

**ADMISSIONS & CONTINUING OCCUPANCY POLICY  
FOR PUBLIC HOUSING ASSISTED UNITS**

**CASCADE VILLAGE EAST-WEST RENTAL PHASE III  
AKRON, OHIO**

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## **Cascade Village East-West Rental Phase IV Admissions & Continuing Occupancy Policy**

This Admissions and Occupancy Policy (the “Policy”) is adopted by Cascade Village East-West Limited Partnership (the “Owner”) with respect to the sixteen (16) public housing units that are part of the newly-constructed Cascade Village East-West Rental mixed-income housing community to be constructed in Akron, Ohio (the “Development”). The Community Builders, Inc. shall be the initial management agent.

This Policy describes the procedures to be followed by the Owner’s management agent in selecting new tenants for all units in the Development and assessing such tenants’ continuing eligibility for occupancy of such units.

This Policy has been developed to ensure that: (a) all persons have an equal opportunity to apply for housing at the Development; (b) there is a fair and equitable selection process for such housing; and (c) there are fair and reasonable procedures that govern occupancy of such housing. The administration of this Policy is intended to promote the successful development and operation of the Development as economically and socially diverse housing.

The Development will be operated by the Owner's management agent in accordance with this Policy and: The United States Housing Act of 1937, as amended, and implementing regulations; Section 42 of the Internal Revenue Code of 1986, as amended; the Fair Housing Act; the Fair Housing Act Amendments Act of 1988; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act; Title VI of the Civil Rights Act of 1964, as amended; and state and local law. This Policy will be made available to residents and the general public at the Management Office, which will be located in an accessible building. Upon request, Management will provide reasonable assistance to any individual in connection with reviewing this Policy.

### **I. DEFINITIONS**

#### **Act**

The United States Housing Act of 1937, as amended.

#### **Adjusted Income**

Annual Income (as defined below), after certain deductions and exemptions required by Federal law (24 C.F.R. 5.611).

#### **Affiliated Persons**

A spouse, parent, brother, sister or a 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.

**AMHA**

The Akron Metropolitan Housing Authority.

**Annual Income**

The total anticipated income received by or on behalf of the Head of Household, Co-Head of Household and each additional member of the Household, even if temporarily absent, from all sources, over a period of 12 months following the effective date of the initial determination or reexamination of the Household's income, including (without limitation) net income derived from Assets, but excluding income that is temporary, non-recurring or sporadic, and all as defined more specifically under Federal regulation (24 C.F.R. 5.609, 24 C.F.R. 960.255).

**Applicant Household**

All individuals listed on the Pre-Application for admission to a unit at the Development.

**Assets**

Cash (including checking accounts), stocks, bonds, savings, equity in real property or the cash value of life insurance policies, not including the value of personal property such as furniture, automobiles and household effects.

**Co-Head of Household**

A spouse or co-tenant of the Head of Household who signs the Lease and is legally responsible for the obligations of the Household under the Lease.

**Code**

The Internal Revenue Code of 1986, as amended, and any successor statutes or legislation.

**Disabled Family**

A Family in which the Head of Household or Co-Head of Household is a Person with Disabilities; two or more Persons with Disabilities living together; or one or more Persons with Disabilities living with one or more Live-In Aides.

**Drug-Related Criminal Activity**

The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as such term is defined in Section 102 of the Controlled Substances Act).

**Economic Self-Sufficiency Program**

Any program designed to encourage, assist, train, or facilitate the economic independence of participants and their families or to provide work for participants, including programs for job training, employment counseling, work placement, basic skills training, education, workfare,

financial or household management, apprenticeship, or other activities as the Secretary of HUD may provide.

### **Elderly Family**

A Family in which the Head of Household or Co-Head of Household is at least sixty-two (62) years of age. It may include two or more persons who are at least sixty-two years of age living together, or one or more such persons living with one or more Live-in Aides.

### **Family**

Two or more persons related by blood, marriage, adoption, or other operation of law, or two or more persons regularly living together who share income and resources and intend to live together in a stable relationship in a housing unit at the Development. The term “Family” includes but is not limited to: (1) a Family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size); (2) an Elderly Family; (3) a Near-Elderly Family; (4) a Disabled Family; (5) a “displaced family” as defined in 24 C.F.R. 5.403; (6) the remaining member of a tenant family; and (7) a single person who is not an Elderly or Displaced person, or a Person with Disabilities, or the remaining member of a tenant family.

### **Flat Rent**

Rent which a Household can elect to pay for a Public Housing Unit, which is based on the estimated rental value of the unit as determined by Owner in accordance with 24 C.F.R. 960.253 (as approved by AMHA). Flat Rent will be designed so as not to create a disincentive for continued residency by families who are attempting to become economically self-sufficient through employment or who have attained a level of self-sufficiency through their own efforts, and in no event will the Flat Rent exceed the lowest of the following: (1) the maximum permissible rent under the LIHTC Program, (2) the maximum permissible rent as may be required by the Ohio Housing Finance Agency (“OHFA”), and (3) the market rent charged for comparable units in the private unassisted rental market (as approved by AMHA).

### **Head of Household**

The individual who is legally responsible for the obligations of the Household under the Lease.

### **Household**

An individual or Family who has been selected to live in, and has executed a Lease for, a housing unit at the Development. The term Household shall include only those individuals listed in the Lease and any Management-approved Live-In Aide, as defined below.

### **HUD**

The United States Department of Housing and Urban Development.

### **Income-Based Rent**

The highest of: (a) 30% of the Household's Monthly Adjusted Income; or (b) 10% of the Household's Monthly Income; or (c) if the tenant family is receiving payments for welfare assistance from a public agency and a part of such payments (adjusted in accordance with the family's actual housing costs) is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

**Lease**

A lease agreement for a housing unit at the Development that has been executed by Management and by the Head of Household and his or her spouse (the "Co-Head of Household").

**LIHTC-Only Unit**

Any of the forty-nine (49) units that are subject to the LIHTC Program, but are not Public Housing Units, as defined herein.

**LIHTC Program**

The Low Income Housing Tax Credit program, as set forth in Section 42 of the Code and all applicable regulations, all as amended from time to time.

**LIHTC Unit**

Any of the sixty-five (65) units that are subject to the LIHTC Program, which shall include forty-nine (49) LIHTC-Only Units and sixteen (16) units that are also Public Housing Units, as defined herein.

**Live-In Aide**

A person who resides with one or more Elderly persons, Near-Elderly persons, or Persons with Disabilities, and (1) is determined by Management to be essential to the care and well-being of such residents and qualified to provide all necessary supportive services; (2) is not obligated to support such residents financially; and (3) would not be living in the unit except to provide the necessary supportive services, as per 24 CFR 5.403.

**Management**

The management agent appointed by Owner to operate the Development and administer this Policy. The initial management agent shall be The Community Builders, Inc.

**Management Office**

The office used by Management in operating the Development and administering this Policy.

**Minimum Rent**

The minimum amount of rent that a Household that has elected to pay Income-Based Rent must pay. The amount of Minimum Rent shall be \$50 per month, subject to modification by the Owner from time to time. The requirement to pay Minimum Rent is subject to the financial hardship provisions detailed in Section X.B of this Policy.

**Monthly Adjusted Income**

One-twelfth of Adjusted Income, as defined above.

**Monthly Income**

One-twelfth of Annual Income, as defined above.

**Near-Elderly Family**

A Family in which the Head of Household or Co-Head of Household, or sole member is a person who is at least fifty (50) years of age but below the age of sixty-two (62); or a Family in which two or more persons are both at least fifty (50) years of age but are both below the age of sixty-two (62), living together; or in which there are one or more persons who are at least fifty (50) years of age but below the age of sixty-two (62) living with one or more Live-In Aides.

**Overhoused**

Any circumstance in which a Household occupies a unit with a greater number of bedrooms than are necessary to accommodate all members of the Household, according to the standard defined by HUD and described in this Policy.

**Person with Disabilities**

- (1) Means a person who: (i) Has a disability, as defined in 42 U.S.C. 423; (ii) Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that: (A) Is expected to be of long-continued and indefinite duration; (B) Substantially impedes his or her ability to live independently, and (C) Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or (iii) Has a developmental disability as defined in 42 U.S.C. 15002.
- (2) Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
- (3) For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
- (4) Means “individual with handicaps,” as defined in 24 C.F.R. 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

**Pre-Application Form**

The initial application for housing at the Development, to be completed by each Applicant Household and submitted to the Management Office.

**Prior Resident**

A prospective tenant in the Development who was a tenant at either the Elizabeth Park Homes Spring Street public housing community (the “Spring Street Site”) or the Elizabeth Park Homes

Lods Street public housing community (the “Lods Street Site”) on or after March 19, 2003, or whose application for residency had been processed and approved by March 19, 2003, who was displaced as a result of the Elizabeth Park Homes HOPE VI Revitalization. To be considered a Prior Resident for purposes of placement in the Development a tenant need not have been a Head of Household or Co-Head of Household, but must have been a tenant named on a residential lease at the Spring Street or Lods Street Site who was in good standing at the time of displacement. Prior Residents will be given preference based on length of residence at either the Spring Street Site or the Lods Street Site, residents who were tenants at the subject site for longer periods of time being placed higher on the Waiting List. Where a tenant was relocated from the Lods Street Site to the Spring Street Site or vice versa, the move-in date at the original site will be considered for purposes of placement on the Waiting List. In addition, any individual subsequently added to a lease in effect at the Lods Street or Spring Street Sites on March 19, 2003 will be considered a Prior Resident. Prior Residents are subject to Program Preferences and must also meet the Eligibility Requirements and complete the Application Process as set forth in this Policy.

### **Program Preferences**

An income-category placement preference designed to achieve the income-mixing goals of this Policy, and a preference for Working Families. These preferences are also called “local preferences” under HUD’s regulations at 24 C.F.R. 960.206.

### **Public Housing Tenant Rent**

The amount payable monthly by the Household to Owner as rent for the unit. Where all utilities (except telephone) and other essential housing services are supplied by the Owner, Public Housing Tenant Rent shall equal either Income-Based Rent or Flat Rent, as elected by the tenant. Where no such utilities or essential housing services are supplied by the Owner and the tenant has elected to pay Income-Based Rent, Public Housing Tenant Rent equals the tenant’s Income-Based Rent less the Utility Allowance.

### **Public Housing Unit**

Any one of the sixteen (16) units in the Development that receives an operating subsidy and is operated as public housing in accordance with a Regulatory and Operating Agreement between the Owner of such portion of the Development and AMHA. All Public Housing Units will also be subject to all requirements of the LIHTC Program.

