

# Tenant Selection Plan

## Belknap Place

# Effective Date 6/1/2022

Signatures of receipt:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

Prepared By: PK Companies  
1784 Hamilton Road  
Okemos, MI 48864



## TENANT SELECTION PLAN

The Development will comply with Local, State and Federal Fair Housing and antidiscrimination laws.

**A. TENANT SELECTION CRITERIA:** The following requirements must be met in order to become an applicant and to be placed on the waiting list, if eligible:

1. A complete Rental Application for Occupancy must be turned in for each household. No application fee or deposit is required at the time of application.
2. Security deposit will be due at move in. This will be calculated as one (1) month of rent, unless approved with conditions not to exceed an equivalent of 1.5 months of rent.
3. To confirm identity and citizenship status, a copy of state issued picture ID and federal social security card will be required from all adult household members. A copy of social security card and birth certificate will be required for all minors. A three (3) month extension on the social security card will be given for newborn infants.
4. A credit check will be run on every adult applicant to help determine payment history and current financial obligations.
5. Tenant paid rent should not exceed 40% of a household's monthly income without prior approval from upper management. Applicants that receive rental assistance (either through RD, Section 8 or any other approved rental assistance program) must have a verifiable source of income that proves that, at minimum, utilities can be paid.
6. Credit references will be obtained on every adult applicant.
7. 3 years of rental history is required, as well as previous landlord is required and will be contacted in order to obtain past payment history and past rental history.
8. Applications must be income eligible for the complex as determined by the governing program(s).
9. Applicants must qualify under occupancy standards as determined by unit size:
  - ✓ 1 bedroom: 1 – 2 people
  - ✓ 2 bedrooms: 2 – 4 people
  - ✓ 3 bedrooms: 3 – 6 people
10. All income and expenses must be verifiable in writing.
11. Income and rent limits are based on current published income and rent limits for Housing Tax Credit AMI levels.
12. Applicants will be rejected due to:
  - i) A history of unjustified and chronic nonpayment of rent and financial obligations. Including, but not limited, to utility balance owed and inability to put utilities in the name of the potential resident.
  - ii) A negative household budget after all income and financial obligations have been taken into consideration.



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- iii) A criminal history: All applicants who have been determined to have a criminal conviction or current indictment for possession, sale, manufacture or distribution of controlled substances (drugs), prostitution, theft, burglary, breaking and entering, felonies of any nature, robbery, fraud, identity theft, or any crimes involving firearms or crimes against persons, or crimes against property will be denied occupancy in accordance with HUD Fair Housing Standards Guidance.
- iv) Subject to the State sex offender registry and the Dru Sjodin National Sex Offender database, which can be accessed at: <http://www.nsopw.gov>.
- v) A credit history: evictions, rental debt and unpaid utility balances will be denied for occupancy.
- vi) Income and/or employment that cannot be verified in writing by a qualified third party.
- vii) Rental history: must have 3 years of satisfactory rental history to be considered for occupancy without:
  - (1) A history of violence and harassment of neighbors.
  - (2) A history of disturbing the quiet enjoyment of neighbors.
  - (3) A history of violations of the terms of previous landlords.
  - (4) A history of unpaid rent, utilities, or excessive property damage.
  - (5) Eviction from federally assisted housing for drug-related criminal activity.
  - (6) Eviction from another property managed or owned by the owner/agent.
- viii) Giving false or misleading information on Rental Application for Occupancy.

### **B. APPLICATION POLICY:**

1. APPLICATIONS FOR ADMISSION: All persons desiring to apply for a unit will be provided with a written list of all documentation required to determine their eligibility, including a copy of the rental application. Agent will consider the application received when the potential tenant has submitted all forms and information to the site manager. If additional information is required, the applicant will be notified, in writing, within 10 days of receipt of the initial application of the additional information needed to complete a review of eligibility. Within 10 calendar days of receipt of a complete application, the manager must notify the applicant in writing that he has been selected for immediate occupancy, placed on a waiting list, or rejected. All rejections will be notified in writing by certified mail within 5 days of the decision report. When the application is complete, and occupancy by the applicant is expected within 90 days of completing the application, eligibility will be determined, including verification of applicant information. Applicants determined eligible will be added to the waiting list. When occupancy is not expected within 90 days, the applicant eligibility will be preliminarily determined by a review of the completed application. Those determined preliminarily eligible will be placed on the applicant waiting list. Applicants will not be refused placement on the waiting list because of third-party verification of income is not available when vacant units are not expected in the near future. In such cases, the preliminary review of the applicant's disclosure will be sufficient for placement on the waiting list when a vacancy is expected within 90 days,



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the verification procedures shall be initiated for those individuals placed on the waiting list without obtaining verification of income.

