

RESIDENT SELECTION PLAN

**PROPERTY: MULBERRY COURT APARTMENTS
FITZGERALD, GEORGIA–BEN HILL COUNTY
HFOP –ONE, TWO BEDROOM UNITS**

MULBERRY COURT APARTMENTS is an elderly property where all members of the household are age 18 and older with at least one member of the household age 55 or older. Anyone who wishes to rent an apartment must complete an application, and authorize Boyd Management, Inc. to verify all information pertinent to eligibility. This property is subject to the provisions of **LIHTC** provisions as administered by the Georgia Department of Community Affairs. Applications will be accepted during regular office hours. *An application fee must accompany the application at time of submission. The amount of the application fee is \$25. This fee is nonrefundable, except in instances where the applicant moves into the apartment community. The fee will be applied toward the first month's rent. Note that cash is not accepted.*

RESTRICTIONS:

- INCOME LIMITATIONS (Except for Market Units).
- PROGRAM ELIGIBILITY
- AGE RESTRICTION
- RENT RESTRICTION

Screening: Each applicant will be screened as follows:

1. Program eligibility pertaining to household size, student status, and gross annual income.
2. History as a good tenant.
3. Credit history to determine ability to meet obligations in timely manner.
4. Compliance with local, state and federal law.
5. Sufficient Income available to pay rent, utilities and other living expenses.
6. Age of household members.

Fair Housing and Equal Housing Opportunity:

“The Fair Housing Act prohibits discrimination in real estate related transactions, or in the terms or conditions of such a transaction, because of race, color, religion, sex, national origin, familial status, or disability. The Federal agency that is responsible for enforcing this law is the U.S. Department of Housing and Urban Development. If a person believes that they have been discriminated against in violation of this law, they should contact the U. S. Department of Housing and Urban Development, Washington, D.C. 20410 or call (800) 669-9777.”

In addition to the Fair Housing Act, this property complies with all applicable fair housing federal regulations including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act; the Violence against Women Act (VAWA), and Limited English Proficiency.

All advertising will be completed as outlined in the Affirmative Fair Housing Marketing Plan, a copy of which is posted on the office bulletin board. Local, state, and federal fair housing and Equal Opportunity laws will be implemented.

Processing Applications:

All applications will be placed on the waiting list and immediately processed for eligibility determination. All applicants will be notified in writing of the eligibility determination and given the reason for any adverse action. Applications may be rejected if:

1. They are ineligible under LIHTC program criteria.
2. They are unable to meet occupancy guidelines for the size of the vacant unit.
3. They are unable to meet the owner's screening criteria. The use of credit reports, police reports and/or previous landlord references may be used in making this decision.
4. They do not provide sufficient information needed to determine eligibility.
5. The household does not meet the age restriction.
6. They provide false information on the application.
7. They do not respond within ten (10) calendar days to a NTA Letter advising a unit is available or to requests for updated status.

Waiting List:

When an application nears the top of the waiting list, the On-site Manager will begin screening for other tenant selection criteria, i.e., prior rental history, credit reports/references, criminal convictions, and other references. If favorable, the applicant will be contacted to set up a personal interview for completion of verification forms. If screening indicates an unfavorable rental, credit, criminal history, or reference check, the applicant will be notified accordingly.

Final Approval: Upon receipt of all verifications, the On-site Manager will determine if the applicant remains eligible. If eligible, the applicant is notified that they have been approved for occupancy and are asked to contact management to arrange for future occupancy. If verifications indicate the applicant is not eligible, he/she will be notified in writing. This written notification will:

- Give specific reasons for the proposed action;
- Advise the applicant of the right to respond to the notice or request a meeting with Management within ten (10) calendar days of the notice;
- Advise the applicant of the right to request a reasonable accommodation if he or she feels that the reason for the denial is due to a disability.
- The process set forth in the Affirmative Fair Housing Marketing Plan will be followed in the closing and opening of the waiting list.

Once an applicant is deemed ineligible, the applicant may have to wait 90 days to reapply.

Appeal Procedures

When the applicant is rejected, a written notification will be sent to applicant by certified mail, return receipt requested informing them of the adverse action. The notice will inform the applicant of their right to request an informal/formal hearing. Such request must be submitted in writing to the management office at the site within 10 days of receipt of the adverse decision. Rejection due to program ineligibility has no appeal rights.

When a meeting or review is requested by the applicant, the meeting or review will be conducted in compliance with RD Handbook 2, 3560 Instructions, Grievance and Appeal procedure. A copy of the

procedure is posted on the office bulletin board.

Selection:

Applicants will be selected from eligible applicants on the waiting list on a first come, first serve basis from the income category of **50% or 60%** of AMI according to bedroom size and designation of available unit. Section 8 assistance will be accepted for eligible applicants. Upon request, rental office staff will provide the current AMI standards.

Applicants needing specially designed mobility or hearing accessible units will have priority for these units and will be listed on the regular waiting list and on the accessible unit waiting list. Households not needing the specially designed features of the accessible/hearing accessible units will occupy these units only when marketing has been completed and there are no eligible applicants on the accessible unit waiting list. A clause will be inserted in the lease when applicants without need for the accessible features are selected for the accessible units requiring them to transfer to a regular unit if a qualified applicant is placed on the accessible waiting list or an existing resident needs a transfer to an accessible unit.

Screening:

Credit History: Credit reports will be obtained for all applicant household members who are 18 years of age or older. The credit report must demonstrate that the applicant has paid financial obligations as agreed. Monies owed for medical related expenses will be disregarded.

