

INTERFAITH PROPERTIES

Tenant Selection Plan

Statement of Purpose

It is the policy of Interfaith Properties (IP) to offer an opportunity to all prospective applicants to secure safe and affordable housing in accordance with all applicable Federal and State Fair Housing and anti-discrimination laws, regulations, and administrative procedures. Interfaith Properties is equally concerned with protecting the investment that the company and its current tenants have made in their property and to screen all prospective applicants to avoid renting to any individual who does not or can not pay rent in a timely manner, as well as respect the property and the rights of other tenants.

Description of Development

Interfaith Properties is a Section 8 Housing family community consisting of 16 Department of Housing & Urban Development (HUD) units located in Wooster, Ohio. The units by bedroom size consist of:

2 – One Bedroom Units	5 – Three Bedroom Units
2 – Two Bedroom Units	7 – Four Bedroom Units

Property Identifications: HUD Program: Section 8, Project Number: OH160009003
Section 8 Contract: OH16-0009-003

Rental Assistance: Under this Section 8 Contract, HUD provides rental subsidies. Tenants pay 30% of their adjusted income, calculated in accordance with HUD Regulations, while HUD pays the remaining portion of the established Contract Rent.

Equal Housing Requirement

IP supports all Federal and State requirements which specifically provide that it is illegal to base tenant selection on race, color, religion, sex, disability, familial status, national origin or age.

Interfaith Properties does not discriminate on the basis of disability status in the admission or access to, or treatment or employment is, its Federally Assisted programs and/or activities.

Income Limits – Income Targeting – Assets

In order for an applicant to be eligible for occupancy at Interfaith Properties, the applicant's annual income must be at or below 30% of the area median income (extremely low-income). Of the dwelling

units that become available for occupancy in any fiscal year, not less than 40% shall be available for leasing only by families that are extremely low-income families at the time of admission. If there are insufficient applications with annual income at or below 30% of the area median income, Interfaith Properties will, after a reasonable marketing period, rent to other eligible families.

Records will be maintained that show all reasonable steps have been taken to fill units with extremely low-income tenants.

Determination of Family Income Using Other Means Tested Public Assistance, i.e., “Safe Harbor” at admission (24 CFR §§ 5.609(c)(3); 891.105; 891.410(b)-(c) and (g); and 891.610(b)- (c) and (g)

Owner/Management will accept a family’s self-certification of net family assets equal to or less than \$50,000 at admission (only for new admissions effective on or after 1/1/2024)

Application Process

Interfaith Properties screening and selection criteria processes are directly related to objective criteria, which demonstrate the applicants continuing ability to meet the financial obligations and other residential requirements of Interfaith Properties.

Interfaith Properties implements screening and selection criteria procedures in a consistent manner in accordance with all Federal and State Fair Housing and Anti-Discrimination Laws, Regulations, and administrative procedures, and reserves the right to personally verify any and all information provided by applicants, including, but not limited to, the use of outside credit and screening consultants.

All information reported by the family is subject to verification. IP retains the right to require all prospective tenants to fully fill out the rental application and to review all approved lease applications to ensure that all approved applicants and tenants continue to meet all requirements, including the ability to request updated financial, credit or other pertinent information.

Rental applications will be accepted during normal business hours or by mail. Persons requiring special accommodations should contact the Office. Applications will be mailed upon request.

IP reserves the right to propound and alter from time to time, reasonable rules and to make sure that all prospective tenants understand those rules and can and will abide by them for their own safety, the safety of the property, and the safety of other tenants.

Prospective applicants may be rejected if they do not meet IP Selection Criteria or Federal Housing Eligibility requirements (where applicable) and will be informed of this by the Agent of IP at the time the application is made.

IP retains the right to house the most qualified applicant(s) for a unit designed for a person(s) with disabilities should a qualified applicant with disabilities not be available. If units are not specifically designed for a person(s) with disabilities, *reasonable* modifications may be made to a unit.

All applicants will be notified, in writing, of all decisions concerning their applications.