2. Agent will consider the following and determine the eligibility of applicants for admission to the project: (a) the applicant's past record of meeting financial obligations; (b) the prior landlord's reference to determine that the tenant was responsive in meeting rent payments and adequately maintained the prior apartment; and (c) the applicant's past history indicating ability to live peacefully in an apartment community. If information received establishes a record of failure to meet financial obligations, property abuse, and criminal record or exposes erroneous information included on the application, the applicant or resident will be asked to explain the circumstances. If additional information continues to reveal the tenant as being unacceptable, the applicant will be notified in writing that he or she has been rejected for occupancy. If the applicant or resident is determined ineligible, the reason for the rejection will be provided in writing and in sufficient detail so that the applicant will have the opportunity to effectively evaluate the reason. Any letter of rejection will outline the applicant's rights under tenant's grievance and appeals procedure. If the rejection results from information from a credit bureau, the source of the report will be revealed to the applicant in accordance with the Fair Credit Reporting Act. All correspondence will include the right to appeal and the Fair Housing logo.
3. Applications and other records pertinent to the determination of tenant eligibility are maintained in the site manager's office. A separate file is maintained for each applicant/tenant. This file will include items as the application, income certifications, credit report, income verifications, leases, inspection reports for moving in and out, correspondence and notices to the tenant and all other communications between Agent and the tenant. Records of all applicants and their disposition shall be maintained in a file for compliance reviews.
4. The Agent's principal, Pete Potterpin, and all managers are knowledgeable of the TAX CREDIT regulations. No site manager or any other front-line employee is allowed to interface with the public without being completely versed in TAX CREDIT procedure, as is applicable to their site. As standard procedures, new managers will be under the personal supervision of a trained Area Director for the first two weeks prior to accepting an assignment. Each manager will be tested on the contents of Housing Tax Credit and the policies of PK Housing & Management Co. prior to having full control of the property.
5. **RECERTIFICATIONS:** At least every 12 months, tenants will be recertified as required by Housing Tax Credit, as is applicable to the property. Tenants shall be notified 120 days but not later than 90 days prior to the date of recertification requesting a meeting with the tenant to complete a questionnaire asking tenant to provide other documentation necessary to complete the recertification. If tenant fails to respond to the first notice, Agent will send a second notice requesting the same information. Recertification will be completed by due date in accordance with TAX CREDIT regulations.



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### C. LEASING AND OCCUPANCY POLICIES:

1. The basic leasing policy is to rent to any eligible tenant who satisfies TAX CREDIT requirements for admission in compliance with the tenant income limitations and any other restrictions set forth in the applicable documentation and agreements between the Owner and MSDHA relating to the allocation to the Owner of Low-Income Housing Tax Credits pursuant to Code Section 42; Agent shall not charge rent to tenants greater than 30% of the imputed income limitation applicable to any such low income unit, adjusted for family size as set forth in Code Section 42(g), except as permitted by law in connection with the Low- Income Housing Credit, and Agent shall maintain occupancy of all apartment units of the Project on a non-transient basis, except as may otherwise be permitted by Code Section 42. Prior to allowing any tenant to move into a unit, the tenant is required to sign a lease, pay the appropriate rental payment then due, pay the security deposit, and agrees to abide by the project's rules and regulations. See Tenant Selection Criteria and Occupancy Standards, attached hereto.
2. All employees dealing with the admissions, occupancy policies and the leases are required to have full and complete knowledge of the policies and provisions.
3. In the event non-English speaking persons wish to apply, management will arrange for a bilingual person to assist the non-English speaking applicant with all aspects of the application process and understanding the documents related to that process. In the event an interpreter is issued, there will be a written verification from the interpreter that the lease requirements were fully explained to the applicant.
4. Tenants are allowed to have guests as long as it does not appear that the visitor is actually an undeclared household occupant. The tenant shall be required to prove that the visitor is not living in the unit if the visitor is making recurring visits or one continuous visit of 14 days and/or nights in a 45-day period.
5. All rents and other amounts due under the Lease will be collected at the rental office. The project will not accept cash. Checks and money orders made payable to the project are accepted forms of payment. Rents and other charges shall be paid in accordance with the terms and requirements of the Lease Agreement. All amounts shall be paid directly to the On-site manager during the hours posted in the rental office window. In any situation where making a rent payment during office hours creates a hardship on the tenant, it is permissible to drop a properly addressed envelope in the mail slot of the rental office door. The manager will promptly issue a receipt for all payments received by request. Rents and other amounts collected shall be safe guarded by the On-site manager and shall be deposited daily as collected.
6. When tenant is making partial payment on amounts due under the Lease Agreement or under Court Order, such payments shall be applied first to security deposits; second to damages and other such charges; and lastly the balance of payment shall be applied to rent due.