A third-party screening company retrieves credit records and independently assesses an applicant's credit performance, assigning greater weight to activity reported over the most recent 24-month period. An applicant may be rejected if the report demonstrates a history of poor credit with little or no effort made to address the outstanding debts.

An applicant will be denied if the credit report shows:

- Unpaid balance(s) owed to current or previous landlord(s).
- Outstanding debt to a utility company that would prohibit the applicant from establishing utility service in his/her name prior to move-in. Applicants may be re-considered if they provide evidence the debt has been paid and the utility company will provide service.
- A bankruptcy that has not been discharged.

Should the applicant be rejected based on credit, the Landlord will provide the applicant with the name and contact information of the credit reporting agency. All applicants may appeal the rejection and if disabled, may request a reasonable accommodation.

Landlord Reference: Applicants may not be rejected for lack of rental history, but may be rejected for unsatisfactory rental history. Any applicant who has been evicted for nonpayment of rent, damages, or material noncompliance will not be accepted. Any applicant who owes past due funds to a previous landlord will be rejected until all funds that are past due have been paid in full.

Criminal History: All applicants and adult household members will be screened for criminal history prior to move-in. If rejected based on criminal screening, a Notification to Applicant Letter will be given

to the applicant, explaining their right to an informal/formal hearing to provide any mitigating circumstances.

A copy of the *Criminal History Policy* is available from the On-site Manager.

Security Deposit:

A \$350 security deposit will be due when a unit becomes available and is accepted by the applicant.

Occupancy Standards:

Guidelines

Number of Bedrooms	Minimum Occupants	Ideal Density	Maximum Density
1	1	2	*
2	2	4	*
3	3	6	*
4	4	8	*

***Maximum Density to be determined only by local state or city building code.**

Miscellaneous Information:

Applicants will be required to show proof of citizenship and social security numbers for each member of the household.

The rental unit leased by the Household must be their only residence. A live-in aide (caregiver) may reside with a disabled resident when it is determined essential to the care and well-being of the resident. This aide is not obligated for the support of the resident and would not be living in the apartment except to provide the necessary supportive services. A spouse of the tenant cannot be a live-in aide. A live-in aide cannot bring his or her family members or pets into the household.

Boyd Management’s Compliance Director must approve all live-in aides, transfers, and the addition of occupants to the Household other than by birth or adoption of a child. Internal transfers have priority over the waiting list selection. In order to transfer, residents must meet income and student eligibility requirements.

Permanently institutionalized family members may be counted as members of the household, and if counted, their income is considered as part of the household’s gross annual income.

Transient units are not available.

Transfer Policy: Unit transfers may occur for the following reasons:

- Changes in family size or composition (over- or under-housed families);
- A medical reason certified by a doctor;
- As a reasonable accommodation to a disability; or
- The need for an accessible unit.

When management determines the need for a unit transfer, the household will be informed in writing that they have been added to the transfer list. Households requesting a transfer must

submit their request in writing. Other than a medical/reasonable accommodation, a transfer fee may be charged. Existing residents approved for a unit transfer are given priority over applicants when an appropriate unit becomes available.

Income and Tax Credit Information: HUD Income chart for the area is shown below. **Low Income Housing Tax Credit** restricted rents are also listed below. Rent increases will be implemented only as outlined in the Lease.

Restricted Rents

Bedroom Size	50%	60%
1 bedroom	583	700
2 bedroom	701	841

Income Limits:

	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
50%	21,800	24,900	28,050	31,150	33,650	36,150	38,650	41,100
60%	26,160	29,880	33,660	37,380	40,380	43,380	46,380	49,320

Initial certification is required for all households prior to move-in. Annual recertification is required on all **LIHTC** units. Leases are executed for a term of twelve (12) months at initial move-in, and addenda to the lease may extend the term for another full year at recertification.

The applicant may withdraw his/her application at any time.

Reasonable Accommodations and Modifications: Applicants and residents may request reasonable accommodations or modifications at time of application or move-in and residents may request reasonable accommodations anytime following move-in. These requests should be in writing and submitted to the site office manager for approval from a higher level of management. Such requests will be processed in a timely manner and a response will be provided to the applicant or resident within 30 days of the request. If unable to make a final determination within 30 days, the site manager will explain the reason for the delay.

Smoke Free: In order to promote a safe and healthy living environment, **Mulberry Court Apartments** has been designated as a smoke-free living environment. Residents and guests shall not smoke within 25 feet of any building. For the purposes of this policy, the term “smoking” means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, pipe or other tobacco or herb product in any manner or in any form. A “Smoke-Free Housing Lease Addendum” will become part of the tenant’s lease.

Student Status:

- Households where all members are full-time students must meet certain conditions for eligibility in accordance with the Section 42 Low Income Housing Tax Credit Program.

Additional details regarding student status eligibility are available from the On-site manager.

*Student eligibility requirements must be met not only at initial move-in, but throughout the entire tenancy.

Violence Against Women Act (VAWA): This property will not refuse to admit an applicant or rent

to an applicant based on acts or threats of violence committed against the applicant. Also, criminal acts directly related to the domestic violence, dating violence, sexual assault, or stalking that are caused by a member of a resident's household or guest cannot be the reason for evicting the victim or terminating assistance. Applicants or residents who believe their landlord history or resident status should include consideration of VAWA rights should notify the property manager who will process the request according to federal regulations.

Pet Policy: **Mulberry Court** is a pet-friendly community, and prior approval must be given by management before obtaining a pet. A monthly pet fee in the amount of \$30, above and beyond the regular monthly rent, will be required. This monthly pet fee is non-refundable and is applicable as long as the approved pet is in the apartment. The complete Pet Policy is available from the on-site manager.