Applicants may not receive assistance for two units at the same time. This prohibition does not prevent a person who is currently receiving assistance from applying for an assisted unit in another property. This assisted tenancy in the unit being vacated must end the day before the subsidy begins in the new unit.

All adult family members of an applicant family must sign individual verification forms authorizing IP to verify family income and other applicable eligibility factors.

All adult family members of an applicant family must sign an Authorization for Release of Information prior to receiving assistance and annually thereafter.

The unit for which the family is applying must be the family's *only* place of residence.

An applicant must agree to pay the rent required by the program under which the applicant will receive assistance.

EIV Existing Tenant Search

1. The Existing Tenant Search report will be run while processing the tenant application for admission to determine if the applicant or any applicant household members are currently being assisted at another Multifamily Housing or Public and Indian housing (PIH) location.
2. Agency will discuss with the applicant if the report identifies that the applicant or a member of the applicant's household is residing at another location, giving the applicant the opportunity to explain any circumstances relative to his/her being assisted at another location.
3. Agency will follow up with the respective PHA or O/A to confirm the individual's program participation status before admission, if necessary, depending on the outcome of the discussion with the applicant.
4. Agency will retain the search results with the application along with any documentation obtained as a result of contacts with the applicant and the PHA and/or O/A at the other location.

Occupancy Standards

Occupancy standards for IP are established at no more than two (2) persons per bedroom. Applicant's household composition must meet this standard to be considered for housing.

Project Eligibility Requirements

- 1) Interfaith Properties consists of designated family units.

IP will verify age to determine eligibility. The Head of Household of the family must be 18 years of age or older or have been emancipated by a court of competent jurisdiction. The Head of Household must have the capacity under state and local law to enter into a legally binding lease agreement.

IP may verify disability status to determine whether a family or person meets the definition of disability used to determine eligibility, or to identify applicant needs for features of accessible units or reasonable accommodations.

- 2) Citizenship/Immigration Status Requirements

Only U.S. citizens or eligible non-citizens may receive assistance under Section 8, Section 236, Rent Supplement or Section 202-8 programs. Non-citizen students and their non-citizen families may not receive assistance. Citizenship or immigration status will be determined during the initial eligibility decision prior to move in.

IP requires the following documentation for each family member regardless of age:

United States Citizen: A signed declaration of citizenship with presentation of a birth certificate.

Non-citizens 62 years and older: A signed declaration of eligible non-citizen status and proof of age.

Non-citizens under the age of 62 claiming eligible status:

- A signed declaration of eligible immigration status
- A signed consent form
- One of the Department of Homeland Security (DHS) approved documents:
 - a. Form I-551 – Alien Registration Receipt Card
 - b. Form I-94 – Arrival/Departure Record
 - c. Form I-688 – Temporary Resident Card

- d. Form I-668 (b) – Employment Authorization Card
- e. Form I-151 – Alien Registration Receipt Card

IP will verify the validity of documents provided by the applicant. Primary verification will be made of eligible immigration status only for persons claiming eligible immigration status. This primary verification will be done through the SAVE (Systematic Aliens Verifications for Entitlements System), ASVI (Alien Status Verification Index) database, the Department of Homeland Security (DHS) automated system.

In circumstances where the DHS has not verified eligibility, the family will be provided with a written notice that shall include:

- a) that the family has a right to request an appeal to the DHS of the results of the verification of immigration status
- b) that the family has a right to request an informal hearing with IP, upon completion of the DHS appeal
- c) that Section 8 assistance may not be denied or terminated until the conclusion of the DHS or IP appeal process, and
- d) notification of the type of assistance for which the family may be eligible (continued assistance, temporary deferral or assistance or pro-ration of assistance).

3) Social Security Number Requirements

Applicants must disclose Social Security numbers for all family members regardless of age and provide documentation of the numbers reported.

The SSN requirements do not apply to:

- (a) Individuals who do not contend eligible immigration status
- (b) Individuals age 62 or older as of January 31, 2010, whose initial determination of eligibility was begun before January 31, 2010.

If no Social Security number has been assigned to a particular family member, the applicant must sign a certification stating that no Social Security number has been assigned.