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7. Security Deposits shall be equal to one month's basic rent (total monthly rent), which shall be paid in full at the time of possession of the unit, typically move in day, unless such payment creates an undue hardship on the new tenant. In such cases, the tenant will be permitted to pay a down payment of 25% and/or make equal monthly payments over a three (3) month period until the deposit has been paid in full. Separate receipts shall be issued for security deposits.
8. State law does not require landlords to pay interest on security deposits to tenants. Interest earned on the project's security deposit account shall be transferred periodically into the project's general operating account and used to offset operating expense in an effort to prevent rent increases.

D. **WAITING LISTS:** To ensure that applicants are appropriately and fairly selected for the next available unit (when a unit of the appropriate size or type is not available at the time of application), it is essential for the owner/agent to maintain waiting lists. The owner/agent will place the applicant household on the waiting list after preliminary eligibility determination is complete.

1. Applicants will have the option of specifying a desired unit size or multiple unit sizes when completing the application. The applicant will be placed on the waiting list for all indicated unit sizes/types as long as:
  - a. The applicant household meets the Occupancy Standards described in this plan, and
  - b. The waiting list for the unit size is open
2. It is the policy of the owner/agent to administer its waiting list as required by HOUSING TAX CREDIT regulations, as is applicable to the property. The owner/agent will update the waiting list by removing the names of those who are no longer interested in or no longer qualify.
3. The owner/agent will maintain separate waiting lists for lower rent restricted units. The waiting list for lower rent restricted units will follow the same procedure as those for the higher rent units. No preferences are maintained for our waiting lists.
4. The owner/agent will contact each household (head-of-household) on the waiting list to determine the desire to remain on the waiting list, at minimum, twice per year.
  - a. If the head-of-household fails to respond to the owner/agent written inquiries regarding the desire to remain on the waiting list within 14 days from the date of the letter, the application will be withdrawn from the waiting list.
  - b. If this letter is unable to be delivered by the United States Postal Service, the application will be rejected and the household will be removed from the waiting list.



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5. In addition, an adult member of the applicant household must contact the property, in writing, if household information changes (i.e. number of household members, number of future household members, criminal history, income, etc.).
6. If the household size or composition changes, the owner/agent will:
  - a. Update the waiting list information and
  - b. Decide whether the household needs the same or a different unit
    - 1) If, as a result of the household composition change, it is determined that the household will be on the waiting list for a different unit than originally indicated, the household will maintain their place on the waiting list for the new unit.
    - 2) If the waiting list is currently closed for the appropriate unit size, the application will be accepted and the household will be placed on the waiting list.
    - 3) If there are no units of the appropriate size on the property, the household will be accepted and will be placed on the waiting list.
7. The owner/agent will remove an applicant's name from the waiting list when if any of the following apply:
  - a. Applicant requests that the household name be removed
  - b. The unit that is needed – using household size as the basis – has changed, and no appropriate size unit exists in the property
  - c. Applicant fails to meet eligibility requirements Applicant fails to meet occupancy standards Applicant fails to meet screening requirements
  - d. Applicant is rejected for any reason described in this plan
  - e. Applicant cannot be contacted by US Mail (letters are returned or undeliverable)
  - f. Applicant cannot be contacted by phone (number disconnected or changed)
  - g. Applicant fails to keep application information up to date based on the requirements described in this plan
  - h. Applicant was clearly advised, in writing, of the requirement to tell owner/agent of his/her continued interest in housing by a particular time and failed to do so
  - i. The owner/agent has notified the applicant of its intention to remove the applicant's name, because the applicant no longer qualifies.
8. If an applicant is removed from the waiting list, and subsequently the owner/agent determines that an error was made in removing the applicant, the applicant will be reinstated at the original place on the waiting list.