### **Reasonable Accommodation Policy**

The policy adopted by Owner concerning the nature and extent of accommodations it will generally make to address any special needs of applicants or residents.

### **Remaining Member of a Household**

Any member of a Household other than the Head (or Co-Head) of Household who is of legal age to enter into a Lease and remains in the unit after the Head (and Co-Head) of Household has



vacated the unit for reasons other than termination of the Lease by Management. All Remaining Members of a Household aged eighteen (18) or older will be responsible for any existing non-payment of rent as a condition of continued occupancy.

**Substantial Cause**

Substantial and valid reasons for rejecting a unit relating to the health or welfare of the Applicant Household or for other substantial reasons. Management will determine whether the reasons for rejecting the unit are substantial and valid.

**Underhoused**

Any circumstance in which a Household occupies a unit with an insufficient number of bedrooms to accommodate all members of the Household, according to the standard defined by HUD and described in this Policy.

**Utility Allowance**

Owner’s estimate of the monthly cost of the reasonable consumption of utilities and other housing services (except telephone) by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment.

**Waiting List**

The site-based (sub-jurisdictional) waiting list maintained by Management and applicable only to the Development.

**Waiting List Number**

The number indicating an Applicant Household’s position on the Waiting List, based on Prior Resident status and all applicable Program Preferences.

**Working Family**

An Applicant Household or Household, as applicable, that can satisfy at least one of the following criterion:

- a. The Applicant Household or Household can certify that, at the time the preference is claimed and upon admission to a unit, the Head of Household or Co-Head of Household is engaged in one or in a combination of the following activities at least thirty (30) hours per week (provided, however, that if an Applicant Household or Household is comprised of Prior Residents, the Head of Household or Co-Head of Household must be engaged in one or in a combination of the following activities at least twenty (20) hours per week):

- (i) Employment;
  - (ii) Enrollment and regular attendance in an economic self-sufficiency program;
  - (iii) Verified job search and/or regular attendance at employment counseling;
  - (iv) Basic employment skills training;
  - (v) Enrollment and consistent attendance in a regular program of education, including general equivalency diploma classes, secondary or post-secondary education, or English proficiency or literacy classes.
- b. The Head (or Co-Head) of the Applicant Household or Household is age 62 or older, or is receiving social security disability, SSI (Supplemental Security Income) disability benefits, or any other payments based on an individual's inability to work due to a disability, as defined in Section 223 of the Social Security Act.
- c. The Applicant Household or Household can certify that, at the time the preference is claimed and upon admission to a unit, the Head of Household or Co-Head of Household:
- (i) Has, within one (1) year of the claim date, graduated from or successfully completed a program of post-secondary education, vocational skills training or on-the-job training acceptable to Owner, and is currently engaged in an active search for employment; or
  - (ii) Is unemployed, but was employed for a sum of six (6) months of the prior twelve (12) months or a sum of three (3) years of the prior five (5) years, and is currently engaged in an active search for employment;
  - (iii) Was discharged from military service, within one (1) year prior to the claim date, under honorable conditions (i.e., an honorable or a general discharge) after more than one (1) year of service, and is currently engaged in an active search for employment; or

- (iv) Is unemployed, but has been enrolled in the community and social services program offered at the Development (the “CSS Program”) for at least three months prior to the date of application, or, if enrolled for less than three months, was employed immediately prior to enrolling in the program for at least the time periods set forth in clause (ii) above.

## II. CIVIL RIGHTS COMPLIANCE

- A. **Nondiscrimination.** The Development shall be operated at all times in accordance with the requirements of the following, as the same may be amended from time to time: (a) The Fair Housing Act, 42 U.S.C. 3601-19, and regulations issued thereunder, 24 CFR Part 100; (b) Executive Order 11063 (Equal Opportunity in Housing) and regulations issued thereunder, 24 CFR Part 107; (c) The fair housing poster regulations, 24 CFR Part 110, and advertising guidelines, 24 CFR Part 109; (d) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, and regulations issued thereunder relating to nondiscrimination in housing, 24 CFR Part 1; (e) Age Discrimination Act of 1975, 42 U.S.C. 6101-07, and regulations issued thereunder, 24 CFR Part 146; (f) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, and regulations issued thereunder, 24 CFR Part 8; (g) The Americans with Disabilities Act, 42 U.S.C. 12181-89, and regulations issued thereunder, 28 CFR Part 36; (h) Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and its implementing regulations of 24 CFR Part 135; (g) Section 3 of the Housing and Community Development Act of 1968, as amended; (h) Ohio fair housing laws; and (i) any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.

The Owner and Management will not, on the basis of race, color, sex, familial status, sexual orientation, religion or creed, disability, marital status or national origin:

1. Deny to anyone the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs.
2. Provide housing that is different from that provided to others. However, the Owner and Management are required by law to provide persons with disabilities with housing that is appropriate for their needs.
3. Subject a person to segregation or disparate treatment.

4. Restrict a person's access to any benefit enjoyed by others in connection with the housing program.
5. Treat a person differently in determining eligibility or other requirements for admission.
6. Deny a person access to the same level of services.
7. Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the housing program.

Admission shall not be automatically denied to an otherwise qualified Applicant Household because of its membership in a group to which negative behavior may be imputed. Members of each Applicant Household will be considered based on their individual attributes or behavior.

**B. Reasonable Accommodation Policy.** To assure compliance with the Fair Housing Act, Section 504 of the Rehabilitation Act ("Section 504") and the applicable provisions of the Americans with Disabilities Act (the "ADA"), Management maintains a Reasonable Accommodation Policy, attached to this Policy as Exhibit C. The Reasonable Accommodation Policy provides for reasonable modifications to rules, policies, practices and services or for making structural alterations when necessary to afford a qualified individual applicant or resident with disabilities an equal opportunity to use and enjoy a dwelling and participate in the housing, programs and services available at the Development. An accommodation will not be considered reasonable if it constitutes a fundamental alteration of the provider's program, or creates an undue financial or administrative burden. The Reasonable Accommodation Policy includes the following elements:

1. Reasonable accommodations will be made at the request of applicants and residents with disabilities to ensure the opportunity for equal access to housing, benefits and services.
2. At the time of initial application and at any recertification, a notice will be provided to each applicant or resident that describes Section 504 requirements, including the right to request a reasonable accommodation.
3. Intake, screening, recertification and other meetings will be conducted at accessible locations.

4. Forms and other documents to be completed by applicants will be available in accessible formats. Sign language interpreters and other auxiliary aides will be provided if requested by the individual with disabilities.
5. Any applicant or resident, whether or not a person with disabilities, may be assisted by a family member, friend or advocate in interviews and meetings with Management, and in the completion of written forms. Upon request, Management will help an individual complete written forms or explain written materials orally.
6. An individual requesting a reasonable accommodation may be required to verify the existence of a disability, as defined by Section 504 and the ADA, and may also be required to document the relationship between the accommodation and the handicap or disability upon request.

- C. **People with Limited English Proficiency.** 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's 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.

- D. **Affirmative Marketing.** Owner and Management will conduct affirmative marketing as required by the Ohio Department of Development (Form AFHM-98).

### III. **ELIGIBILITY REQUIREMENTS**

- A. To be eligible for admission into a Public Housing Unit at the Development, each Applicant Household must meet the following criteria:
  1. The Applicant Household is a Family (as defined above) or a single

person.

2. Each member of the Applicant Household is a citizen of the United States or a non-citizen with eligible immigration status, as defined by HUD (see 24 C.F.R. 5.500 et seq.).
3. The Annual Income does not exceed any limits set by HUD (as described at 24 C.F.R. 5.609), as amended from time to time, or set under the LIHTC Program.
4. Each member of the Applicant Household who is age six (6) or over must submit his or her complete and accurate Social Security number by providing a valid Social Security number card issued by the Social Security Administration, or other such evidence of the Social Security number as HUD and, where applicable, AMHA may prescribe in administrative instructions. If any member of the Applicant Household who is age 6 or over has not been assigned a Social Security number, the Applicant must certify that no such number has been assigned. Such certification must meet the requirements of 24 C.F.R. 5.216(j).
5. During the LIHTC compliance period, meet the income eligibility requirements for admission to the LIHTC Units as described in this Policy.

B. **Initial Occupancy of LIHTC Units.** During the LIHTC compliance period, for admission to the LIHTC Units, an applicant household must:

1. Meet the income standards required by the Ohio Housing Finance Agency (“OHFA”) under which (i) 40% of the LIHTC Units must be rented to families whose incomes are equal to or less than 60% of Area Median Income (“AMI”) at initial occupancy, (ii) 50% of the LIHTC Units must be rented to families whose incomes are equal to or less than 50% of AMI at initial occupancy, and (iii) 10% of the LIHTC Units must be rented to families whose incomes are equal to or less than 35% of AMI at initial occupancy.
2. Use the unit only as a private dwelling for the household, and not for business or other purposes; except that, with the prior permission of the Owner, a family may use the unit for incidental purposes related to his or her trade or business, as long as the incidental use complies with local zoning laws, building codes, applicable health and safety laws, and applicable laws for the regulation of business.

3. Students:

- a. College Students. An applicant family for a Public Housing Unit in which the Head of Household or Co-Head of Household is a college student is not eligible for admission unless the Head or Co-Head of Household is:
- (i) Eighteen (18) years of age or older.
  - (ii) Legally emancipated.
  - (iii) The student does not receive support from a parent or guardian.
  - (iv) The student is not claimed as a dependent on a tax return of a parent or guardian.
  - (v) The student has lived in a separate household from a parent or guardian for a period of at least one year.
- b. Other Student Households. Applicant households for Public Housing Units and LIHTC Units in which all members are full time students, including households consisting of a single person, are not eligible for admission unless:
- (i) The household includes a student who is receiving benefits under the Transitional Assistance for Needy Families program;
  - (ii) The household includes a student who is enrolled in a job training program receiving assistance under the Job Partnership Training Act, or under a similar Federal, State or local law;
  - (iii) The household consists of a single parent with children, so long as the single parent and the children are not declared as dependents on the tax return of another individual not residing in the household; or
  - (iv) All students in the household consist of a married couple filing a joint tax return.

