize translated documents to assist LEP individuals with applying for services and to communicate appointments and other items regarding a LEP individual's application for housing or LEP tenant's housing. These interpreter or translation services will be provided at no cost to the applicant or tenant.

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In Section III, Eligibility Requirements, amend paragraph D to include the terminology "sexual assault" as follows:

If an applicant is a victim of domestic violence, dating violence, sexual assault or stalking, management may not deny the applicant the right to apply for admission to the public housing units, provided that the applicant is otherwise eligible for admission.

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In Section VII, Tenant Selection & Assignment Plan, after paragraph B.1, Transfers and before sub-paragraph B.1a, Transfer Requirements, add the following paragraph:

A resident claiming VAWA protection as a victim of domestic violence, dating violence, sexual assault or stalking is eligible for a transfer classified as an emergency or necessary transfer as defined in this ACOP (paragraph B.1(b)(I)). At all times the VAWA victim has the right to determine if any proposed transfer unit is acceptable and deemed safe.

In Section VII, Tenant Selection & Assignment Plan, after new paragraph B.1, Transfers and before sub-paragraph B.1b Necessary Transfers, add the following as paragraph B.1a(iv):

Residents claiming VAWA protection as a victim do not have to requalify as a new applicant, nor will their resident standing inhibit their eligibility, if they otherwise qualify, for a transfer. See Notice of Occupancy Rights under VAWA (HUD 5380) and Management's Emergency Transfer Plan (HUD 5381) for transfer policy and procedure details.

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In Section VII, Tenant Selection & Assignment Plan, after paragraph C, Tenant Selection Criteria and before sub-paragraph C1, add the following:

Pursuant to the Violence Against Women Reauthorization Act (VAWA) of 2013 admission to the development shall not be denied on the basis that the applicant or household member is or has been a victim of domestic violence, dating violence, sexual assault or stalking, if the applicant or household member otherwise qualifies for admission. This includes VAWA protections provided to affiliated persons identified as a spouse, parent, brother, sister or child of the victim, or a person to whom the victim stands in the place of a parent, or guardian or any individual or lawful occupant living the household of that individual. VAWA protections are not provided to guests, unauthorized residents or service providers (Including live-in aides) hired by the applicant.

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In Section VII, Tenant Selection & Assignment Plan, after paragraph D. 5b Verification of Information on Application and Declarations and before paragraph D.6, Home Visit add a paragraph D.5c to read as follows:

Management can, but is not required to, ask tenants to provide documentation to “certify, that tenants or applicants are or have been a victim of domestic violence, dating violence, sexual assault or stalking. Such request must be in writing and you must be given at least 14 business days (Saturdays, Sunday, and federal holidays are excluded) from the day you receive the request to provide the documentation. Management, may but does not have to, extend the deadline for the submission of documentation upon your request. See management VAWA policy for more details.

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In Section VIII, Move In and Lease Signing, after paragraph B.5 add paragraph B.6 to read as follows:

Residents must comply with the community’s Smoke Free Rule, for more information please see Section IX, paragraph G below.

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In Section IX, Conditions for Continued Occupancy, after paragraph A.5 Eligibility for Continued Occupancy and before paragraph B, add a paragraph A.6 to read as follows:

VAWA protected residents remaining in a unit after or during the course of bifurcation of the lease that were party to the existing lease. These residents must be of legal age to sign the lease and be eligible for the housing program to which the unit is subject or where feasible remain in the unit and not receive rental assistance or in cases where there is not option (202 or 811 PRAC), to not remain in the unit. IF no resident can establish eligibility, then management will provide the remaining members 90 calendar days from the date of bifurcation or final decision of bifurcation to establish eligibility under the existing program covering the unit, establish eligibility under another covered program at the development or find alternative housing.

The 90 day period is not available if the covered housing program prohibits it, or if the 90 days exceeds the current expiration date of the lease. Management may add another 60 calendar days for a total of 150 calendar days unless the lease expires within that period or if the housing program prohibits it.

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In Section IX, Conditions for Continued Occupancy, after paragraph F, Work Requirements, add a paragraph G to read as follows:

Smoke Free Housing. No tenant shall smoke, nor permit anyone to smoke tobacco or any other products that is lit and/or inhaled in any form including, but not limited to, cigarettes, cigars, and pipes, or any other object with produces smoke. Smoking shall be prohibited in dwelling units as well as throughout the entire development, including but not limited to hallways, stairways, foyers, common rooms and facilities, decks, patios, exterior landings, front steps, entrance ways, roof tops, fire escapes, basements, storage areas, driveways, lawns, garden, playgrounds, adjoining grounds, building facilities and any other area of the development.

For more information, please see this community’s Smoke Free Rule.

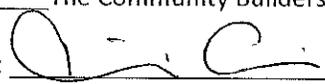
A resident that is a victim of criminal acts directly related to domestic violence, dating violence, sexual assault, or stalking that is caused by a member of their household or a guest and as such seeks VAWA protection shall not have these acts used as a reason for evicting the resident or terminating assistance. In the case where a resident seeks VAWA protection from a household member who has committed criminal acts of violence against family members or others, management may seek to attempt to bifurcate the lease and allow the victim and other household members to stay in the unit. If management chooses to do so, they may not take away the remaining tenant's rights to the unit or otherwise punish the remaining tenants (see Section IX A.6).

Management must follow federal, state and local eviction procedures and management cannot override or circumvent any legal decision made by the courts. In the case where the VAWA victim experiences actual or perceives continued threat of imminent danger, they may request an emergency transfer to a unit on-site pending final bifurcation of the lease. See management policy for emergency transfers for more details.

As an authorized representative of the Agent, I have reviewed this plan modification and by signing below certify that the information contained herein is true and complete. The plan shall be effective as of the date signed or as of the date approved by an authorized agency.

DEVELOPMENT NAME: __ Cascade Village East-West Phase III __

AGENT: _____ The Community Builders, Inc. _____

By: 

Name: TRICIA Corwin

Title: Portfolio operations Mgr

Date: 11/2/17

APPROVED:

AGENCY: _____

By: _____

Name: _____

Title: _____

Date _____