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9. If an applicant is removed from the waiting list and later, the applicant household feels that they are now qualified for assistance/tenancy, the applicant household must submit a new application. The applicant will be placed on the waiting list, as necessary, based on the submission date and time of the new application.
10. There are certain situations when the owner/agent may refuse to accept an application. The owner/agent will not accept applications from individuals who were previously rejected based on the items listed in the Tenant Selection Criteria.
11. If the applicant is denied occupancy, the development will notify the applicant within seven (7) days in writing of the rejection and explain in the notice:
  - a. The specific reasons for the rejection and reference the specific leasing criteria upon which the rejection is based;
  - b. Provide contact information for any third parties that provided the information on which the rejection was based; and,
  - c. Inform the applicant of the right to appeal by giving 14 days to respond in writing or to request a meeting to discuss the rejection.
    - i. A member of the staff who did not make the initial decision to reject the applicant should conduct any meeting with the applicant to review the applicant's written response.
    - ii. If the applicant appeals the rejection, the landlord must give the applicant a written final decision within five (5) business days of the response or meeting.
12. When a unit becomes available, the owner/agent will contact the next household on the waiting list (based on the selection criteria described in this plan) and the household members will be required to meet with management for an eligibility interview. No decisions to offer the unit shall be made until all information presented by the applicant has been verified and the final eligibility determination is complete. Current residents will be given priority over new applicants on the waiting list. If the available unit is a lower rent unit with the Tax Credit program, applicants will be pulled from the waiting list for that level starting with current residents before new applicants. If the available unit is accessible, applicants stating the need for accessibility will be considered first after determining there is not a current resident in need of the unit.





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### *E. UNIT TRANSFER POLICY*

1. The owner/agent will accept requests for transfer based on the following:
  - a. There is a need for a unit transfer because of a change in household size and/or composition
  - b. There is a need for a unit transfer based on the verified need for an accessible unit
  - c. There is a verified medical need for a different unit.
  - d. There is a need for a unit transfer of a household that does not require the accessibility features of a unit in which they are living
2. Existing residents must complete a Unit Transfer Request. The Unit Transfer Request must be completed and signed by the head of household and all adult household members who wish to move. The owner/agent will accept the Unit Transfer Request in an equally effective format, as a reasonable accommodation, if there is the presence of a disability.
3. Special consideration is given when the unit transfer is requested because there is:
  - a. A certified VAWA claim
  - b. A verified medical need for a different unit
  - c. A verified need for an accessible unit
  - d. There is a need for a unit transfer of a household that does not require the accessibility features of a unit in which they are living to accommodate a disabled resident/applicant on the waiting list.
  - e. A change in household size that makes the current unit too large or too small for the family based on the owner/agent's occupancy standards.
4. Except in those cases described above, unit transfers will be granted only if:
  - a. The household has not given notice to move
  - b. The resident is not being evicted
  - c. The resident is current for all outstanding charges
  - d. The resident has not entered in to a repayment agreement for failing to fully and accurately report income or household composition
  - e. The resident has no record of more than one minor lease violation in the last 12 months
  - f. The resident has no record of any major lease violations
  - g. The resident complies with lease provisions regarding decent safe and sanitary conditions of the current unit
5. A unit transfer request for a household whose size/composition has not changed since move-in (or most recent transfer) will not be considered for at least one year.
6. A household living in an apartment too large for its needs will not be required to move if there are no applicants waiting for the bedroom size to be vacated by the transfer.



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7. An appropriately sized unit will be available before the resident household is required to move. At that time, the household will have thirty (30) days to complete the transfer.
8. Security Deposits will rollover from the current unit to the new unit during transfers, however, at times, we may require additional security deposits, if there are damages.
9. Under the Housing Tax Credit rules, a transfer may not be considered especially when the resident is moving from one building to another. Since this project's 8609's do not allow transfers from one building to another, this will be treated as move out and a brand-new move in. Meaning, that resident will have to requalify to live at the property and all qualifying criteria under this Tenant Selection Plan and subject to waiting list procedures. A new security deposit will be collected in these situations.