Adequate documentation of a Social Security number is defined as:

- A Social Security Card issued by the Social Security Administration
- Driver's License with the Social Security number
- An identification card issued by a federal, state, or local agency, a medical insurance provider, or an employer or trade union
- Earnings statements on payroll stubs

- Bank statement
- Form 1099
- Benefit Award letter
- Life insurance policy
- Court records
- Letter from the Dept. of Homeland Security indicating that a Social Security number has been assigned in those instances where individuals have applied for legalization under the
- Immigration Reform and control Act of 1986 who disclose their Social Security number but are unable to supply a card for documentation.

The applicant must provide the Social Security number documentation to Interfaith Properties within 60 days from the date on which the applicant certifies that the documentation was not available. Applicants may retain their place on the waiting list for the 60-day period during which the applicant is attempting to obtain documentation. If an applicant is unable to supply the required Social Security documentation after 60 days, the applicant will be considered ineligible and removed from the waiting list.

For applicants who are at least 62 years of age and unable to submit the required documentation within the first 60-day period, the documentation period will extend for an additional 60 days.

4) Eligibility of Students for Section 8 Assistance:

IP will determine a student's eligibility for Section 8 assistance at move-in, annual recertification, initial certification (when an in-place tenant begins receiving Section 8), and at the time of an interim recertification if one of the family composition changes reported is that a household member is enrolled as a student.

Section 8 assistance shall not be provided to any individual who:

- Is enrolled as either a part-time or full-time student at an institution of higher education for the purpose of obtaining a degree, certificate, or other program leading to a recognized educational credential;
- Is under the age of 24;
- Is not married;
- Is not a veteran of the United States Military;
- Does not have a dependent child;
- Is not a person with disabilities, as such term is defined in 3(b)(3)(E) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(3)(E) and was not receiving Section 8 assistance as of November 30, 2005). (See definition E in Figure 3-6);
- Is not living with his or her parents who are receiving Section 8 assistance; and
- Is not individually eligible to receive Section 8 assistance and has parents (the parents individually or jointly) who are not income eligible to receive Section 8 assistance.

For a student to be eligible independent of his or her parents, the student must demonstrate the absence of, or his or her independence from, parents. While owners may use additional criteria for determining the student's independence from parents, owners must use, and the student must meet, at a minimum all of the following criteria to be eligible for Section 8 assistance.

The student must:

- Be of legal contract age under state law;
- Have established a household separate from parents or legal guardians for at least one year prior to application for occupancy, or
- Meet the U.S. Department of Education's definition of an independent student.
- Not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations; and
- Obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support. This certification is required even if no assistance will be provided.

Any financial assistance a student receives (1) under the Higher Education Act of 1965, (2) from private sources, or (3) from an institution of higher education that is in excess of amounts received for tuition is included in annual income, except if the student is over the age of 23 with dependent children or if the student is living with his or her parents who are receiving Section 8 assistance. If an eligible student is a member of an applicant household or an existing household receiving Section 8 assistance, the assistance

for the household will not be prorated but will be terminated in accordance with the guidance in paragraph 8-6A.

NOTE: An owner cannot evict or require an ineligible student to move from a unit as long as the student is in compliance with the terms of the lease.

Procedures for Taking Applications and Selecting from the Waiting List

Rental applications will be processed by application date and time.

Applicants will be placed on a waiting list based on the size of the family household at the time of initial application. Households that are eligible for more than one size unit by bedroom size may choose to be placed on multiple waiting lists as appropriate. If the property has a current vacancy for which an applicant indicates a desire to rent, a full rental application should be completed to ensure adequate information to determine the applicant's eligibility. If no vacancy is available, IP may use a pre-application that provides the minimum information needed.

Applicants will be notified in writing that they have been placed on a waiting list and that it is their responsibility to notify IP in writing every ninety (90) days of their continued interest in housing.

Applicants who fail to notify IP on a timely basis of their continued interest will be dropped from the waiting list and will be advised of this in writing.