- C. In addition, to be eligible for admission into any of the Public Housing Units or the LIHTC Units, every Applicant Household must:
1. Meet the Tenant Selection Criteria found in this Policy.
  2. Not include any individual who:
    - a. Has been evicted from federally-assisted housing by reason of drug-related criminal activity (as defined in Section 3(b) of the Act) within the past three years, unless such person has successfully completed a rehabilitation program approved by the Owner; or
    - b. Management has reasonable cause to believe illegally uses (or shows a pattern of illegal use of) a controlled substance, or abuses (or shows a pattern of abuse of) alcohol, such that he/she may interfere with the health, safety, or right to peaceful enjoyment of the Development by other residents, Owner's employees (including Management), or persons residing in the immediate vicinity of the Development;
    - c. Is or was, within five (5) years of the date when the Applicant Household would otherwise be selected for admission, engaged in any violent or drug-related criminal activity or other criminal activity that would adversely affect the health, safety, or right to peaceful enjoyment of the Development by other residents, the Owner's employees (including Management), or persons residing in the immediate vicinity of the Development. If any member of the Applicant Household was engaged in any such activity beyond such five (5) year period, Owner may require the Applicant Household, as a condition of admission, to submit evidence sufficient to ensure that such individual has not engaged in any criminal activity during such period;
    - d. Is subject to a lifetime registration requirement under a State sex offender registration program
    - e. Has ever been convicted of distributing or manufacturing methamphetamines on the premises of federally-assisted housing; or



- f. Is a fleeing felon.
- D. 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.

#### IV. SELECTION PREFERENCES

An admission preference does not guarantee admission. Preferences establish the order of placement on the waiting list. Every applicant must still meet Management’s selection criteria before being offered a unit.

- A. **Income Tiers.** The Owner intends that the Development will be a mixed-income community, whose Households have incomes (upon admission to the Development) that fall within the following target mix of incomes:

**Income Tier I:** Up to 35% of HUD-established area median income:

**Income Tier II:** Between 35% and 50% of HUD-established area median income.

**Income Tier III:** Between 50% and 60% of HUD-established area median income.

Sixteen (16) Public Housing Units shall be rented to tenants in Income Tier I; ten (10) LIHTC-Only Units shall be rented to tenants in Income Tier II; and thirty-nine (39) LIHTC-Only Units shall be rented to tenants in Income Tier III.

Each income category or “tier” listed above will be designated as a separate selection preference, to be considered in selecting an Applicant Household for any unit that becomes available, as provided in Section VII below.

The application of the foregoing income tiers is subject to compliance with civil rights laws and regulations set forth in Section II.

- B. **Prior Residents.** At initial lease-up of the Development and thereafter as vacancies occur, Prior Residents meeting the eligibility criteria set forth in this Policy will have priority over applicants who are not Prior Residents. Prior Residents of the Spring Street Site will have priority over Prior Residents of the Lods Street Site, and Prior Residents who were tenants at a site for longer periods of time will have priority over Prior Residents who were tenants at a site for shorter periods of time.

- C. **Application of Preferences.** Applicant Households may qualify and apply for all preferences, independently of one another, or they may qualify and apply for more than one if appropriate. Priority will be given to Prior Residents over all Applicant Households not qualifying as Prior Residents as set forth above. Among Prior Residents, either the Spring Street Site Prior Residents or the Lods Street Site Prior Residents, as the case may be, preference will be given to those Applicant Households that qualify for an Income Tiering preference.

Applicant Households will be placed on the portion of the Waiting List corresponding to any applicable preference in accordance with the date and time of their application and the Family's required bedroom size. However, no Applicant Household will be permitted to retain its position on any portion of the Waiting List if it rejects an appropriate unit, unless such rejection was for Substantial Cause, in which event such rejection will not affect the Applicant Household's position on the Waiting List. Notwithstanding the foregoing, if an Applicant Household has previously rejected two offers of a suitable vacant unit for Substantial Cause, upon the third rejection, even if such rejection is for Substantial Cause, the household will be moved to the bottom of all applicable portions of the Waiting List, and, if the household was entitled to a Prior Resident preference, the household shall no longer be entitled to such preference.

## V. **HOUSEHOLD AND UNIT SIZE CRITERIA**

### A. **Unit Size.**

1. No more than two (2) persons will be required to occupy a bedroom in a Public Housing Unit.
2. Unrelated persons, persons of different generations, or persons of the opposite sex will not be required to share a bedroom in such a unit, unless:
  - a. The Applicant Household elects to do so with the approval of Management, and
  - b. The persons who would be sharing the bedroom are eighteen (18) and older or six (6) and younger.
3. A husband and wife will be expected to share a bedroom, as will dependent children of the same sex.
4. In selecting an appropriate unit size for a Household or an Applicant

Household, Management will balance the need to avoid overcrowding against the need to avoid overhousing and to maximize use of space, in keeping with the above guidelines and the general standard illustrated below:

| Number of Bedrooms | Number of Persons Minimum | Number of Persons Maximum |
|--------------------|---------------------------|---------------------------|
| 1                  | 1                         | 2                         |
| 2                  | 2                         | 4                         |
| 3                  | 3                         | 6                         |

5. For the purpose of determining unit size at move-in, Management will count all full-time members of the Applicant Household listed on the Pre-Application Form (or in the case of a Prior Resident, on a Re-Admission Form), including any Live-In Aides and all children expected to reside in the unit (including those whom an adult in the household is adopting or acquiring legal guardianship of, who are temporarily absent due to placement in foster care or who are away at school, or who will be born to pregnant women in the household).
6. If an Applicant Household qualifies for more than one unit size based on the number of persons in the Household, the Household may elect to have unrelated persons or persons of different generations or of the opposite sex share a bedroom to qualify for a unit with the lower number of bedrooms. The Household may elect (a) to be placed on the portion of the Waiting List for units with the lower number of bedrooms only; (b) to be placed on the portion of the Waiting List for units with the higher number of bedrooms only; or (c) to be placed on both such portions of the Waiting List. If an Applicant Household chooses to be placed on both such portions of the Waiting List, rejection of a unit due to preference for a unit of the other size shall not be considered rejection for Substantial Cause.
7. When a family is actually offered a unit, if it no longer qualifies for the unit size where it was sublisted, it will be moved to the appropriate sublist, retaining its preferences and date and time of application. This may mean that the family may have to wait longer for a unit offer.

- B. **Live-In Aides.** Elderly, Near-Elderly, or Disabled Families may occupy a unit with an additional bedroom (to the extent available) when a bedroom is needed for a Live-In Aide, as long as the Household or Applicant Household provides written documentation from a physician to demonstrate the need for the Live-In Aide and the fact that the existence of a Live-In Aide would enable the Household

to comply with the terms of the Lease. Any Live-In Aide must meet the Eligibility Requirements and Tenant Selection Criteria set forth in this Policy and must be approved by Management, after regular applicant screening (as described below) and a review of the Live-In Aide's housing and employment references. If Management determines that a proposed Live-In Aide is not suitable for residency at the Development, the Household or Applicant Household may propose an alternate Live-In Aide, or request an informal hearing of Management's decision through the Grievance Procedure for the Development.

If approved by Management, each Live-In Aide must sign an agreement to abide by all rules and regulations of the Development. In no event, however, will a Live-In Aide be party to the Lease or be considered a Remaining Member of the Household. Therefore, the income of a Live-In Aide will not be used in calculating the Annual Income of the Household and, in the event that the member of the Household assisted by the Live-In Aide vacates the unit for any reason, the Live-In Aide will have no right to stay in the unit and must vacate immediately.

C. **Accessible Units.**

1. Any unit that has been modified to be accessible to an Elderly or Disabled Family will be offered first to any current resident of the Development who needs the special features of the unit and who is presently residing in a unit in the Development that lacks such features. If no current resident has a need for the accessible unit, it will be offered to a qualified applicant on the Waiting List who needs such special features.
2. When offering an accessible or adaptable unit to a non-disabled applicant, Management will require the applicant to agree to move within thirty (30) days to an available non-accessible unit in the Development when a current resident or a qualified Elderly applicant or applicant who is a Person with Disabilities needs the unit. This requirement will be reflected in the non-disabled applicant's Lease.
3. Similarly, if a Household member needing special features vacates an accessible unit, the Remaining Member(s) of the Household will be required to move to a different unit in the Development as soon as there is a qualified applicant or resident who needs such accessible unit.
4. A Disabled or Elderly Family may elect to move into a unit that lacks features making it accessible if no accessible units are available.

**VI. PRELIMINARY APPLICATION PROCESS**

Owner will accept applications for housing at the Development in a two-step process. The first

step of the process will be a Preliminary Application, as described below. The second step will be a Final Eligibility Determination, after screening by Management, as described in Section VII.D below.

A. **Preliminary Application.**

1. An applicant for housing at the Development may either call, visit or write to the Management Office to get a pre-application packet, which will include a notice of applicant's right to request a reasonable accommodation, a Pre-Application Form and descriptive information about the Development and eligibility for housing at the Development.
2. The Pre-Application Form will require information on the names, ages and relationship of all members of the Applicant Household, the applicant's telephone number, the source and amount of the Household's Annual Income, the citizenship and student status of all members of the Applicant Household, the Social Security numbers of all members of the Applicant Household age 6 or over, the unit size requested, and whether the Applicant Household is requesting an accessible unit.
3. Applicants may complete the Pre-Application Form at the Management Office or return it by mail.
4. Management will notify all applicants of the right to request assistance in completing the Form and Management will provide such reasonable accommodation and assistance requested.
5. When a completed Pre-Application Form is received by the Management Office, Management will assign it an identifying number, for administrative purposes only, for the period in which the application is valid; this number does not indicate placement or position on the Waiting List.
6. The Pre-Application Form will also be time and date-stamped, to determine its priority on the Waiting List.
7. No Pre-Application Form will be date and time-stamped unless it is complete on submission.
8. The Pre-Application Form will be reviewed to consider the following, for purposes of determining the Applicant Household's eligibility for housing at the Development (subject to later verification as provided in Section

VII.D. below):

- a. If the composition of the Applicant Household constitutes a Family as set forth in Section I of this Policy.
  - b. If each member of the Applicant Household is a U.S. citizen or a non-citizen with eligible immigration status, as defined by HUD.
  - c. If the Applicant Household is eligible for a Public Housing Unit based on the income information reported in the Pre-Application Form.
  - d. If each member of the Applicant Household over the age of 6 has a Social Security number, or has certified that no such number has been assigned, and has signed the required forms for release of information.
  - e. If the Applicant Household is a Working Family.
  - f. If the size of the Applicant Household reported on the Pre-Application Form can be accommodated in any unit at the Development, in accordance with the Occupancy Guidelines outlined in Section V of this Policy.
9. If the application indicates that the Applicant Household does not meet these basic eligibility factors, the Pre-Application Form will be rejected. Management will send the applicant a letter listing the reason(s) for this rejection, and notify the applicant of the right to request an informal review of the decision, in accordance with the Grievance Procedure for the Development.
  10. Alternatively, if the Applicant Household qualifies under these preliminary review guidelines, the Pre-Application Form will be accepted and Management will determine to which sections of the Waiting List the Applicant Household should be assigned, as described below.