### ***F. COMPLIANCE WITH REQUIREMENTS OUTLINED IN THE VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013***

The Violence Against Women Act (VAWA) provides protections to women or men who are the victims of domestic violence, dating violence, sexual assault and/or stalking. The owner/agent understands that, regardless of whether state or local laws protect victims of domestic violence, dating violence, sexual assault and/or stalking, people who have been victims of violence have certain rights under the Violence Against Women Act Reauthorization of 2013.

This policy is intended to support or assist victims of domestic violence, dating violence, sexual assault and/or stalking and protect victims, as well as members of their family, from being denied housing or from losing their HUD assisted housing as a consequence of their status as a victim of domestic violence, sexual assault, dating violence and/or stalking.

VAWA protections are not provided to guests, unauthorized residents or service providers (including live-in aides) hired by the resident.

VAWA ensures that victims are not denied housing and housing assistance is not terminated **solely** because the person is a victim of an offense covered under the VAWA (domestic violence, dating violence, stalking and/or sexual assault).

However, being a victim of an offense covered under the VAWA is not reason to change the eligibility or applicant screening requirements set forth in the tenant selection plan unless such requirements interfere with protections provided under the VAWA. Being a victim of an offense covered under the VAWA is not reason to waive requirements set forth in the HUD Model Lease or in any lease attachment or HUD approved lease addendum unless such requirements interfere with protections provided under the VAWA.

The owner/agent will not assume that any act is a result of abuse covered under the Violence Against Women Act. In order to receive the protections outlined in the VAWA, the applicant/resident must specify that he/she wishes to exercise these protections. If any applicant



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or resident wishes to exercise the protections provided in the VAWA, he/she should contact the owner/agent immediately. The owner/agent is committed to ensuring that the Privacy Act is enforced in this and all other situations.

A HUD approved VAWA lease addendum will be implemented and provided in accordance with HUD guidance.

1. **CONFIDENTIALITY:** The identity of the victim and all information provided to owner/agent relating to the incident(s) of abuse covered under the VAWA will be retained in confidence. Information will not be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is

- a) Requested or consented to by the victim in writing;
- b) Required for use in an eviction proceeding or termination of assistance; or
- c) Otherwise required by applicable law.

The certification form provides notice to the resident of the confidentiality of the form and the limits thereof. The owner/agent will retain all documentation relating to an individual's domestic violence, dating violence, sexual assault and/or stalking in a separate file that is kept in a separate secure location from other applicant or resident files.

### 2. REQUESTS & CERTIFICATION:

- a. When the owner/agent responds to a request for protections provided under the VAWA the owner/agent will request that an individual complete, sign, and submit a certification form (HUD 5382), within fourteen (14) calendar days of the request. This certification may be submitted in an equally effective manner, as a reasonable accommodation, if there is the presence of a disability.
- b. The owner/agent understands that the delivery of the certification form to the applicant/resident via mail may place the victim at risk, (e.g., the abuser may monitor the mail). The owner/agent will work with the applicant/resident in making acceptable delivery arrangements, such as inviting them into the office to pick up the certification form or making other discreet arrangements.
- c. If the applicant/resident has sought assistance in addressing domestic violence, dating violence, sexual assault and/or stalking from a federal, state, tribal, territorial jurisdiction, local police or court, the applicant/resident may submit written proof of this outreach in lieu of the certification form. The owner/agent may accept the following:
  - 1) A federal, state, tribal, territorial, or local police record or court record or
  - 2) Documentation signed and attested to by a professional (employee, agent or volunteer of a victim service provider, an attorney, medical personnel, etc.) From whom the victim has sought assistance in addressing domestic violence, dating violence and/or stalking or the effects of the abuse. The signatory attests under penalty of perjury (28 U.S.C. §1746) to his/her belief that the incident in question represents bona fide abuse, and the victim of domestic violence, dating violence and/or stalking has signed or attested to the documentation.
    1. If the applicant is currently living in a shelter established to protect victims of violence covered under the VAWA, the owner/agent



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will accept verification of such living arrangement in lieu of additional verification.