When an applicant's name nears the top of the waiting list (approximately 30 to 60 business days prior to move-in date), IP will contact the applicant(s) in writing. Applicants who receive this notification are required to contact IP within Five (5) business days of receipt of the letter to make arrangements to meet with IP to update or complete the rental application and appropriate consent and verification forms. If the applicant(s) fail to comply with these requirements in the time specified, their name will be removed from the waiting list, the applicant notified in writing, and IP will contact the next applicant on the list.

Removing Names from the Waiting List

IP will document the removal of any names from the waiting list stating the reason for the removal and the date of removal. Reasons for removal include:

- The applicant no longer meets the eligibility requirements for the property or the program for which they are applying
- The applicant fails to respond to a written notice for an eligibility review
- The applicant is offered and rejects a unit in the property
- Mail sent to the applicant's address is returned as undeliverable
- The unit that is needed changes due to an increase or decrease in family size and no appropriate size unit exists in the property

Procedures for Opening and Closing the Waiting List

IP will close the waiting list individually by bedroom size when the numbers of eligible applicants for that specific bedroom size is equal to the average number of units that turnover annually.

A Notice will be published in a publication likely to be read by potential applicants. IP will re-open the waiting list in a similar manner.

Rental Application Disputes

Applicants who are not approved have the opportunity to dispute the decision. The request for re-evaluation of the rental application must be completed, in writing, within fourteen (14) business days of the date of the receipt of the written notification of denial and submitted directly to the corporate office of IP.

Security Deposits

IP requires the collection of a security deposit at initial move in. The amount of deposit is equal to the tenant's Total Tenant Payment (30% of monthly adjusted income) at the time of the tenant's move-in or \$50, whichever is greater.

Security Deposits will be maintained by IP in an interest-bearing account and interest accrued by the family, less justifiable costs stated in the lease, will be returned to the family upon vacating the unit.

Charges in Addition to Rent

- ❖ **Security Deposit:** IP will collect a Security Deposit at the time of the initial execution. The Security Deposit collected will be the amount of the total tenant payment as calculated by HUD guidelines.
- ❖ **Late Fees:** If a tenant family does not pay the full amount of the rent as shown on the Rental Agreement by the end of the 5th day of the month, IP will assess a late fee of \$5 on the 6th day of the month.
- ❖ **NSF Fee:** IP may collect a fee on the second occurrence or any additional time a check is not honored for payment (non-sufficient funds).
- ❖ **Damages:** Tenant families will be obligated to reimburse IP for damages caused by carelessness, misuse, or neglect on the part of the tenant, household member, or visitor. Payment for such damage is due within 30 days of receipt of the bill.
- ❖ **Pet Deposits:** (Applicable ONLY to properties established for the elderly and persons with disabilities) Applicant and tenant families must provide IP with a non-interest bearing Pet Deposit in the amount of \$200. Owners of assistance animals are exempt from this deposit.
- ❖ **Special Management Services:** IP may charge a tenant for responding to lock-out calls, for providing extra keys, and for each key not returned at move-out.

Physical Inspections

Upon admission to a property and unit, and prior to executing a lease, IP requires a move in inspection to be completed with the tenant and the property manager. This allows the opportunity to familiarize the tenant with the unit. It also documents its current condition and provides opportunity to explain to new tenants their responsibility for damages caused by family members and visitors. Both the property manager and the tenant must sign and date the inspection form.

During a tenant's occupancy, IP requires quarterly physical inspections. This is used to determine whether appliances are functioning properly and to assess any needs of repair or replacement items. This is also used to determine any damage to the unit caused by the tenants abuse or negligence and, if so, to make the necessary repairs and bill the tenant for the cost of repairs.

Upon a unit being vacated by a tenant, IP requires a move out inspection to be completed with the tenant and the property manager. This ensures that there are no damages to the unit and discrepancies discussed and decisions reached as to the extent of the damage and who will be responsible for the cost associated with the damage. Tenants are encouraged to accompany the property manager on the inspection. If the property manager determines that the unit is damaged as a result of tenant abuse or neglect, the Security Deposit will be used to cover the repair cost.