## VII. TENANT SELECTION AND ASSIGNMENT PLAN

- A. **Operation of Waiting List.** Management will maintain a separate, site-based waiting list that is specific to the Development (the “Waiting List”). To be placed on the Waiting List, an Applicant Household must file a Pre-Application Form that is separate from any application for housing at any other public or tax-credit

housing in the area.

1. **Assignment to Waiting List.** The Waiting List will be divided into several different sections, corresponding to the Program Preferences set forth in this Policy and unit features (i.e., sections for income tier and size of unit in the Development, and for the accessible units in the Development). Based on the information provided in any accepted Pre-Application Form (subject to later verification) Management will determine to which sections of the Waiting List an Applicant Household should be assigned, as follows:

- a. Based on information provided in the Pre-Application Form, Management will assign a Prior Resident Preference to the Applicant Household, if applicable.
- b. Based on the Applicant Household's Annual Income and employment status, as reported on the Pre-Application Form, Management will assign the household an appropriate Income Tier Preference.
- c. Based on the Applicant Household's composition and size, and the Occupancy Guidelines outlined in this Policy, Management will assign the Applicant Household to the portion of the Waiting List corresponding to an appropriately sized unit (subject to the provisions of Section V.A, permitting the Applicant Household to make certain elections regarding the Household's placement on the portion of the Waiting List for particular unit sizes).
- d. If the Applicant Household has requested an accessible housing unit, Management will assign the Applicant Household to the portion of the Waiting List corresponding to accessible units.

A final determination of whether an Applicant Household may occupy a unit at the Development will be made after verification of the information reported on the Pre-Application Form, full screening with respect to the Owner's Tenant Selection Criteria, and an interview with Management, all as part of the Final Eligibility Determination set forth below.

2. **Updating the Waiting List.** The Waiting List for the Development will be updated annually. Management will send a letter and a notice requesting confirmation of Applicant Household's intent to remain on the Waiting List to each Applicant Household on the Waiting List (a "Reply

Card”). The Reply Card must be returned within fifteen (15) days after the date the letter was mailed. If no Reply Card is returned, Management will place the Pre-Application Form in the inactive file, remove the Applicant Household from the Waiting List, and notify the household in writing that it has been removed from the List.

3. **Removing Applicant Names from the Waiting List.** To ensure vacant units are filled in a timely manner, Management needs a Waiting List that is accurate. While each applicant must keep Management apprised of changes in address, phone number, income or other circumstances, no applicant shall be removed from the Waiting List except when one of the following situations occurs:
  - a. The applicant receives and accepts an offer of housing;
  - b. The applicant requests that his/her name be removed from the Waiting List;
  - c. The applicant is rejected, either because he/she is ineligible for public housing at the time of certification, or because he/she fails to meet the Eligibility or Tenant Selection Criteria, as set forth in this policy; or
  - d. The application is withdrawn because the Management attempted to contact the applicant and was unable to do so. However, if persons fail to respond to Management’s attempts to contact them because of verified situations related to a disability, such persons will be entitled to reasonable accommodation, and Management will reinstate such individuals to their former Waiting List positions.
4. **Closing the Waiting List.** If the portion of the Waiting List corresponding to any particular bedroom size exceeds the projected turnover for such units by more than five (5) years, Management may close the list for such units to new applicants. Initially, Management will use a projected turnover of 5-7%. After the end of the second year, Management will use the actual turnover rate at the Development, as determined on an annual basis, provided that the actual turnover rate at the end of the second year is, in Management’s judgment, a reasonable indicator of the projected annual turnover rate.
5. **Reopening the Waiting List.** When the annual review of projected



turnover demonstrates that any section of the Waiting List has less than two (2) years of applicants, such portion of the Waiting List will be reopened. Management will post a notice in the Management Office and at the office of AMHA, and publish a notice in area publications in keeping with the Ohio Department of Development's Affirmative Fair Marketing policies.

**B. Order of Selection and Transfers.**

1. **Transfers.** Transfers will be made from one unit to another within the Development (or, where a transfer is necessary and cannot be accommodated by unit sizes within the Development, to another unit in the inventory of AMHA, to the extent permitted by it), subject to all existing Federal, state and local laws, including the civil rights laws set forth in Section II. A transfer may be necessary or voluntary. Necessary transfers will have priority over new admissions. Voluntary transfers are subject to a determination of "good cause" by Management and are only permissible after a Household has occupied a unit at the Development for at least one year.

Residents 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, see paragraph B.1(b)(i) below. At all times, the VAWA victim has the right to determine if any proposed transfer unit is accepted and deemed safe.

- a. **Transfer Requirements.** To qualify for a transfer, a Household must meet the following conditions:
  - (i) All members of the Household appear on the Lease;
  - (ii) All members of the Household have completed the annual re-examination and are certified as eligible for continued occupancy; and
  - (iii) The Household is in material compliance with all terms of the Lease.
- b. **Necessary transfers.** Necessary transfers will be made to:

- (i) Address emergency conditions (i.e., conditions that pose imminent danger to a resident’s life, health or safety);
- (ii) Permit the use of a unit with special features by a resident or applicant whose disability requires a unit with such features;
- (iii) Correct overhousing or underhousing;
- (iv) Allow the Owner to make major repairs or renovations; and
- (v) Non-compliance with the continued occupancy guidelines as a “Working Family” for all residents that reside in a Public Housing Unit. Non-complying Households that reside in a Public Housing Unit will be transferred to another unit within AMHA’s Public Housing inventory that does not have the “Working Family” requirement for continued occupancy.
- (vi) Residents claiming VAWA protections 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.

If Management determines that it must make a necessary transfer, it will send the Household written notice of the proposed transfer, explaining the reason for the transfer and the Household’s rights to a conference with Management, in accordance with the Owner’s Grievance Procedure. A Household may refuse transfer to another unit offered by Management one (1) time for Substantial Cause that is documented and acceptable to Management. If the Household refuses a second offer, Management may terminate the Household’s Lease.

c. **Voluntary Transfers.**

- (i) Management may authorize a voluntary transfer requested by a Household if it determines that there is Substantial Cause for the transfer.

- (ii) Households will be asked to document all circumstances surrounding a transfer request, to enable Management to make this determination.
  - (iii) Substantial Cause does not exist where the negligence or intentional acts of a member of the Household has created or contributed to the situation cited by the Household as the reason for the transfer.
  - (iv) Voluntary transfers will not take priority over new admissions. Rather, Management will place the Household on a transfer waiting list, and will fill vacant units in the Development with new admissions and voluntary transfers in accordance with a ratio determined by the Owner. Such ratio shall be not more than one voluntary transfer per two new admissions, subject to any obligation to reasonably accommodate a Person with Disabilities as described in Section II or to ensure the financial feasibility of the project.
- d. Management will keep a list of all Households approved for transfers, the type of transfer and the date on which it was approved, as well as a list of all available units, in order to advise Households of the status of their transfers, upon request.
  - e. **Paying for Transfers.** Residents shall bear the cost of transfers to correct occupancy standards. However, where there is a hardship due to health, disability, or other factors, Management may recommend that families be reimbursed for their out-of-pocket expenses for an occupancy standards transfer in an amount not to exceed a reasonable moving allowance established by AMHA. Transfers requested or required by Management, including those for temporary relocation during lead hazard reduction work, and all transfers for reasonable accommodations will be paid for or made by the Management.
- 2. **New Admissions.** If an available unit is not needed for a transfer, as described above, Management will determine from which income tier the next Applicant Household should be selected, and will select for screening the next such household on the Waiting List for the appropriate unit size after applying Program Preferences and giving priority to Prior Residents.

Management shall have the right to select an Applicant Household from the appropriate income tier even if Applicant Households within other income tiers have been on the list for a longer period of time, subject to the priority for Prior Residents. Further, if there are no qualified Applicant Households on the Waiting List for the appropriate income tier and bedroom size, Management may select the next applicant on the List in a higher income tier for the appropriate bedroom size. Application of the foregoing policies shall be subject to compliance with the civil rights laws and regulations set forth in Section II.

- C. **Tenant Selection Criteria.** In order to live at the Development, each Applicant Household must meet the threshold Eligibility Criteria set forth in this Policy. In addition, all members of the Applicant Household must have a satisfactory history of meeting financial obligations and a satisfactory history of conduct in their previous housing. These requirements are applicable to all Applicant Households, including Prior Residents. To make this determination, Management will review the Applicant Household's housing history over the last five (5) years, including that of members who were homeowners or were living with parents.

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 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 in 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.

1. If a review of the Applicant Household's housing history from the past five (5) years reveals a history of any of the conduct listed below, the Management may reject the household's application for occupancy at the Development and remove the household from the Waiting List.
  - a. **Adverse, disruptive, or illegal behavior:**
    - (i) Engaging in any behavior that adversely affected the health, safety or welfare of neighbors or other persons residing in the immediate vicinity, or disturbed such persons' rights to quiet enjoyment of their property, interfered with management of the property in which such household

member resided, or adversely affected the physical environment or financial stability of such property.

- (ii) Illegal use (or a pattern of illegal use) of a controlled substance, or abuse (or a pattern of abuse) of alcohol, that may interfere with the health, safety, or right to peaceful enjoyment of the Development by other residents, Management employees, or persons residing in the immediate vicinity of the Development.

b. **Failure to comply with resident obligations under a Lease.**

This would include, without limitation, any circumstance in which the Applicant Household:

- (i) Has an unpaid balance owing for rent, damages or other charges, unless previous arrangements for repayment have been made and regular payments are verified as being made and current, or if the Applicant Household was paying excessive rent relative to income and can demonstrate responsible efforts they made to resolve the non-payment problem;
- (ii) Has been or is a recipient of a public housing subsidy or a resident of a housing unit supported by low-income housing tax credits, and has refused to cooperate fully in all aspects of the annual or interim review processes;
- (iii) Has a history of permitting person(s) not on the Lease to reside in their apartment without the prior written approval of the landlord;
- (iv) Has a history of non-payment of rent. For purposes of this Policy, “history of non-payment” means three or more late rent payments in a twelve (12) month period;
- (v) Has a history of failing to control guests or minors who are household members, such that they adversely affect the health, safety or welfare of neighbors or other persons residing in the immediate vicinity, or disturb such persons’ rights to quiet enjoyment of their property, interfere with management of the property, or adversely affect the physical environment or financial stability of the property;

or

- (vi) Eviction from previous housing for nonpayment of rent or any other Lease violation.