- d. The victim is not required to name his/her abuser if doing so would result in imminent threat or if the victim does not know the name of his/her abuser.
  - e. To ensure that a person is not wrongly accused of committing an offense covered under the VAWA, the owner/agent will carefully evaluate abuse claims as to avoid denial, termination of assistance, termination of tenancy or eviction based on false or unsubstantiated accusations.
  - f. The applicant/resident is required to provide all necessary documentation to the owner/agent no more than fourteen (14) business days after submitting the certification to the owner/agent. If the victim is unable to provide required documentation within the required timeframe, the owner/agent will deny the request.
  - g. The owner/agent will review and respond to requests to exercise protections provided under the VAWA within fourteen (14) business days of receiving all required documentation. The owner/agent may provide the response in any manner acceptable to the victim and the owner/agent. Responses include:
    - 1) Approval of the Request
    - 2) Denial of the Request
    - 3) Request for additional information
3. LEASE BIFURCATION: If the owner/agent determines that physical abuse caused by a resident is clear and present, the law provides the owner/agent with the authority to bifurcate a lease (i.e., remove, evict, or terminate housing assistance to any abuser, while allowing the victim, who lawfully occupies the home, to maintain tenancy.)
- a. The owner/agent may attempt to evict the abuser, but residents should know that state/local tenant/landlord laws prevail and the owner/agent must comply with such laws. The owner/agent cannot guarantee that a court will award or enforce an eviction.
  - b. Owner/agents must keep in mind that the eviction of or the termination action against the individual must be in accordance with the procedures prescribed by federal, state, and local law. The owner/agent is committed to attempting to assist the victim, however, evictions are generally carried out through the court system and the owner/agent cannot override or circumvent a legal decision.
  - c. In the event that one household member is removed from the unit because of engaging in acts of domestic violence, dating violence, sexual assault and/or stalking against another household member, an appropriate certification will be processed reflecting the change in household composition. Special consideration will be given if the remaining household members are not qualified to remain in the unit as a “remaining household member”.
  - d. If a lease is bifurcated or if a resident is evicted from the property because of an offense covered under the Violence Against Women Act, the person will be permanently barred from the property.
  - e. Inviting a person evicted because of an offense covered under the Violence Against Women Act or encouraging such person to remain on the property is a



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lease violation. The resident agrees to notify the owner/agent and/or the local authorities if such person enters the property.

4. **CRIMINAL ACTS:** Victims are encouraged to seek police/legal protection from their abuser. In some cases, the owner/agent may file a restraining order against the abuser to prevent the abuser from entering the property.
  - a. If there is a restraining order against the abuser and the resident willingly allows or invites the abuser onto the premises, the owner/agent may seek termination of assistance and/or tenancy.
  - b. In accordance with the regulation at 24 CFR 5.861, *the owner/agent may terminate tenancy and evict a tenant through judicial action for criminal activity by a covered person if the Landlord determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested, or convicted for such activity and without satisfying a criminal standard of proof of the activity.*
  - c. The owner/agent will take into account individual circumstances when making a determination to terminate tenancy; such circumstances might include, among other things, the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, and whether the leaseholder, if not the wrongdoer, took all feasible steps to prevent the offending action from occurring and has removed the offending person from the lease or otherwise banned the offending person from the premises in the future.

**G. OFFERING ACCESSIBLE UNITS:** Units that have been made accessible in accordance with the Universal Federal Accessibility Standards will be offered to applicant households with disabled members first. In some cases, the owner/agent may implement marketing effort to ensure that disabled households occupy accessible units.

1. An accessible unit will be offered as follows:
  - a. Units with communication accessible features will be offered to households with a verified need for communication accessible units first
  - b. Units with mobility accessible features will be offered to households with a verified need for mobility accessible units first
2. In the case where the members of the household who required the special features of the accessible unit no longer reside in the unit, and where the lease permits, the owner will require the remaining members of the household to move to a unit without accessibility features when such a unit of the appropriate size becomes available.
3. If there is no household on the waiting list that has requested an accessible unit, the unit will then be offered to the next household based on the selection order. Before the applicant can accept that accessible unit, all adult members of the applicant household must sign an agreement that includes a requirement to move, at the household's



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expense, to the first available non-accessible unit that meets the household's occupancy requirements as described in this plan. The resident household will not be required to move if:

- a. No unit that meets the household occupancy requirements is available
- b. There is no applicant household on the waiting list requesting an accessible unit
  - 1) In either of the cases above, the household will have a maximum of thirty (30) calendar days to complete the move. If the applicant fails to move in thirty (30) calendar days, assistance will be terminated.
  - 2) This rule, in no way, affects the single residence criteria. The household can only accept assistance in one unit on any given day.