Recertification Requirements

IP, as required by HUD, conducts annual recertification of family income and composition. Based on the information gathered, the tenant rent and assistance payments, if applicable, are recomputed. Annual recertification is not required for individual tenants who are paying market rent. Notices will be given to the tenant on the recertification process, requirements, and timelines.

Owner/Management will accept a family's self-certification of net family assets equal to or less than \$50,000 at reexamination. Every three years the net family assets will be fully verified.

The determination of family income using other means tested Public Assistance, i.e., "Safe Harbor" at recertification (24 CFR §§ 5.609(c)(3); 891.105; 891.410(b)-(c) and (g); and 891.610(b)- (c) and (g). IP is not required to use the EIV Income Report or New Hires Report at annual reexamination.

Interim Recertifications

Interim re-certifications are performed when a tenant experiences a change in income or family composition between annual re-certifications. Management must process an interim recertification if a tenant reports:

- a. A change in family composition;
- b. An increase in a family's cumulative income of more than 10 percent;
- c. An increase in allowances (medical expenses, disability assistance expense); or
- d. A decrease in a family's cumulative income of more than 10 percent.

Hardship Exemptions for Health/Medical Care Expenses & Reasonable Attendant Care & Auxiliary Apparatus Expenses

Owners must provide hardship relief to a family that demonstrates its eligible health and medical care expenses, or reasonable attendant care and auxiliary apparatus expenses exceed 5 percent of the family's annual income.

Owners must obtain third-party verification of the hardship or must document in the file the reason that third-party verification was not available.

All families including newly admitted families who received a deduction for unreimbursed health and medical care and/or reasonable attendant care or auxiliary apparatus expenses based on their most recent income review prior to January 1, 2024, will begin receiving the 24-month phased-in relief at their next annual or interim reexamination, whichever occurs first on or after the date the MFH Owner complies with HOTMA.

Families who receive phased-in relief will have eligible expenses deducted as follows:

- 1st twelve months – in excess of 5% of annual income.
- 2nd twelve months – in excess of 7.5% of annual income.
- After 24 months – in excess of 10% threshold will phase in and remain in effect unless the family qualifies for General Relief.

Once a family chooses to obtain general relief, a family may no longer receive the phased-in relief.

Hardship Exemption to Continue Child Care Expense Hardship

A family has proven that they do not have the inability to pay rent because of the childcare expense. A hardship exemption may apply. A hardship relief for one or more 90-day periods while the family's hardship condition continues.

Owners must obtain third-party verification of the family's inability to pay rent or must document in the file with the reason third-party verification was not available.

House Rules

IP provides each tenant with a copy of the property House Rules that identifies allowable and prohibited activities in the housing units and common areas of the property. House Rules are listed in the Lease as an attachment.

Modification of the Rental Agreement

IP may modify the Lease with the prior written approval if HUD or the Contract Administrator. IP will provide the tenant with the approved modifications at least sixty (60) days prior to the end of the lease term.

Pets

IP prohibits pets with the exception of housing for the elderly and for persons with disabilities.

Unit Transfers

Priority for filling vacant units at IP will be given to outside applicants from the property Waiting List. *Exception will be given in those cases of a tenant's need to transfer to another unit as a result of a medical reason or as a reasonable accommodation to a household member's disability.*

Criteria on whether a transfer is required:

- If the unit is still the appropriated sized unit for the tenant
- If there is a unit of the appropriate size
- If there is a market for the size unit the tenant would be vacating
- If the tenant elects to remain at the property

Determining factors for unit transfers may be:

1. Tenant Initiated

Tenant households may request a transfer to a different unit, if eligible. This request must be completed, in writing, and submitted to the rental office. Transfer requests will be recorded based on date and time on the "in-house" waiting list. Tenants who have a damaged or unclean unit, or who have a history of poor rent paying habits will not be considered for transfer. The Property Manager for IP will have the final decision regarding the approval or denial of a transfer request. A new Security Deposit will be required for the new unit. Upon completion of the move out disposition and determination of any charges on the current unit, the existing Security Deposit will be applied to any charges or damages beyond normal wear and tear, and any balance remaining will be refunded to the tenant and may be applied to the new unit.