**c. Unsanitary or hazardous housekeeping practices.** Unsanitary or hazardous housekeeping practices include, but are not limited to, the following:

- (i) Creation of a fire hazard through acts such as hoarding of rags, papers or other flammable material;
- (ii) Significant damage to the premises or any equipment and appliances therein for which a member of the Applicant Household is responsible;
- (iii) Infestation, foul odors, or improperly disposed of garbage that adversely affects any neighbors; or
- (iv) Any other serious neglect of the premises.

**d. Criminal history.** Management will order a criminal history check on all adult members of the Applicant Household as well as all adults seeking to be added to existing Leases.

- (i) If Management determines that any such member of the Applicant Household has, within the five (5) years preceding the date on which the Applicant Household would be selected for admission, engaged in any drug-related or violent criminal activity or other criminal activity that would adversely affect the health, safety, or right to peaceful enjoyment of the Development by other residents, Management employees, or persons residing in the immediate vicinity of the Development, then the application for tenancy will be rejected.
- (ii) If any household member has engaged in such activity beyond such five (5) year period, Management may require, as a condition of occupancy, that the Applicant Household submit evidence sufficient to ensure that the individual has not engaged in any criminal activity within such five-year period.

- (iii) Management will automatically reject any application if it determines that any member of the Applicant Household does not meet the Eligibility Criteria applicable to all residents as set forth above.
- (iv) In the event an applicant is rejected for admission because of security or safety concerns, or because of criminal history, Management may consider admitting such Applicant Household based on mitigating factors which indicate a reasonable probability of future favorable conduct.
- (v) However, in no event will the Management give consideration to any Applicant Household where a member is subject to lifetime registration as a sex offender, was convicted for the manufacture or production of methamphetamines on the premises of federally assisted housing, or is a fleeing felon.
- (vi) If an applicant has been rejected for past drug-related offenses other than manufacture or production of methamphetamines on the premises of federally assisted housing and has requested that Management consider mitigating circumstances, Management may conduct a drug test before making a decision regarding admission to the Development.

2. **Bad credit and financial standing.** To determine the applicant's capacity to pay rent on a timely basis, Management will examine the applicant's credit history, including the applicant's rent payment history with AMHA. The applicant will not be responsible for payment of the cost of a credit report. A poor credit history will not necessarily be a basis for rejection of the application. Instead, Management will consider such factors as whether the applicant's credit report and other verification indicates a consistent and repeated history of non-payment of housing related costs, the age, size and number of debts, whether the credit history resulted from disability or illness, or high rent burdens or other factors that indicate the applicant is likely to pay rent in the future.

- a. If an applicant is denied admission based on a credit report, the written notification of denial will include:

- (i) A statement that the application was rejected because of the credit report;
  - (ii) The name, address and telephone number of the credit reporting agency;
  - (iii) A statement that the credit reporting agency did not make the decision to deny the application and is unable to provide the applicant with the reasons for the denial;
  - (iv) A statement that the applicant is entitled to obtain a free copy of the credit report from the credit reporting agency within sixty days of the notice;
  - (v) A statement that the applicant has the right to examine the credit report; and
  - (vi) A statement that the applicant has the right to dispute the accuracy of the credit report with the credit-reporting agency.
- b. The household will have two weeks after receiving the notice of the cause for rejection to send corrected information directly to Management.
  - c. If an Applicant Household claims that a disqualifying behavior as set forth in this section was the result of a disability or handicap, Management will make reasonable accommodation under the circumstances set forth in Section II of this Policy.
3. **Ability to Pay for Utilities.** In addition to the financial information given above, the Applicant Household must submit proof of its ability to establish accounts in its own name for utilities.

**D. Verification Procedures/Final Eligibility Determination.**

- 1. **Contacting Persons for Final Screening and Interview.** When an Applicant Household comes close to the top of the Waiting List, but no sooner than six months prior to an anticipated vacancy in an appropriately sized housing unit, Management will commence the final screening and interview process according to the following procedures:



- a. Each Applicant Household is responsible for keeping Management informed of any changes of address and/or telephone number.
- b. If after two documented efforts an Applicant Household cannot be reached, a certified letter will be sent to the last known address stating the date and time for a interview.
- c. If Management does not receive a response to the certified letter within ten (10) business days after the date the letter was mailed, or if the letter is returned because the US Postal Service was unable to deliver it, the applicant's Pre-Application Form will be placed in the inactive file, and Management will notify the Applicant Household that it has been removed from the Waiting List.
- d. If Management successfully contacts the Applicant Household and schedules an interview, but the Applicant Household fails to attend, one (1) attempt will be made to contact the household by telephone.
  - (i) If the Applicant Household responds, another appointment will be scheduled.
  - (ii) However, if there is no response within three days, or if the household again fails to attend the interview, the Pre-Application Form will be placed in the inactive file and Management will notify the Applicant Household that it has been removed from the Waiting List.

2. **Verification Process.** As applicants approach the top of the waiting list, they will be contacted by Management and asked to come in for an interview to complete their applicant files. Applicants who fail to attend their scheduled interview or who cannot be contacted to schedule an interview will have their applications withdrawn, subject to reasonable accommodations for people with disabilities.

- a. The following items will be verified to determine qualification for admission to the Development:
  - (i) Family composition and type (Elderly/ Near-Elderly/Disabled/non-elderly);

- (ii) Annual Income;
- (iii) Assets and Asset Income;
- (iv) Deductions from Income;
- (v) Preferences;
- (vi) Social Security Numbers of all Family Members;
- (vii) Applicant Screening Information; and
- (viii) Citizenship or eligible immigration status.

b. Third party written verification is the required form of documentation to substantiate applicant or resident claims. If attempts to obtain third party written verification are unsuccessful, Management may also use:

- (i) Phone verifications with the results recorded in the file, dated, and signed by Management staff,
- (ii) Review of documents, and, if no other form of verification is available,
- (iii) Applicant certification. Applicants must cooperate fully in obtaining or providing the necessary verifications.

If Management uses any of the above forms of substitute verification, Management must also record both the form of substitute verification used and the reason that third party written verification was unavailable in the file.

c. Verification of eligible immigration status shall be carried out pursuant to 24 C.F.R. 5.508. U.S. citizens are permitted to certify to their status.

**3. Interview.** All members of the Applicant Household age sixteen (16) and older must attend at least one interview session. At the interview, the following will occur:

a. The program requirements and verification procedures will be

explained.

- b. All household members age eighteen (18) and older must present a photographic identification card at the interview session. The card will be photocopied and the copy retained in the applicant file.
- c. All household members age eighteen (18) and over will be required to sign release of information forms for required verification and certification paperwork.
- d. Applicants will be informed of the Development's policies of non-discrimination and that Federal law prohibits discrimination on the basis of race, color, national origin, religion, familial status, disability, or sex.
- e. Applicants will be informed that they must cooperate fully in the application process and submit to Management, in a timely manner, complete and accurate information requested by Management (including, without limitation, names, addresses, and telephone numbers of all references and sources for verification, such as banks, landlords, child care providers, health insurance carriers, etc.). Applicants will also be informed that submission of incomplete, false or misleading information will be grounds for denial of the application.
- f. All applicants will be informed that a final decision on their eligibility cannot be made until all verifications are complete.
- g. All applicants will be given a voided copy of the form of Lease applicable to them as well as a copy of the rules and regulations for the Development. The Applicant Household will be informed that it should review these documents and that, should its application for housing be approved, the Lease and community guidelines will be reviewed in detail at a move-in appointment.
- h. The rules and regulations may be amended from time to time by Management. At least thirty (30) days prior to modifying the rules and regulations, Management shall notify each Tenant of the proposed modifications and shall provide each Tenant an opportunity to present written comments in response to the proposed modifications. Subject to the requirements of 24 C.F.R. 966.3, comments submitted shall be considered by Management

before formal adoption of any new Lease form. Upon institution of modified rules and regulations, each Tenant will be required to sign an addendum to the Lease incorporating such modified rules and regulations.

- i. All Applicant Households will be informed of the Grievance Procedure for the Development, which is set forth in Section VII.F.

**4. Screening Process:** Management will ask each Applicant Household to complete a comprehensive, current Application (to supplement the Pre-Application Form), and ask each member of the Applicant Household to complete such verification forms, consents and authorizations as may be necessary, including, without limitation:

- a. Participant's Consent to the Release of Information (HUD 9886).
- b. Authorization for Release of Information (HUD 9886).
- c. Applicant/Tenant Certification(s).
- d. Applicable Income Verification Forms
- e. Applicable Household Allowances Verification Forms
- f. Criminal, Credit and Housing Court History Release Authorization Forms.
- g. Landlord Verification Forms covering the preceding five (5) years.
- h. Authorization for release of information concerning participation in a drug rehabilitation program.

In addition, each Applicant Household must provide the following information for all members of the household at the time of the interview:

- a. For Public Housing Units, if any member of the Applicant Household is not a U.S. citizen, evidence of legal immigrant status.
- b. An original birth certificate (or a copy) for each member of the Applicant Household, a marriage certificate for each married couple who will reside in the unit (or in the case of common law marriage, certification by the couple as to their marital status),

documentation of legal custody of any children who have been adopted or are under legal guardianship, or evidence that two or more unrelated persons who will reside in the unit will live together in a stable relationship and share resources.

- c. If necessary and requested by Management, reasonable documentation supporting a claim for an accessible or modified unit or other reasonable accommodation.

**5. Verification of Information on Application and Declarations.**

Applications will be processed as follows:

- a. Requests for verification of income, assets, child care expenses, medical expenses, disabilities, and housing reference(s) signed by any member of any Applicant Household will be mailed by Management directly to persons identified by such member as the person or agency to verify the information.
- b. Management will order a credit report and a criminal background check on all adult members of the Applicant Household (which, for purposes of the criminal background check, will include a member under the age of eighteen (18) if such member has been convicted as an adult) and such other reports and background checks as Management deems necessary.
- c. 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 14 business days (Saturdays, Sundays, 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’s VAWA Policy for more details.

- 6. Home Visit.** Home visits will be scheduled in circumstances where landlord verification results in information that indicates that an otherwise qualified applicant is not suitable for occupancy. At the home visit, Management will attempt to differentiate between any damage to the current residence that was caused by the Applicant Household and any damage that is the responsibility of the landlord or housing provider. The

purpose of the home visit is to determine the following:

- a. That the Applicant Household is capable of caring for a housing unit so as not to create health and safety hazards or contribute to infestations.
- b. That the Applicant Household is not currently engaged in behavior or practices that would violate a Lease.