### ***H. OFFERING UNITS TO APPLICANTS WITH DISABLED HOUSEHOLD MEMBERS***

1. The owner/agent will not skip over a household that has reached the top of the waiting list and has indicated a need for certain unit features because of a disability.
2. The household will be given the opportunity to benefit from the program and decide for itself, in compliance with the Fair Housing Act and Section 504, whether a unit meets the needs of the disabled household member. The household may accept the unit and request some modification to the unit as a reasonable accommodation.

### ***I. OFFERING UNITS TO APPLICANTS OR RESIDENTS WITH PREFERENCES***

Applicants/residents with preferences are selected from the waiting list and receive an opportunity for an available unit earlier than those who do not have a preference.

### ***J. APPLICANT/RESIDENT SELECTION ORDER***

When a unit is available, that unit will be offered in the following order:

1. Accessible apartments will be offered in the following order:
  - i) The next resident that currently resides in an accessible unit requesting a unit transfer to a different accessible unit based on a verified medical need
  - ii) The next resident that currently resides in an accessible unit requesting a unit transfer to a different accessible unit based on a change in household size or composition
  - iii) The next resident that currently resides in a non-accessible unit requesting a unit transfer based on a verified need for an accessible unit
  - iv) The next resident requesting a separate unit (household split) and that includes a member that needs the features of that accessible unit.
  - v) The next applicant household that requires the features of an accessible unit



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- vi) The next resident that does not reside in an accessible unit requesting a unit transfer based on a verified medical need
- vii) The next resident that does not reside in an accessible unit requesting a unit transfer to a different unit based on a change in household size or composition
- viii) The next resident that does not reside in an accessible unit requesting a separate unit (household split)
- ix) The next applicant household without a preference

### 2. Non-accessible apartments will be offered in the following order:

- i) The next resident requesting a unit transfer in accordance with the a VAWA claim
- ii) The next resident requesting a unit transfer based on a verified medical need for a different unit
- iii) The next resident requesting a unit transfer based on a change in household size and/or composition
- iv) The next resident that currently resides in an accessible unit that no longer requires the accessibility features of the unit
- v) The resident requesting a separate unit (household split)
- vi) The next applicant household without a preference

***K. Policy for Reasonable Accommodation or Modification:*** The owner/agent is committed to complying with the Fair Housing Act and Section 504 of the Rehabilitation Act by ensuring that its policies and practices do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities in connection with the operation of housing services or programs solely on the basis of such disabilities.

1. If an individual with a disability requests an accommodation or modification, the owner/agent will fulfill these requests, unless doing so would result in a fundamental alteration in the nature of the program or create an undue financial and administrative burden. In such a case, if possible, the owner/agent will offer an alternative solution that would not result in a financial or administrative burden.
  - a. The owner/agent informs all applicants/residents that, at any time, the applicant/resident or a person acting on behalf of the applicant/resident may make a request for reasonable accommodation or modification for an individual with a disability.
  - b. At the time of application, all applicants are provided with a copy of the Reasonable Accommodation -Modification Policy. This is provided in writing as part of the Application Package or, upon the applicant's request, the Policy will be provided in an equally effective format.
  - c. All applicants/residents are provided with a Reasonable



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Accommodation/Modification Request Form when requesting a reasonable accommodation or modification. The request will be accepted in an equally effective format, as a reasonable accommodation, if there is the presence of a disability. A resident or applicant may submit the request in writing, orally, or use another equally effective means of communication to request an accommodation or modification.

d. Residents and applicants may contact the management office located within their property for information about requests.

e. The owner/agent will provide an initial reply to requests as quickly as possible, but no more than fourteen (14) business days from the receipt of the request unless the owner/agent explains the delay. Response may include but is not limited to:

- i. Request Approval
- ii. Request Denial
- iii. Request for Additional Information or Verification of Need (the owner/agent will not ask for specific medical or disability information, only verification of the need)

f. The owner/agent will consent to or deny the request as quickly as possible. Unless the owner/agent explains the delay, the applicant/resident will be notified of the decision to consent or deny within no more than thirty (30) calendar days after receiving all necessary information and documentation from the resident and/or appropriate verification sources. All decisions to grant or deny reasonable accommodations will be communicated in writing or, if required/requested, in an alternative format. Exceptions to the thirty (30) day period for notification of the owner/agent's decision on the request will be provided to the resident setting forth the reasons for the delay.

g. If the request for reasonable accommodation or modification is denied, the requestor has the right to appeal the decision within fourteen (14) business days of the date of the written notification of denial. The appeal meeting will be conducted by a person who was not originally involved in the decision to deny.



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### **L. Policies to Comply with Section 504 of the Rehabilitation Act of 1973 and the Fair Housing Act Amendments of 1988 and Title VI of the Civil Rights Act of 1964**

1. **FAIR HOUSING:** The owner/agent complies with The Fair Housing Act prohibits discrimination in housing and housing related transactions based on race, color, religion, sex, national origin, disability, and familial status.
2. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964:** The owner/agent complies with Title VI of the Civil Rights Act of 1964 which prohibits discrimination based on race, color, or national origin in any program or activity receiving federal financial assistance.
3. **PROTECTIONS PROVIDED BASED ON SEXUAL ORIENTATION, GENDER IDENTITY OR MARITAL STATUS:** The Final Rule- *Equal Access to Housing in Programs – Regardless of Sexual Orientation or Gender Identity* ensures that ALL core housing programs are open to all eligible persons regardless of sexual orientation, gender identity or marital status.
4. **PROTECTIONS PROVIDED BASED ON AGE, HEIGHT, AND WEIGHT:** The owner/agent complies with State of Michigan Public Acts 453 and 220 of 1976 to ensure that ALL core housing programs are open to all eligible persons regardless of age, height, and weight.
5. **SECTION 504 OF THE REHABILITATION ACT OF 1973:** The owner/agent complies with Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination, based on the presence of a disability in all programs or activities operated by recipients of federal financial assistance.

Although Section 504 often overlaps with the disability discrimination prohibitions included in the Fair Housing Act, it differs in that it also imposes broader affirmative obligations on the owner/agent to make their programs, as a whole, accessible to persons with disabilities.

6. **REQUESTS FOR REASONABLE ACCOMMODATION OR MODIFICATION:** In accordance with the Fair Housing Act and Section 504 of the Rehabilitation Act, the owner/agent will make reasonable accommodations or modifications for individuals with disabilities (applicants or residents) unless these modifications would change the fundamental nature of the housing program or result in undue financial and administrative burden.



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### M. STUDENT STATUS ELIGIBILITY - LIHTC

All household members age 18 or older (or if under 18 and qualified as Head, Co-Head, or Spouse) must certify at move-in and annually thereafter or whenever there is a change in student status for all household members during the entire compliance period of the project as follows:

- A. At least one household member is currently a non-student and has not been (and will not be) a student during any part of any five different months of the calendar year. A student status verification form must be completed if this individual attended school at any time during the past twelve months.
- B. Household contains all students, but is qualified because the following; is currently a part time student and this part time student has not been (and will not be) a fulltime student during any part of any five months (consecutive or different) of the calendar year. A student status verification form is required for the part time student.
- C. Household contains all full-time students but is qualified because the household meets one or more of the exceptions provided in IRC Section 42 and listed below:
  - At least one student is receiving assistance under the Title IV of the Social Security Act(i.e. welfare, AFDC, TANF, etc.), may be required to name of the Program. This does not include SSI or food stamp benefits.
  - At least one student was previously under the care and placement responsibility of the state agency responsible for administering foster care (documentation of previous care participation may be required).
  - At least one student participates in a program receiving assistance under the Job Training Partnership Act, Workforce Investment Act, or under other similar federal, state, or local laws (documentation of current participation, the name of the program and their mission statement may be required).
  - At least one student is a single parent with child(ren) and this parent is not a dependent of another individual and the child(ren) is/are not dependent(s) of someone other than the other (or absent) parent (documentation of tax return or court order establishing custody may be required).