2. Owner Initiated

If the agent of IP determines that a tenant's current is smaller or larger than appropriate as a result of a change in a tenant's family size or composition, the tenant may be required to transfer to another unit. Once the determination is made the tenant may:

1. Remain in the unit and pay the HUD-Approved Market Rent

OR

2. Must move within 30 days after IP notifies the family that a unit of the required size is available within the property.

A new Security Deposit will be required for the new unit. Upon completion of the move out disposition and determination of any charges on the current unit, the existing Security Deposit will be applied to any charges or damages beyond normal wear and tear, and any balance remaining will be refunded to the tenant and may be applied to the new unit.

3. Reasonable Accommodation

A tenant household may request a transfer as a reasonable accommodation to a household member's disability. A new Security Deposit will not be required but any outstanding balance(s) owed or any damages to the existing unit beyond normal wear and tear will be charged to the tenant. Upon completion of the move out disposition, any Security Deposit balance remaining will be transferred to the new unit.

If a tenant is transferred as a reasonable accommodation to a household member's disability, the owner must pay the costs associated with the transfer, unless doing so would be an undue financial and administrative burden.

4. Emergency

If the agent of IP determines that the tenant's unit is uninhabitable, the tenant may be required to transfer to another appropriate size unit within the community. Emergency transfers must have the written approval of IP, and will be considered permanent. A new Security Deposit will not be required for those emergency transfers that are deemed out of the control of the tenant. Any outstanding balance(s) owed of any damages to the existing unit beyond normal wear and tear and beyond the circumstances supporting the transfer will be charged to the tenant. Upon completion of the move out disposition, any Security Deposit balance remaining will be transferred to the new unit.

Live-In Aides

IP may grant permission for a Live-In Aide to reside in a unit with one or more elderly persons or persons with disabilities. The live-in aide must be determined to be essential to the care and well-being of the person(s), under no obligation for the support of the person(s), and would not be living in the unit except to provide the necessary supportive services. A criminal background check will be completed prior to approval for occupancy. A signed Lease Addendum is required prior to occupancy. Upon execution of the addendum, the live-in aide may occupy the unit until such time as:

- a) It is determined that the family member no longer requires the services of a live-in aide
- b) The named aide no longer meets the requirements to live in the unit
- c) The named aide engages in any criminal activity or threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants and/or employees in or near the premises
- d) The named aide violates the rules and regulations of the written rental agreement

Remaining Family Member

IP, as required by HUD, has requirements on determining the eligibility of a remaining member of a tenant family. Periodically, family composition changes after initial occupancy. Basic requirements for eligibility must be met for a person to qualify as a remaining member of a household:

- a) The individual must already be a part of the household and be a party to the lease when the family member leaves the unit
- b) The individual must be of legal contract age under state law

Reasonable Accommodation

IP is obligated to operate the property in a non-discriminatory manner and to make the property physically accessible to persons with disabilities.

IP will consider requests for reasonable accommodations from applicants and tenants with disabilities.

There must be an identifiable relationship between the requested accommodation and the individual's disability. When a family member requires a reasonable accommodation, the request must be made, in writing, and directed to the Property Manager of IP who will notify the Tenant, in writing, of the determination of the request.

If a tenant is transferred as a reasonable accommodation to a household member's disability, the owner must pay the costs associated with the transfer, unless doing so would be an undue financial and administrative burden.