If the Applicant Household is homeless or is living with another household, or for other reasons is unable to control the condition of its current living space, Management will visit the Applicant Household in its current living situation and assess, to the extent feasible under the circumstances, the Applicant Household's ability to care for a housing unit and comply with a Lease. Where insufficient information to make a determination regarding the Applicant Household's ability to care for a housing unit and comply with a Lease, Management may admit the Applicant Household but require periodic home visits after the Applicant Household has moved into a unit at the Development.

**7. Completion of Application Process.**

- a. All applications will be processed and verified promptly.
- b. Upon completion of the verification process, each Applicant Household will be informed in writing of Management's determination of whether the household's application for housing at the Development has been accepted.
- c. If the application is accepted, the letter will indicate the approximate date of occupancy insofar as that date can be reasonably determined, in accordance with 24 C.F.R. 960.208(b).

**d. Rejected Applications.**

- (i) If the application is rejected, the written communication will include the specific reasons for the rejection, and will notify the Applicant Household that it has been removed from the Waiting List.
- (ii) The rejection letter will also inform the Applicant Household of the right (a) to review the information that

caused the application to be rejected and, (b) to respond in writing within ten (10) days of Management's delivery of the rejection letter to request an Informal Hearing if such option is available to it under the Grievance Procedure (described below in Section VII.F.).

- (iii) The rejection letter will also include a notice regarding Applicant Household's right to request a reasonable accommodation, if applicable. If the Applicant Household believes that the rejection is based on a condition (such as unsatisfactory housing history) that is aggravated by a disability or handicap, the Applicant Household may request a reasonable accommodation that would mitigate such condition and enable the household to comply with the terms of a Lease. All such requests will be accepted or rejected as set forth in Section II hereof and in the Reasonable Accommodation Policy.
- (iv) If any rejection is reversed under the Grievance Procedure or based on a reasonable accommodation by Management, the Applicant Household will be placed back on the Waiting List in the position it would have been had the application been initially accepted.

**E. Making Unit Offers to Applicants.**

1. As soon as a unit becomes available for occupancy, Management will identify the screened and approved Applicant Household that is highest on the Waiting List for a unit of such size, and provide such household a written offer for such unit. Management may also attempt to communicate the offer to the Applicant Household by phone.
2. The offer will include the following information:
  - a. The monthly rent amount;
  - b. The requirement that each Household pay a security deposit, according to the type of unit the Household will occupy as follows:
    - (i) Applicant Households for LIHTC-Only Units must pay the first month's rent and security deposit prior to move-in; and

- (ii) Applicant Households for Public Housing Units must pay a minimum security deposit of \$\_\_\_\_\_ or the “Total Tenant Payment,” (as determined in accordance with 24 CFR § 5.628) prior to move-in;
  - c. The form of rent and deposit payments; and
  - d. Any other conditions to occupancy, including, without limitation, the requirement that each adult member of the Applicant Household who is not specifically exempt from the Federal requirement to provide community service or participate in an Economic Self-Sufficiency Plan will be required to execute an agreement to provide such service or participate in such a plan.
3. The Applicant Household must indicate acceptance or rejection of the available unit within three (3) days after Management notifies the household of the offer by phone, or five (5) days after Management mails the offer letter, whichever is shorter.
  4. The first and second time the Applicant Household rejects a unit for Substantial Cause, its application will be returned to the Waiting List at the same position (or positions) it was at prior to the offer of such unit. The third time the Applicant Household rejects a unit, even if such rejection is for Substantial Cause, the Applicant Household will be moved to the bottom of all applicable portions of the Waiting List and will lose any Prior Resident preference.
  5. If an Applicant Household accepts the offered unit, Management will schedule a move-in appointment, which all household members age sixteen (16) and older must attend. The procedures to be followed at this appointment are set out in Section VIII below. In addition, all Applicant Households must complete the Housing Readiness Program offered at the Development before their move-in date.

**F. Grievance Procedure.**

This Section F shall be referred to as the “Grievance Procedure.”

1. **Informal Settlement.** The following procedures shall be referred to as the “Informal Settlement Procedures.”
  - a. If Management proposes to take any action that would substantially and adversely affect a particular Household (i.e., by eviction, rent



increase or forced transfer) or Applicant Household (i.e., by denial of application for housing or denial of selection preference), a Household or Applicant Household that disagrees with such action (a “Complainant”) may contact the Management Office to explain its view or reply to any charges, either orally or in writing, within a reasonable time not to exceed ten (10) days from the date of Management’s proposed action.

- b. Written grievances must be signed by the Complainant. Each grievance, whether written or oral, shall specify:
  - (i) The particular grounds upon which it is based;
  - (ii) The action requested; and
  - (iii) The name, address and telephone number of the Complainant.
- c. Management shall respond to such grievances informally and shall make reasonable attempts to settle such grievances without a hearing, including arranging a meeting with the Complainant to discuss the complaint.
- d. Within five (5) business days after the meeting with Complainant, Management shall prepare and deliver to the Complainant a summary (the “Summary”) of such informal attempts at resolution, including the names of the participants, dates of meeting(s), nature of the proposed disposition of the complaint (the “Disposition”) and the specific reasons therefor.

## **2. Grievance Hearing.**

- a. Within fifteen (15) days after Management receives any timely request for a Grievance Hearing from a Household or Applicant Household that occupies or is applying for a Public Housing Unit, a Grievance Hearing will be conducted by an employee of Management who did not participate in the initial decision to take the adverse action or in the Disposition (the “Hearing Officer”).
- b. The Hearing Officer will give the Complainant at least ten (10) days notice of the time and place of the hearing, and the Complainant will have the right to review its file and make copies

(at Complainant's sole expense) prior to the hearing.

- c. The hearing will be private, but the Complainant may bring a legal representative to the hearing, if desired.
- d. If the Complainant or Management fails to appear at the hearing, the Hearing Officer may make a determination that the party has waived its right to the hearing.
- e. Before a hearing is scheduled in any grievance involving the amount of rent that Management claims is due, the Complainant must pay an escrow deposit to Management equal to the amount of rent Management states is due and payable as of the first of the month preceding the month in which the Household's act or failure to act took place. After the first deposit, the Household must deposit the same amount monthly until the family's complaint is resolved by decision of the Hearing Officer. Provided, that Management must waive the requirement for an escrow deposit where a Household would be entitled to a financial hardship exemption from Minimum Rent requirements under Section X.B of this Policy, or if the amount the Household is required to pay in rent is reduced as a result of a welfare benefits reduction affecting calculation of family income, in accordance with applicable law. Unless Management waives the requirement for an escrow deposit, a Household's failure to make the escrow deposit will terminate the Grievance Procedure. A Household's failure to pay the escrow deposit does not, however, waive the Household's right to contest in any appropriate judicial proceeding Management's disposition of the grievance.
- f. All grievances shall be personally presented either orally or in writing pursuant to the Informal Settlement Procedures as a condition precedent to a Grievance Hearing, unless: (i) an Expedited Grievance Procedure is applicable as provided below, or (ii) the Hearing Officer waives such condition precedent upon a showing by the Complainant of good cause why he or she failed to follow Informal Settlement Procedures.
- g. At the hearing, the Complainant may present evidence and arguments in support of the complaint and contradict evidence against the Complainant. The hearing will be informal, and the Hearing Officer may consider any evidence or testimony that is

directly related to the facts and issues raised by the complaint or the Disposition.

- h. Within five (5) business days after the hearing, the Hearing Officer will prepare and deliver to Management and the Complainant a written decision about the complaint, including the reasons therefor. The decision will be binding on the Owner, the Complainant, and Management, except to the extent that it is inconsistent with the Act, HUD regulations, the Annual Contributions Contract governing the Development, State law, or Section 42 of the Code.
- i. All notices to be delivered in connection with this Grievance Procedure will be deemed received upon actual receipt (if delivered in person) or two (2) days after deposit in the U.S. mail, postage paid and return receipt requested.
- j. The procedures for Grievance Hearings shall not apply to any termination of a public housing tenancy based on any violent or drug-related criminal activity on or off the premises of the Development; any other criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents of the Development, neighbors of the Development, the Owner, Management or the employees of the Owner or Management; or any activity resulting in a felony conviction.
- k. **Selection of Hearing Officer or Panel.** A Grievance Hearing shall be conducted by Management's Portfolio Manager. In the event that the Portfolio Manager was involved in the Management action under review, Management shall appoint an impartial person to act as the Hearing Officer for that particular Grievance Procedure in a manner consistent with 24 C.F.R. 966.55(b)(2)(ii). Management will have consulted with resident organizations prior to the appointment of such hearing officers.

### 3. **Expedited Procedure.**

- a. The Informal Settlement Procedures will not apply in the event that a proposed adverse action is a Lease termination based on:
  - (i) Any violent or drug-related criminal activity;

- (ii) Any other criminal activity that threatens the health, safety or right to peaceful enjoyment of their premises by other residents/neighbors or Management employees; or
  - (iii) Any activity resulting in a felony conviction;.
- b. For such termination proceedings, a Complainant will have the right to request an “Expedited Grievance Hearing” immediately, by filing an Expedited Grievance Hearing request form within two (2) business days of receiving a notice of termination.
- c. If the Complainant does not file the form within such two (2) day period, Management may proceed with the Lease termination procedures detailed under this Policy, and, if necessary, may initiate eviction proceedings in a court of competent jurisdiction.
- d. If the Complainant has timely requested an Expedited Grievance Hearing, such hearing will be held following the procedures for regular Grievance Hearings, provided, however, that the process will be expedited as follows:
  - (i) Within two (2) business days after receiving the Expedited Grievance Hearing request, the Hearing Officer will set the time and place of the hearing, which will be held no less than five (5) business days and no more than ten (10) business days after the Hearing Officer receives the hearing request;
  - (ii) The Hearing Officer will give the Complainant five (5) business days’ notice of the time and place of the hearing; and
  - (iii) The Hearing Officer will prepare a written decision within two (2) business days after the hearing.

**4. Compliance with Regulations.**

- a. Management actions taken under the Grievance Procedure will comply with 24 CFR Part 966.55 regarding escrow deposits and any rent that Management claims is due.
- b. All Management actions taken under the Grievance Procedure will

comply with 24 CFR Part 966, Subpart B.

- G. **Tenant Selection and Unit Assignment: Compliance with Civil Rights.** The foregoing Tenant Selection and Assignment Plan shall be subject to and shall be implemented in a manner to ensure compliance with the civil rights laws and regulations set forth in Section II.

## VIII. MOVE IN AND LEASE SIGNING

- A. **Unit Assignment.** Units will be assigned by matching an appropriate family from the Waiting List to a unit of the appropriate size and amenities in accordance with Section V of this Policy.

B. **General Leasing Policy.**

1. All units must be occupied pursuant to a Lease that complies with HUD's regulations (See 24 C.F.R. 966.1 et seq.).
2. The Lease shall be signed by the Head and Co-Head (if applicable) of Household, all other adult members of the Household, and Management prior to actual admission.
3. If a resident transfers from one unit to another, a new Lease will be executed for the dwelling into which the family moves.
4. If at any time during the term of the Lease, a change in the Household's status results in the need for changing or amending any provision of the Lease, either:
  - a. A new Lease will be executed;
  - b. A Notice of Rent Adjustment will be executed; or
  - c. An appropriate rider will be prepared and made a part of the existing Lease.

All copies of such riders or insertions are to be dated and signed by the Head of Household (and Co-Head, if applicable) and by Management.

5. Residents must advise Management if they will be absent from the unit for more than fourteen (14) days. Residents shall provide a means for Management to contact the resident in an emergency. Failure to advise

Management of an extended absence is grounds for termination of the Lease.

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

C. **Review of the Lease and Rules and Regulations.**

1. Once an Applicant Household is approved for housing, an appointment will be scheduled for the Head (and Co-Head, if any) of Household to review and sign the Lease.
2. At the appointment, Management will review the terms of the Lease, the rules and regulations, the annual income review requirements, and the requirement to either provide community service or participate in an Economic Self-Sufficiency Plan, unless exempt under Federal law (See 24 C.F.R. 960.601(b) or Section IX.E.1 of the Policy), where applicable, with all adult members of the Household.
3. If the Applicant Household is applying for a Public Housing Unit, each adult member of the Household who is not exempt under Federal law will execute an agreement to provide community service or participate in an Economic Self-Sufficiency Plan (designed by Management in cooperation with such member).
4. Each Household will be provided with a move-in packet, which will contain additional information about the community.

- D. **Payments Required Upon Move In.** Prior to receiving apartment keys and taking possession of the new apartment, the Household must pay the first month's rent. Each Household shall pay a security deposit in the amount set forth in Section VII.E.2.b herein. These payments may only be made in the form of a cashiers check or money order.

E. **Pre-Occupancy Inspection.**

1. Prior to move-in, a Management representative will accompany the Head (or Co-Head) of Household to the apartment to complete an inspection and review the operation of any equipment or appliances in the unit. Management and the Head (or Co-Head) of Household will sign and date a Unit Inspection Form that indicates the condition of the unit and states that the Head (or Co-Head) of Household was instructed in the use and care of

appliances and systems in the unit. The Head (or Co-Head) of Household will receive a copy of the signed inspection, and the original will be retained in the Household's file.

2. If the Applicant and/or Management identify any maintenance deficiencies that should be corrected, Management will generate a Work Order for the maintenance department. The Work Order number and the date on which it was generated will be recorded on the original copy of the Unit Inspection Form. Maintenance personnel will promptly correct any deficiencies.

F. **Additions to the Household and Visitors.**

1. Only those persons listed on the most recent certification form and Lease shall be permitted to occupy a dwelling unit.
  - a. Except for natural births to or adoptions by family members, or court awarded custody, any Family seeking to add a new member must request approval in writing before the new member moves in.
  - b. Also included, would be situations in which a person (often a relative) comes to the unit as a visitor but stayed on in the unit because the tenant needed support, for example, after a medical procedure.
  - c. All persons listed on the most recent certification form and the Lease must use the dwelling unit as their sole residence.
2. When a resident requests approval to add a new person to the Lease, Management will conduct pre-admission screening of any proposed new adult member to determine whether Management will grant such approval. Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process, although the resident still needs prior permission from Management to add children other than those born to, adopted by or awarded by the court to the family.
3. Examples of situations in which the addition of a family or household member is subject to screening are:
  - a. Resident plans to be married and requests to add the new spouse to





8. Family members over age seventeen (17) or emancipated minors who move from the dwelling unit to establish new households shall be removed from the Lease.
  - a. The resident shall report the move-out within thirty (30) calendar days of its occurrence.
  - b. These individuals may not be readmitted to the unit and must apply as a new applicant households for placement on the Waiting List.
  - c. Medical hardship, or other extenuating circumstances shall be considered by Management in making determinations under this paragraph.

## IX. CONDITIONS FOR CONTINUED OCCUPANCY

- A. **Eligibility for Continued Occupancy.** Residents who meet the following criteria will be eligible for continued occupancy:
  1. Qualify as a Family as defined in Section I of this Policy.
  2. Are in full compliance with the resident obligations and responsibilities as described in the Lease.
  3. Whose family members, age six (6) and older, each have Social Security numbers or have certifications on file indicating they have no Social Security numbers.
  4. Who meet HUD standards on citizenship or immigration status.
  5. Who are in compliance with the AMHA's eight (8) hour per month community service requirements.
  6. 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 no 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.

B. **Regular Re-Examinations.** Management shall, no less than annually, re-examine the income and the composition of each Household occupying a Public Housing Unit or an LIHTC Unit at the Development. In connection with this re-examination, each adult member of the Household must complete and sign an Application for Continued Occupancy, and any other forms and certifications required by Management. Upon request, Management will provide assistance in completing the application and all accompanying forms. Management will verify by third-party sources all information and certifications provided by the Household and, based on the verified information, determine:

1. Whether the Household remains eligible for a Public Housing Unit. A family will remain eligible only if:
  - a. The Household continues to qualify as a Family,
  - b. The Household is in compliance with all of its obligations and responsibilities under the Lease,
  - c. Each member of the Household age six (6) and over has a Social Security number, or provides a certification that no such number has been assigned, and
  - d. Each non-exempt adult member of the Household is either:
    - (i) Contributing eight (8) hours per month of community service (not including political activities) within the community, or
    - (ii) Participating in an Economic Self-Sufficiency Program, and has done so throughout the term of the Household's tenancy, unless specifically exempt under Federal law;

2. Whether the Household is in an appropriately sized unit or is currently overhoused or underhoused; and
3. The amount of Income-Based Rent the Household should pay, in accordance with Section X of this Policy.

Each Household is required to furnish all information necessary to complete the re-examination. If a Household fails to respond to Management's request for such information within the time specified, Management will deliver a written warning that describes the information needed, the time for delivering it, and the fact that failure to deliver the information and complete the re-examination may result in termination of the Household's Lease. If the Household does not provide all requested information within the time specified in the warning, Management may proceed to terminate the Lease for failure to comply with its material terms.

C. **Interim Re-Examinations.**

1. In between regular re-examinations, Management may need to perform interim re-examinations of a Household occupying a Public Housing Unit if:
  - a. The Household's income or composition has changed; or
  - b. The Household reported zero income, or failed to verify income, at the regular re-examination.
2. Occupants of Public Housing Units are obligated to report any increase in income or change in family size to Management within fifteen (15) days of such change.
3. Failure to report any such change may result in a retroactive rent increase, but not a retroactive rent reduction.

D. **Effect of Re-Examination.** Following any re-examination, regular or interim, of a Household occupying a Public Housing Unit, Management will prepare a Notice of Rent Adjustment/Household Composition as an addendum to the Lease. One copy of the notice will be delivered to the Household and one copy will be kept in the Household's file. If any change of unit size is required, Management will place the Household on a transfer waiting list and move the Household to the next available unit in the appropriate income tier and with the appropriate unit size.

No transfer will occur and no rent adjustment will take effect until thirty (30) days after notice of such change has been delivered by Management. Any such notice will also advise the Household of its right to discuss the proposed action with Management and to file a grievance if it does not agree with the determination.

E. **Community Service or Self-Sufficiency Requirements: Public Housing Units Only.** In compliance with public housing requirements, every Lease for a Public Housing Unit shall provide that each non-exempt adult member of the Household age eighteen (18) or over shall engage in at least eight (8) hours per month of community service or self-sufficiency activity approved by the Owner.

1. Any member of the Household shall be exempt from the community service and self-sufficiency requirements if he or she:
  - a. Is under the age of eighteen (18) or is age sixty-two (62) or more;
  - b. Is a blind person or a disabled person as defined by the Social Security Act in 42 U.S.C. §216(i)(1) or §1614 and who certifies that he or she is exempt under 24 C.F.R. 960.601;
  - c. Is the primary caretaker of a blind person, or a disabled person as defined by the Social Security Act in 42 U.S.C. §216(i) or §1614;
  - d. Is engaged in work or self-sufficiency activities approved by the Owner;
  - e. Meets the requirements for exemption from participation in work activities under a state program funded under Title IV-A of the Social Security Act or under any other welfare program in Ohio; or
  - f. Is a member of a Household receiving Transitional Assistance for Needy Families or any other welfare assistance in Ohio and has not been found to be out of compliance with the requirements of that program.
2. If the Owner determines that any adult Household member fails to comply with the community service and self-sufficiency requirements, the Owner will notify the Tenant of such non-compliance and provide an opportunity to cure the non-compliance during the twelve (12) month period following the Tenant's last annual reexamination.
3. The Lease will not be terminated if, at the time the Tenant enters into the

written compliance agreement, the Lessor determines that the non-compliant adult Household member is no longer in the household.

- F. **Work Requirements.** Adult occupants of all units at the Development will be required to comply with Working Family requirements on an ongoing basis during the terms of their Leases. Such requirements shall be described in greater detail in the Lease. Failure to comply with Working Family Requirements by any Household in a Public Housing Unit will result in termination of the Lease and a transfer of the Household to a traditional public housing unit in a facility managed by the AMHA.
- G. **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.