Applicant Screening and Acceptance/Rejection Criteria

1. Each applicant must complete an application form and be screened separately
2. All applicants must meet the screening criteria or they will be denied housing
3. Incomplete applications will not be processed
4. IP reserves the right to personally verify any and all information provided by the applicant
5. No otherwise qualified individual with a disability, solely by reason of his/her disability, shall be excluded from the participation in, be denied the benefits of, or be subject to discrimination
6. The head of household of the family must be 18 years of age or older or have been emancipated by a court of competent jurisdiction. The head of household must have the capacity under state and local law to enter into a legally binding lease agreement
7. If applicable applicants will be subject to a residential history check which must be acceptable to management
8. All applicants will be subject to a criminal history check which must be acceptable to management
9. No more than two (2) persons per bedroom will be permitted. Applications will not be accepted if the household composition exceeds the housing size criteria
10. Applicants must meet the guidelines established by the Dept. of Housing & Urban Development
11. Applicants must be willing and able to comply with the property's rules and regulations
12. Applicants must be capable of assuming responsibility for all applicable utility services. These utility services must be placed in their own name or the name of another co-applicant
13. IP reserves the right to deny admission to any applicant(s) who misrepresents or omits any information on the rental application concerning any household member. If misrepresentations or omissions are found after a rental agreement has been executed, IP reserves the right to use all administrative remedies at its disposal, up to and including eviction from the premises
14. Applicants will be denied housing for failure to provide Social Security numbers *on all household members*
15. Applicants will be denied housing if it is determined that the applicants are still under a lease agreement in another federally-assisted property unless management is provided with a written release from the current landlord terminating the existing lease agreement

16. Applicants will be denied housing if they cannot provide proof of U.S. citizenship or eligible non-citizenship status
17. Applicants will be denied housing if they are unable to provide verification of age to determine eligibility
18. Applicants will be denied housing for insufficient funds to pay the required security deposit
19. Live-in aides must make application and must not have a record of criminal activity

20. Applicants will be denied housing for failure to provide proof of income in a manner acceptable to the landlord in accordance with the Dept. of Housing & Urban Development regulations

Income Requirements

The income of co-applicants will be considered jointly to determine income eligibility for the units

Applicants must provide evidence of all household income including salaries, Social Security, Supplemental Security Income, pension plan payments, Public Assistance cash benefits, unemployment benefits, child support and/or alimony payments, cash dividends from assets and any income received as a result of a business. This evidence must be in a manner acceptable to the landlord in accordance with HUD regulations.

Residential History

- ❖ Applicant's prior rental history must be verifiable with prior landlord(s) for the past twelve (12) months. Exceptions will be made where the health and safety of the applicant would be at risk if the prior landlord is contacted.
- ❖ Applicants must have demonstrated ability to pay rent and make timely payments. Payment record must be satisfactory with no more than four (4) late rent payments. A late payment is any rent that was paid after the determined grace period for the last twelve (12) month period.
- ❖ Applicants must not be or have been an unauthorized occupant at their prior residences.
- ❖ Applicants must not have a record of disturbances to neighbors, destruction of property, unauthorized occupants, nor living or housekeeping habits at prior residences which may adversely affect the health, safety, or welfare of other tenants, landlords, employees of landlords, or visitors to IP units.
- ❖ Applicants must be or have left in good standing with the current or previous landlord; specifically there cannot be any monies owed to the current or previous landlord whether for rent or damages or additional fees. All outstanding balances must be paid in full or the applicant(s) will be denied housing.
- ❖ Applicants having a record of eviction action for non-payment of rent or damages within the last twelve (12) month period will be denied housing.

- ❖ Applicants shall not have committed any acts of fraud or misrepresentation in connection with their current or previous housing.

Criminal History

- ❖ Applicants will be denied admission if any household member has been evicted from federally-assisted housing for drug-related criminal activity within the last three (3) years.
- ❖ Applicants will be denied admission if any household member is currently engaging in illegal drug use.
- ❖ Applicants will be denied admission if IP determines that there is reasonable cause to believe that a household member's illegal use or pattern of illegal use, of a drug may interfere with the health, safety, or right to peaceful enjoyment of the premises by other tenants.
- ❖ Applicants will be denied admission if any member of the household is subject to a lifetime registration requirement under a State Sex Offender Registration Program.
- ❖ Applicants will be denied admission if IP determines that there is reasonable cause to believe that a household member's abuse or pattern of abuse. Of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants.
- ❖ Applicants will be denied admission if any member of the household is currently engaging in, or has engaged in drug-related and/or violent criminal activity or other criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises by other tenant.
- ❖ Applicants will be denied admission if any member of the household is currently engaging in, or has engaged in other criminal activity that would threaten the health or safety of the property agent, or any employee, contractor, or sub-contractor who is involved in the housing operations of IP.
- ❖ Applicants or any other person who will reside in the unit must not have a record of felony or misdemeanor criminal activity; specifically; a record that indicates:
 - Drugs
 - Assault
 - Theft
 - Burglary
 - Safecracking
 - Receiving stolen property
 - Domestic violence