## X. **ELECTION OF PUBLIC HOUSING RENT**

- A. **Election of Public Housing Rents.** Public Housing Tenant Rent is the amount a Household pays monthly to the Owner as rent for a Public Housing Unit in the Development. Each Household occupying a Public Housing Unit must elect annually whether its Public Housing Tenant Rent will be calculated as a Flat Rent or an Income-Based Rent, as provided below (and subject to the Minimum Rent requirements provided below):
1. **Flat Rent.** The Owner will establish, for each Public Housing Unit, a Flat Rent based on the rental value of the unit (calculated as set forth below) and designed so as not to create a disincentive for continued residency by families who are attempting to become economically self-sufficient through employment or who have attained a level of self-sufficiency through their own efforts.
    - a. The Owner will take into account the following factors in setting the levels of Flat Rent:

- (i) The location, quality, size, unit type and age of the unit;
  - (ii) Any amenities, housing services, maintenance and utilities provided by the Development;
  - (iii) Rents of non-assisted rental units in the immediate neighborhood;
  - (iv) Size of Public Housing Units compared to non-assisted rental units from the neighborhood;
  - (v) Age, type of unit and condition of Public Housing Units compared to non-assisted rental units from the neighborhood;
  - (vi) Land use in the surrounding neighborhood;
  - (vii) Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, education/job training programs, etc.) at other public housing developments in the surrounding neighborhood;
  - (viii) Crime in other public housing developments and the surrounding neighborhood;
  - (ix) Quality of local schools serving each PHA development;
  - (x) Availability of public transportation at each PHA development; and
  - (xi) Availability of accessible units for persons with mobility impairments.
- b. In no event will the Flat Rent exceed the lowest of the following: (1) the maximum permissible rent under the LIHTC Program, (2) the maximum permissible rent as may be required by the Ohio Housing Finance Agency (“OHFA”), and (3) the market rent charged for comparable units in the private unassisted rental market (as approved by AMHA).
- c. The Owner shall review the Flat Rate structure annually and adjust the rents as needed. When a resident chooses Flat Rent, his or her

rent shall be adjusted only at the next regular re-examination or re-certification rather than at the point the Flat Rent may change.

- d. Management is only required to reexamine the family income of Households paying Flat Rents every three (3) years. However, Management is required to reexamine the family composition for such Households at least annually.

2. **Income-Based Rent.** Such rent is based on the income of the Household and shall be the greater of:

- a. 30% of Monthly Adjusted Income; or
- b. 10% of Monthly Income; or
- c. If the Household is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the Household's actual housing costs, is specifically designated by such agency to meet those housing costs, the portion of such payments which is so designated.

3. For purposes of calculating Income-Based Rent, employment income earned by a member of an "eligible family" will not be included in such family's Annual Income as follows:

- a. For a period of 12 months beginning on the date such employment begins, the amount excluded from Annual Income shall equal the amount by which the family member's new earned income exceeds such family member's prior earned income.
- b. For the following 12-month period, Management will exclude 50% of such employment income increase from the family's Annual Income.
- c. Months during which Annual Income is adjusted as set forth in this paragraph need not be consecutive, but in no event may such adjustments to an eligible family's Annual Income continue for longer than 48 months from the date of the first adjustment.
- d. For purposes of this paragraph, an "eligible family" is one who occupies a Public Housing Unit and:

- (i) Whose income increases as a result of employment of a family member who was previously unemployed for one year or more; or
- (ii) Whose earned income increases during a family member's participation in any family self-sufficiency or other job training program; or
- (iii) Who is or was, within the six months prior to the rent calculation, assisted under any State program for temporary assistance for needy families funded under part A of Title IV of the Social Security Act, and whose earned income increases.

4. **Financial Hardship.** Notwithstanding the above, if any Household has elected to pay a Flat Rent, Management shall immediately provide for the family to pay an Income-Based Rent during any period for which such election was made if Management determines that the Household is unable to pay the Flat Rent because of financial hardship resulting from the following situations:

- a. The family has experienced a decrease in income because of changed circumstances, including loss or reduction of employment, death in the family, or reduction in or loss of earnings or other assistance;
- b. The family has experienced an increase in expenses, because of changed circumstances, for medical costs, child care, transportation, education, or similar items; and
- c. Such other situations as Management may determine to be appropriate.

B. **Minimum Rent.** In no event will the Public Housing Tenant Rent payable by the Household be less than the Minimum Rent set by the Owner, as amended from time to time. If the Public Housing Tenant Rent elected by the Household, when calculated, would be less than the Minimum Rent, then the Household will pay the Minimum Rent.

1. **Hardship Exemption.** Notwithstanding the foregoing, Management will advise all such Households that they have an opportunity to request a hardship exemption from the Minimum Rent requirement and to file a



grievance in response to any unfavorable determination.

- a. Upon any such request for a hardship exemption, Management will immediately suspend the Minimum Rent requirement and begin an examination of the Household's circumstances.
- b. A Household will be eligible for a hardship exemption if it is unable to pay the Minimum Rent because:
  - (i) It has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program, including a Household that includes a member who is an alien lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act;
  - (ii) The Household would be evicted as a result of the imposition of the Minimum Rent requirement;
  - (iii) The income of the Household has decreased because of changed circumstance, including loss of employment;
  - (iv) A death in the family has occurred; or
  - (v) Other situations as may be determined by the Owner.
- c. If, after investigation, Management reasonably determines that either (i) the Household can pay the Minimum Rent without financial hardship, as described above, or (ii) any such financial hardship would be temporary, then the Household must pay the Minimum Rent retroactive to the date the Minimum Rent was suspended.
- d. In the case of a temporary hardship, however, the Household may not be evicted for non-payment of rent during the 90-day period following the exemption request, and Management must offer a reasonable re-payment agreement with respect to any such rent not paid during that period.
- e. If the Household thereafter demonstrates that the financial hardship is of a long-term nature, Management will retroactively exempt the

Household from the Minimum Rent beginning on the date of its original request.

- C. **Utility Allowances.** Where all utilities (except telephone) and other essential housing services are supplied by the Owner, Public Housing Tenant Rent shall equal either Income-Based Rent or Flat Rent, as elected by the tenant. Where no such utilities or essential housing services are supplied by the Owner and the tenant has elected to pay Income-Based Rent, Public Housing Tenant Rent equals the tenant's Income-Based Rent less the Utility Allowance.
- D. **Rent Adjustments.**
1. Rent will remain in effect for the period between regular re-examinations, UNLESS during such period:
    - a. The Household reports, in writing, a change in circumstances (i.e., a decrease in income or additional or new deductions from income) that would result in decreased Household income for no less than 30 days, and can provide documentation verifying such change;
    - b. The Household reports a change of circumstances (i.e., increases in income or discontinuance of any deductions from income) that would require an increase in rent. Any such change must be reported to Management in writing within fifteen (15) days of the date the Household begins receiving increased income as a result of the change;
    - c. Rent formulas or procedures are changed by Federal law or regulation, or as a result of the implementation of a Preservation and Transformation Plan, as described in the Regulatory and Operating Agreement between Owner and AMHA; or
    - d. A change in the Household's Utility Allowance would result in an increase or decrease in Tenant Rent.
  2. Management will notify a Household in writing of any proposed adjustment in rent and the effective date of such adjustment.
  3. If Management determines (based on documentation provided by the Household) that a change in circumstances justifies a reduction in rent, then the rent decrease will be effective as of the first day of the month following the month in which the Household reported its decreased

income.

4. If Management determines that a change in circumstance justifies an increase in rent, then Management will provide the Household at least thirty (30) days advance notice before such rent increase takes effect; provided that:
  - a. If the increase is due to a member of an “eligible family” (described above in Section X.A.3) becoming gainfully employed, the rent increase will be effective on the first day of the 13th month following the date of employment, only as to 50% of such member’s earned income, and on the first day of the 25th month following the date of employment, as to 100% of such member’s earned income; and
  - b. If any Household has misrepresented any material facts such that the Household is paying less rent than it should, then Management will apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
5. Management may evict or terminate the tenancies of families who are over-income, subject to the following restrictions:
  - a. Unless required to do so by local law, Management may not evict or terminate the tenancy of a family solely because the family is over the income limit for public housing if the family has a valid contract for participation in a Family Self-Sufficiency program pursuant to 24 C.F.R. 984.
  - b. Management may not evict a family for being over the income limit for public housing if the family currently receives the earned income disallowance provided by 42 U.S.C. 1437a(d) and 24 C.F.R. 960.255.

## XI. TERMINATION OF THE LEASE

### A. General Provisions:

1. Management shall not terminate any Tenant’s Lease except in compliance with HUD regulations, the terms of the Lease, and, if applicable, the Lease Addendum.

2. **Discretionary Evictions:** Management may terminate a Tenant’s Lease for any of the reasons stated in the Lease and/or the Lease Addendum. Except in the case of Mandatory Evictions, Management will take the individual facts and circumstances of each case into consideration when determining whether to commence termination proceedings and how much advanced notice to afford the Tenant.

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 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 1.6).

Management must allow 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.

3. **Mandatory Evictions:** Management shall terminate a Tenant’s Lease under the following circumstances:
  - a. If Management discovers or determines that the Tenant or any member of the Tenant’s household has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of any federally assisted housing; or
  - b. If Management has “actual knowledge or reasonable cause to believe” that the Tenant or any member of the Tenant’s household is in violation of state or local laws regarding the use, possession, sale, or distribution of illegal drugs or controlled substances. For purposes of this paragraph, “actual knowledge or reasonable cause to believe” means that a law enforcement official has presented Management with a properly executed search warrant that: (1)

names the Tenant or member of Tenant's household and the Tenant's Unit as the person and place to be searched, (2) describes the controlled substance(s) to be searched for, (3) states the relevant statutory offense, and (4) states the factual basis for the belief that the controlled substances are located in the Tenant's Unit; furthermore, a law enforcement officer must actually discover the named controlled substance described in the warrant during the search and inform Management that the Tenant or household member has or presently is engaged in such a violation that occurred in or was connected with the Tenant's Unit before Management may be deemed to have "actual knowledge or reasonable cause to believe" that the offense has taken place.

**B. Notice Requirements:**

1. Management shall provide the Tenant advanced written notice of Management's decision to terminate the Lease.
2. All such notices shall:
  - a. Inform the Tenant that Management is terminating the Lease,
  - b. Provide the reason(s) for the termination,
  - c. Inform the Tenant of the date on which the Lease will be terminated,
  - d. Include a statement describing the right of any Tenant with a disability to meet with Management to determine whether a reasonable accommodation could eliminate the need for the termination of the Lease,
  - e. Inform the Tenant of his or her right to request a hearing in accordance with the Grievance Procedure, and
  - f. Contain the following language: "You are being asked to leave the premises. If you do not leave, an eviction action may be initiated against you. If you are in doubt regarding your legal rights and obligations as a tenant, it is recommended that you seek legal assistance."
3. All notices of termination shall be hand-delivered or posted on the door of

the Tenant's Unit.

C. **Eviction:**

If the Tenant has not vacated the Unit by the end of the applicable termination notice period, Management may commence eviction proceedings only by the judicial eviction procedures available under the laws of Ohio.