- Aggravated menacing
- Arson
- Criminal trespassing
- Murder
- Rape
- Manufacturing explosives
- Criminal Damaging
- Public Indecency
- Disorderly conduct
- Child endangerin
- Resisting arrest
- Contempt
- Forgery
- Falsification
- Vandalism
- Fraud
- Gross sexual imposition
- Carrying concealed weapon
- Fugitive
- Probation violation
- Two or more DUIs within the last twenty-four (24) month period
- Selling or providing alcohol or tobacco to children
- Obstructing official business
- Warrant for arrest

Traffic Violations will not be held against the applicants.

Violence Against Women Act

The violence Against Women Act protects housing assistance applicants and Residents who have been victimized by domestic violence, dating violence, and stalking. It affords the following legal protections:

- Applicants can't be denied rental assistance solely because they were previously evicted from an assisted site for being victims of domestic violence;
- Applicants can't be denied assistance solely for criminal activity that was directly related to domestic violence;
- Residents can't be evicted solely because they were victims of domestic violence, in that being a victim of domestic violence does not qualify as a "serious or repeated violation of the lease" or "other good cause" for eviction.

However,

- If a victim of domestic violence commits a criminal act unrelated to the domestic violence, or if the victim is an “actual or immediate threat to other tenants or those employed at or providing services to the site,” eviction is warranted.
- Residents wishing to report an incident of domestic violence must submit specific documentation as requested by site management, and all such documentation will remain confidential, unless required by law;
- If after an incident or domestic violence, a resident allows the abuser to visit the site again as a guest and the violence reoccurs, the site may evict the resident.

Policies to Comply with Section 504 of the Rehabilitation Act of 1973 and the Fair Housing Act Amendments of 1988.

It is the policy of Interfaith Properties to comply fully with all Federal, State, and local laws relating to Civil Rights, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), and any applicable State laws or local ordinances and any legislation protecting individual rights of tenants, applicants or staff that may subsequently be enacted.

IP shall not on account of race, color, sex, religion, familial status, disability, national origin, marital status or sexual orientation:

1. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
2. Provide housing, which is different from that provided to others;
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; or
6. Deny a person access to the same level of services.

Accessibility for the hearing impaired is provided through INFOLINK, a local 24-hour a day information and referral service operated by the local United Way agency that has the TDD/TDY service.

UNREPORTED OR UNDERREPORTED INCOME

If management determines the tenant unreported or underreported their income, management must go back to the time the unreported or underreporting of income started, not to exceed the five-year limitation

that the tenant was receiving assistance as shown on the HUD-9887 and HUD 9887A. A calculation must be made to determine the difference between the amount of rent the tenant should have paid and the amount of rent the tenant was charged. Management will notify the tenant of any amount due and their obligation to reimburse management. A record of the calculation will be given to the tenant and a copy placed in the tenant file.

REPAYMENT OPTIONS/AGREEMENT

Tenants can repay amounts due in a lump sum payment, or by entering into a repayment agreement with management, or a combination of both. Tenants who do not agree to repay amounts due will be in non-compliance with their lease and the lease may be terminated. The tenant and management must both agree on the terms of the repayment agreement.

DE MINIMIS ERRORS IN INCOME

Management must credit a family the amount that the family was overcharged tenant rent retroactive to the effective date of the action the error was made, regardless of the dollar amount associated with the error, because of the MFH Owner's de minimis error in income determination in calculating family income.

Revocation of Consent Form

Families have the right to revoke consent by notice to Owner/Management; however, revoking consent can result in termination or denial of assistance. Owner/Management may not process interim or annual reexaminations of income, including when a family's income decreases and the family requests an interim reexamination to decrease tenant rent, without the family's executed consent form(s). Owner/Management must explain to families the consequences

01/23/24